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## Kravitz sued over 'water damage'



Kravitz is named in a legal case filed in New York

Rocker Lenny Kravitz is being sued over an allegation that one of his toilets overflowed into a neighbour's apartment causing "catastrophic" water damage.

Insurance company Amica Mutual accused Kravitz in court papers of allowing "a commode to become blocked, clogged and congested with various materials".

It said it had to pay for more than \$300,000 (£166,000) of damage to retired executive Joel Disend's Manhattan home.

The legal case was filed on 20 October at Manhattan's state Supreme Court.

Amica said it had had to pay \$333,849.77 to fix Mr Disend's apartment on the floor below Kravitz's flat in their building in Manhattan's SoHo district.



Kravitz has a teenage daughter with former wife Lisa Bonet

Kravitz's 6,000-square-foot duplex, which he bought in October 2000 for \$8m (£4.4m), reportedly has five bedrooms, eight bathrooms and a billiards room.

Rock singer Courtney Love is also a tenant in the building.

Mr Disend, 62, retired in 2000 as chairman and chief executive of New York Life Benefit Services, a financial consulting company.

Last year, actress Nicole Kidman moved into Kravitz's apartment but they split earlier this year.

Kravitz, 40, has a 15-year-old daughter with former wife Lisa Bonet, one of the stars of TV's *The Cosby Show*.

<http://news.bbc.co.uk/2/hi/entertainment/3947557.stm>

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

----- x  
ALLSTATE FIRE & CASUALTY COMPANY a/s/o  
DANIEL PELSON,

Index No.:

Plaintiff,

-against-

**VERIFIED  
COMPLAINT**

LENNY KRAVITZ,

Defendants.

05114816

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Plaintiff ALLSTATE INSURANCE COMPANY a/s/o DANIEL PELSON, by its attorneys, LAW OFFICES OF STUART D. MARKOWITZ, P.C., as and for its Verified Complaint, alleges upon information and belief as follows:

**THE PARTIES**

1. That at all times hereinafter mentioned, plaintiff ALLSTATE INSURANCE COMPANY, (hereinafter referred to as "ALLSTATE"), is a foreign corporation, licensed to do business in the State of New York.

2. That at all times hereinafter mentioned, plaintiff ALLSTATE, was and still is an insurance company duly authorized to transact the business of issuing property insurance policies in the State of New York.

3. At all times mentioned herein, plaintiff's Subrogor, DANIEL PELSON (hereinafter referred to as Subrogor), was and still is a resident of the State of New York, and resided at 30 Crosby Street, Apartment 3B, New York, New York.

**FILED**  
OCT. 24 2005  
NEW YORK  
COUNTY CLERK'S OFFICE

4. Upon information and belief, defendant LENNY KRAVITZ (hereinafter referred to as "KRAVITZ") was and is a resident of the State of New York and resided at 30 Crosby Street, Penthouse B, New York, New York.

5. On or about August 1, 2004, the toilet in defendant's apartment located at 30 Crosby Street, Penthouse B, New York, New York became blocked, clogged, and congested thereby causing water to flood into Subrogor's apartment, 3B, which resulted in damage to Subrogor's property.

6. Plaintiff's Subrogor made a claim to ALLSTATE for damages to real and personal property resulting from the water loss of August 1, 2004.

7. Under the contract of insurance between plaintiff ALLSTATE and the Subrogor, ALLSTATE paid the insurance claim submitted for damages to the real and personal property of the Subrogor, as a result of this water loss.

8. As a result of ALLSTATE'S payments to the Subrogor, ALLSTATE is subrogated to the extent of its payment, to the right of its Subrogor, and against all individuals, entities and corporations responsible for the water loss and the resulting damage.

**AS AND FOR A FIRST CAUSE OF ACTION**

9. Plaintiff repeats, reiterates and realleges each and every allegation contained in the preceding paragraphs of this Verified Complaint numbered, "1" through "8", inclusive with the same force and effects as through fully set forth herein at length.

10. The aforementioned incident which occurred on or about August 1, 2004, and the ensuing damages, were caused by the negligence and carelessness of defendant KRAVITZ. The negligence and carelessness of said defendant consisted of failing to properly and adequately maintain, inspect and/or repair the toilet located at 30 Crosby Street, Penthouse B, New York, New York; failing to comply with the requirements of applicable statutes, ordinances, rules, regulations, and requirements; and in that defendant was otherwise negligent.

11. Defendant failed to exercise due care, and in fact, negligently maintained, inspected and/or repaired the toilet located at 30 Crosby Street, Penthouse B, New York, New York, and/or failed to properly supervise the maintenance, inspection and/or repair of the flush valve at said premises.

12. As a result of the above, Subrogor sustained property damage to his residence located at 30 Crosby Street, Apartment 3B, New York, New York.

13. The aforesaid damages were caused without any negligence on the part of Subrogor contributing thereto.

14. Plaintiff reserves the right to plead Res Ipsa Loquitur at the time of trial.

15. That solely as a result of the foregoing, plaintiff ALLSTATE, pursuant to the provisions of its insurance policy, paid to Subrogor the sum of \$9,387.87, for the property damages and other expenses to Subrogor's residence located at 30 Crosby Street, Apartment 3B, New York, New York.

16. That by virtue of said payment and in accordance with the provisions contained in this insurance policy, plaintiff ALLSTATE, became subrogated to all the

rights of Subrogor to recover against the defendants for any and all sums of money paid under said policy.

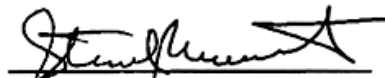
17. As a result of the foregoing, plaintiff ALLSTATE has been damaged in the total sum of \$9,387.87, no part of which has been paid despite due demand therefor.

WHEREFORE, plaintiff, ALLSTATE FIRE & CASUALTY COMPANY a/s/o DANIEL PELSON, demands judgment in its favor and against defendant LENNY KRAVITZ, in the total amount of \$9,387.87, together with interest thereon from August 1, 2004, including the costs and disbursements of this action.

Dated: Jericho, New York  
October 19, 2005

Yours, etc.,

LAW OFFICES OF  
STUART D. MARKOWITZ, P.C.

  
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