

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

-----X
MARIANNE FLIPPO,

Plaintiff,

- against -

GREGGORY STARR,

Defendant.
-----X

Index No.: _____

**AFFIRMATION OF
LARRY HUTCHER**

I, LARRY HUTCHER, a member of the bar of this Court and the State of New York, and not a party to this action, affirms under the penalties of perjury pursuant to CPLR 2106(a) as follows:

1. I am a member of Davidoff Hutcher & Citron LLP (“DHC”), attorneys for the Plaintiff Marianne Flipppo (“Marianne” or “Plaintiff”), and I have personal knowledge of the facts and circumstances set forth herein. I submit this affirmation in further support of Plaintiff’s application for interim relief.

2. In my fifty (50) years of practice I have never seen the type of outrageous conduct that exists in this case. The defendant Gregory Starr (“Starr”) is a male hustler/escort who manipulated and abused Plaintiff’s trust in order to steal \$5,950,000 from her.

3. Starr disgustingly mislead Marianne, a fragile woman suffering from the death of her husband and stole almost \$6 million from her based on false and fraudulent statements. Starr’s wrongful conduct knows no limit and the time has come for him to account for his heinous behavior. For the reasons more fully set forth herein, this Court should award Marianne the preliminary relief she seeks which will also protect future victims from this type of abuse.

4. For a more complete recital of the facts, I respectfully refer this court to the moving affirmation of Marianne dated September 14, 2026. Simply summarized, these are the relevant undisputed facts:

- i) In 2024 Marianne lost her husband (“Chad”), the love of her life, to the horrors of depression. She had been with Chad since she was 13 years old.
- ii) Marianne developed what she mistakenly believed was a legitimate business relationship with Starr and the escort service Cowboys 4 Angels LLC which provided his services.
- iii) Unbeknownst to Marianne, Starr capitalized on Marianne’s vulnerable state to manipulate and defraud Marianne out of \$5,950,000 by convincing her that she had to pay \$10,000,000 to free Starr from having to continue work as an escort with Cowboys 4 Angels against his wishes;
- iv) These claims were false and nothing but a ruse to steal Marianne’s money; and
- v) After tricking Marianne into paying an initial amount of \$5,950,000, Starr sought to force Marianne to pay a further \$4,000,000 he claimed was owed.

5. These efforts resulted in a meeting which was held in my office on or about July 7, 2026, which Starr and Marianne attended with me and two other attorneys from my firm.

6. While Starr believed that we were there to work out the details of Marianne’s payment of the additional \$4,000,000 he was seeking, he had a rude awakening.

7. Having seen and investigated what had taken place I knew that this was not a legitimate relationship and that Marianne was the victim of a horrific scheme. Marianne initially did not believe this because she was in essence suffering from “Stockholm syndrome” and was under the Svengali-like control of Starr.

8. At the outset of the meeting, I immediately confronted Starr and told him this scheme was over. I told Starr that he was shamelessly and criminally exploiting Marianne’s vulnerabilities and had defrauded her out of \$5,950,000 and that no further money would be paid.

9. In response, Starr became visibly angry and began making threats, including that, if Marianne did not pay the additional money, he would not continue to be with her, and would abscond with the \$5,950,000 million he had already stolen.

10. Since Marianne was still under Starr's spell it took some time for her to recognize Starr for the conman that he is. While Marianne was originally hopeful and believed that Starr loved her and would return "home" to her, she now knows that she was the victim of a sinister fraud.

11. We know that since the meeting, Starr has made good on his threats to dissipate the Stolen Funds, which he is rapidly spending on luxury travel and high-end goods and service.

12. Unless and until this Court exercises its equitable powers to preserve the Stolen Funds, Starr will make good on his threat and continue to dissipate the Stolen Funds, which will render an eventual judgment against him ineffectual.

13. As set forth in the accompanying Memorandum of Law, Plaintiff is easily able to satisfy all of the elements necessary to secure the relief sought herein.

14. CPLR 6212(b) specifies that a plaintiff seeking attachment must give an undertaking in an amount fixed by the court, but not less than \$500, to compensate the defendant for all costs and damages caused by the attachment should the defendant prevail. Given both the egregious conduct of the Defendant herein and the extensive financial loss Marianne has already suffered, the Court should set the amount of the undertaking at \$500.

15. There has been no previous application made for this or any similar relief before this or any other court of competent jurisdiction.

WHEREFORE, it is respectfully prayed that the within requested relief be granted in its entirety.

s/ Larry Hatcher

LARRY HUTCHER