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

MARIANNE FLIPPO, Plaintiff, - against - GREGGORY STARR, Defendant.	Index No.: ______________ Date Purchased: __________ **SUMMONS** Plaintiff designates New York County as the place of trial. The basis of venue is Plaintiff's residence in New York County.

To the above-named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on plaintiff's attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York), and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
September 14, 2026

DAVIDOFF HUTCHER & CITRON LLP

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4901-2481-2752.v1

TO:

Gregg Starr
239 Elizabeth Street Apt. 5
New York, NY 10012

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

MARIANNE FLIPPO, Plaintiff, - against - GREGGORY STARR, Defendant.	**COMPLAINT** Index No. ________________

Plaintiff Marianne Flippo ("Marianne" or "Plaintiff"), by and through her attorneys, Davidoff Hutcher & Citron LLP, by way of Complaint against Defendant Greggory Starr ("Starr" or "Defendant") alleges and states as follows:

NATURE OF THE ACTION

1. Greggory Starr, a male escort, took advantage of a grieving and ailing widow to the tune of $5.95 million.

2. While Marianne was still grieving the loss of her high school sweetheart, and husband of twenty-eight years, as well as recovering from surgery, dealing with a severe infection and under the influence of prescribed medications, including an opioid, Starr enacted a ruthless plan to steal millions of dollars from her.

3. This action seeks to restore to Marianne what was stolen from her.

THE PARTIES

4. Marianne Flippo is a resident of New York.

5. Greggory Starr is an escort and resident of New York and, upon information and belief, resides at 239 Elizabeth Street, Apt. 5, New York, NY 10012.

JURISDICTION AND VENUE

6. Jurisdiction over Defendant Greggory Starr is proper under CPLR 301 as he is a resident of New York.

7. Venue in the County of New York is proper pursuant to CPLR 503(a) based upon the residence of one or more of the parties in the County of New York, and substantially all of the acts or omissions giving rise to this action occurred in the County of New York.

FACTUAL ALLEGATIONS

8. On August 5, 2024, Marianne Flippo lost Chad Flippo, her husband of 28 years, to the horrors of depression.

9. Chad and Marianne had been sweethearts since she was 13 years old and, at the time of his passing, they had been married for 28 years.

10. Chad was the love of Marianne's life and the father of her three children.

11. Chad was an extremely successful computer programmer who made a fortune programming for, as well as creating and patenting inventions related to, the popular online game Roblox.

12. Marianne and Chad had a traditional marriage and Chad managed all of their finances. However, upon his passing she came into a large fortune.

13. Chad's sudden passing devastated Marianne and shattered her world; Marianne's best friend for nearly her entire life was suddenly gone and she understandably struggled to cope with the loss.

14. Marianne's struggles were exacerbated by Ehler-Danlos syndrome, a disease she has suffered from her entire life.

15. Marianne suffers from vascular Ehler-Danlos, a more severe type of the syndrome that makes the body's connective tissues and organs extremely fragile. It also causes increased vulnerability and sensitivity to alcohol and medications.

16. For Marianne, her condition causes body pain, blood clots, inflammation, including of the brain, which can cause depression, and also causes her to be fatigued and easily injured. As a result, she generally feels weak, tired and is in constant pain.

17. Marianne also suffers from anxiety but cannot take anti-anxiety medication because of vascular Ehler-Danlos.

18. Individuals with vascular Ehler-Danlos have an average life expectancy of 48-51 years. Marianne is currently 49 years old.

19. In December 2024, Marianne decided to take a trip to Italy but was nervous about traveling internationally.

20. She received a recommendation from one of Chad's former colleagues to reach out to a company who could pair her with someone who spoke Italian and could assist her on the trip.

21. That company was Cowboys 4 Angels ("CFA") who paired Marianne with Defendant Gregg Starr ("Starr").

22. On information and belief, CFA is an escort service (though Marianne was not aware of this at the time).

23. Marianne, unaware of the nature of CFA, hired Starr purely for assistance on her trip.

24. During the trip, Starr had his own room and while he did make advances to Marianne she turned him down because she was still mourning Chad.

25. Marianne paid CFA $27,000 for Starr's assistance on the trip.

26. Payment was made through three $9,000 payments sent to an entity called "Collins Productions."

27. Marianne now believes payment was made this way to avoid triggering IRS reporting requirements.

28. Marianne completed her trip, returned home and had no further contact with Starr, until CFA began calling her.

29. CFA employees, including Bridget Collins ("Collins"), began calling Marianne and telling her that Starr missed her and wanted to talk to her.

30. Specifically, Collins and her assistant continued encouraging Marianne to speak to Starr and told Marianne that Starr missed her.

31. Marianne, extremely vulnerable as she was still mourning the loss of her husband, agreed to meet with Starr.

32. Starr, sensing Marianne's vulnerability and knowing of her wealth, began to worm his way into her life.

33. After Starr firmly had Marianne "hooked," he convinced Marianne to continue paying CFA to spend more time with him.

34. Starr insisted Marriane pay CFA so that he could date her "exclusively".

35. These payments were arranged over the phone with Collins or other CFA employees and made by wire.

36. By March 2025, Starr convinced Marianne to sign a contract in which she agreed to pay CFA approximately $150,000 for Starr to be exclusive to her.

37. Marianne, swept up by Starr's whirlwind of affection, agreed to this contract and paid by mailing multiple $9,000 checks to CFA.

38. Their "relationship" continued, and Starr further ingratiated himself into Marianne's life and psyche, and ultimately made her dependent on him.

39. Collins, much like Starr, also wormed her way into Marianne's life and convinced her that they were friends so that she would be better able to manipulate Marianne.

40. In August 2025, Starr began acting oddly and Marianne began to suspect that he was seeing an ex-girlfriend.

41. Marianne ultimately confirmed this and broke up with Starr on October 1, 2025, and blocked Starr on her phone in the hopes of a clean break.

42. This should have been the end of the situation, but CFA and Starr would not let Marianne and her money go.

43. Collins and her assistant repeatedly contacted Marianne and tried to convince her to meet with Starr.

44. In particular, Collins and her assistant, still pretending to be Marianne's friends, kept telling Marianne that Starr loved her, was sorry, and wanted to get back together with her.

45. Collins and/or her assistant contacted Marianne with this message on a nearly daily basis.

46. In this way, Starr wove a web of emotional manipulation which ensnared Marianne – with the goal of taking her money.

47. Marianne told CFA that she did not want to speak to, or see Starr, but CFA told Marianne that Starr was begging to speak to Marianne.

48. In her still vulnerable state, Marianne eventually gave in and agreed to meet with Starr in November 2025.

49. Over the course of November 2025, Starr once again manipulated Marianne and forced her to get back together with him.

50. On December 1, 2025, Starr moved into Marianne's New York apartment.

51. On the same day, Marianne and Starr executed another contract, at Starr's insistence, which saw the resumption of fees paid to CFA.

52. Specifically, Marianne signed an agreement with CFA where Starr would be with her "full time".

53. Marianne signed this agreement for December 1, 2025, through May 31, 2026 and paid $368,000 up front for it. *See* Exhibit A hereto.

54. This money was wired to Collins Productions.

55. In January 2026, Collins began discussing a further contract with Marianne for Starr's exclusivity from April and May 2026.

56. Marianne agreed to this contract and paid another $90,000 to Collins Productions.

57. In early 2026, Marianne traveled to Los Angeles for surgery.

58. The recovery from this surgery required Marianne to take both gabapentin and codeine, a narcotic, as part of her recovery.

59. Due to her vascular Ehler-Danlos syndrome, Marianne was inordinately susceptible to the effects of these medications. As a result, Marianne was in a compromised mental state following the surgery.

60. In particular, gabapentin interacted with Marianne's vascular Ehler-Danlos and caused her to feel like a completely different person and lose full control over her mental facilities.

61. Following the surgery, Marianne also suffered from a severe infection in her arms which required further medical treatment and medication.

62. During this time of vulnerability, Collins told Marianne that Starr loved her and wanted to be with her but could not leave CFA without being bought out of his contract.

63. Collins told Marianne that it would take $10 million to get Starr out of his contract.

64. Collins's assistant and Starr confirmed to Marianne that this was true and that Marianne was Starr's only way of escaping CFA.

65. Due to the surgery, the medication, and her ongoing grief, Marianne did not realize these claims were false and that Starr and Collins were setting the stage to scam her.

66. Starr and Collins's continuously repeated to Marianne that they needed $10 million for Starr to leave CFA.

67. Near the end of February 2026, Marianne, despite still recovering from her surgery and while still suffering from the infection in her arms, traveled with Starr to Atlanta to visit Starr's mother who had dementia and had broken her neck.

68. While on this sad trip, Collins and her assistant suddenly appeared in Atlanta claiming they were there to support Marianne.

69. However, unbeknownst to Marianne, Collins had brought a $10 million contract with her (*i.e.*, the "Exit Agreement"). *See* Exhibit B hereto.

70. Starr, Collins, Collins's assistant, and Marianne went out to lunch. At this lunch, Starr and Collins insisted that Marianne drink alcoholic beverages.

71. Starr and Collins were aware of the medication that Marianne was on and that she should not be drinking, but continued to pressure Marriane to drink and even ordered shots for the table.

72. Only after Marianne had had several drinks did Starr and Collins reveal the $10 million Exit Agreement.

73. These drinks interacted with Marianne's medication and her vascular Ehler-Danlos syndrome to render her mentally incapacitated.

74. At this point, Starr and Collins began to emotionally manipulate Marianne into signing the Exit Agreement.

75. Starr reiterated his love for Marianne and explained that he needed her help to escape CFA.

76. Starr and Collins took the nearly-incapacitated Marianne into a hotel room at the Four Seasons Atlanta and continued to urge her to sign the Exit Agreement.

77. Starr emphasized how only Marianne could save him from CFA and how they would be free to live their lives together.

78. Notably, the Exit Agreement falsely states that Marianne consulted counsel. In reality, Marianne had not seen the agreement before that day and was not given the opportunity to consult with counsel.

79. The Exit Agreement also states that payment would be made to "Clearstream Holdings LLC."

80. Pressured by Starr and Collins, under the influence of multiple prescription medications as well as five alcoholic drinks, suffering from a severe infection, still recovering from surgery, and still emotionally lost due to the loss of her husband, Marianne signed the Exit Agreement despite lacking the capacity to understand its import.

81. Marianne only signed the agreement because she was not in her right mind, due to the influence of her medication, alcohol and the tremendous coercive pressure she was put under.

82. Following the signing, Starr began bullying Marianne to send him the money claiming that he could not leave CFA (and they could not be together) until Marianne did.

83. Marianne believed Starr loved her and that she could trust him.

84. Both Collins and her assistant also began contacting Marianne and telling her that she needed to send the money.

85. Marianne was still taking gabapentin at this time.

86. In April 2026, Starr told Marianne that if she did not pay he would be forced back into work for CFA.

87. Under pressure from Starr, as well as CFA employees, Marianne attempted to send the $10 million through J.P. Morgan Chase bank.

88. Chase initially transferred the funds but then recalled them because of concerns of fraud.

89. Marianne was then pressured to use Westpac bank to send the money. Again, she was told by Starr and Collins that, if she did not send the money, Starr would not be able to leave C4F and begin a permanent relationship together.

90. Marianne attempted to send the funds through Westpac, but Westpac refused, citing concerns over fraud and coercion.

91. Starr then told Marianne to open a join account with Charles Schwab, which would enable him to withdraw the money without a bank approving the transfer.

92. Starr stated that he would take the money from the account and use it to pay his way out of his "prior agreements" with CFA.

93. At Starr's insistence, Marianne opened the account.

94. Under pressure from Starr and believing it was the only way to free him and for her and Starr to have a future together, Marianne made a series of transfers in May and June of 2026 to that account totaling $5.95 million.

95. Starr transferred $5.7 million of those funds from their joint account into a separate account at Schwab (x3702) under Starr's sole control. *See* Exhibit C hereto.

96. No agreement entitled Starr to take those funds for himself, and those funds remain Marianne's property.

97. In total, Marianne lost $5.95 million due to Starr's fraudulent misrepresentations.

98. Starr continued to pressure Marianne for the remaining $4 million dollars and even hired an attorney to create another agreement to that effect.

99. In June 2026, Marianne came to Davidoff Hutcher & Citron LLP's ("DHC") offices for assistance with certain legal issues, including Starr's request for additional funds.

100. When DHC attorney Larry Hutcher became aware of what was going on, he arranged a meeting and confronted Starr.

101. Starr threatened to remove and hide the $5.95 million unless Marianne agreed to pay the remaining $4 million.

102. It was at this point that Marianne finally realized that Starr and Collins had scammed her.

103. Up until this point, Marianne believed Starr loved her and believed his misrepresentations.

104. Marianne believed she was helping her new love and has only recently realized that Starr is a fraudster who shamelessly exploited her during the lowest period of her life.

<u>AS AND FOR A FIRST CAUSE OF ACTION</u>
(Fraud)

105. Plaintiff repeats and realleges each and every foregoing allegation as if set forth in full herein.

106. Defendant misrepresented to Plaintiff that he needed $10 million dollars to leave his employment at CFA.

107. Defendant knew this to be false.

108. Defendant further misrepresented to Plaintiff that if she paid him $10 million dollars they would have a relationship together.

109. Defendant had no intention of having a long-term relationship with Plaintiff and did not use the $5,950,000 that he received from Plaintiff to buy out his purported prior agreements with CFA .

110. Plaintiff, based in part on her intimate relationship with Defendant and her compromised mental state, reasonably relied on these false statements.

111. Further, given the amounts previously charged by CFA, the $10 million buyout seemed reasonable at the time to Plaintiff (especially while in a compromised state).

112. As a result of Defendant's misstatements and Plaintiffs reliance on them, Plaintiff was harmed in the amount of $5.95 million.

<u>AS AND FOR A SECOND CAUSE OF ACTION</u>
(Fraudulent Inducement)

113. Plaintiff repeats and realleges each and every foregoing allegation as if set forth in full herein.

114. Defendant misrepresented to Plaintiff that unless she signed the Exit Agreement and paid CFA $10 million dollars he would be unable to leave his employment at CFA.

115. Defendant further misrepresented to Plaintiff that if she signed the agreement he would begin a relationship with her, notwithstanding what the Exit Agreement itself stated.

116. Defendant knew these statements to be false as there was no $10 million dollar buyout for him and that he had no intention of continuing a relationship with Plaintiff.

117. Plaintiff, based on her intimate relationship with Defendant, relied on these false statements when she signed the Exit Agreement.

118. But for Defendant's misrepresentations, Plaintiff would not have signed the Exit Agreement.

119. As a result of the foregoing, Plaintiff was damaged in the amount of $5.95 million.

AS AND FOR A THIRD CAUSE OF ACTION
(Unjust Enrichment)

120. Plaintiff repeats and realleges each and every foregoing allegation as if set forth in full herein.

121. Defendant received $5.95 million as a result of the fraudulent scheme he perpetrated on the Plaintiff.

122. Defendant took this money from Plaintiff's Charles Schwab account to her detriment.

123. It would be inequitable and against good conscience to allow Defendant to retain these funds which Plaintiff transferred to him under false pretenses and coercion.

124. As a result of the foregoing, Plaintiff is entitled to the return of $5.95 million.

AS AND FOR A FOURTH CAUSE OF ACTION
(Constructive Trust)

125. Plaintiff repeats and realleges each and every foregoing allegation as if set forth in full herein.

126. Defendant and Plaintiff had a confidential and/or fiduciary relationship.

127. Defendant promised Plaintiff that if she transferred $10 million to CFA, he would be able to leave CFA and start a life with her.

128. Defendant further told Plaintiff that unless she transferred the money he would not be able to leave CFA.

129. Relying on these promises because of her close relationship with Defendant, Plaintiff transferred $5.95 million to the parties' joint account which was supposed to be used to effectuate the purported "buy out" of his "prior agreements" with CFA, which never happened.

130. Defendant retained the funds for personal use and was unjustly enriched thereby.

131. As a result of the foregoing, Plaintiff is entitled to a constructive trust over the $5.95 million.

AS AND FOR A FIFTH CAUSE OF ACTION
(Money Had and Received)

132. Plaintiff repeats and realleges each and every foregoing allegation as if set forth in full herein.

133. Defendant Starr, to his great benefit, received $5.95 million from the Plaintiff due to his fraudulent actions.

134. Under notions of equity and good conscience, Defendant cannot be permitted to retain this money as it is the result of a scam which he perpetrated on Plaintiff, a vulnerable individual.

135. As a result of the foregoing, Plaintiff is entitled to the return of $5.95 million.

AS AND FOR A SIXTH CAUSE OF ACTION
(Conversion)

136. Plaintiff repeats and realleges each and every foregoing allegation as if set forth in full herein.

137. Plaintiff has a possessory right and interest in the $5.95 million dollars which she deposited into her Charles Schwab account.

138. Defendant interfered with that right and interest when he took the $5.95 million from the account.

139. Defendant had no right to remove these funds from the account and keep them for himself.

140. As a result of the foregoing, Plaintiff is entitled to the return of the $5.95 million.

AND AS FOR A SEVENTH CAUSE OF ACTION
Declaratory Judgment

141. Plaintiff repeats and realleges each and every foregoing allegation as if set forth in full herein.

142. Defendant Starr has attempted to enforce the Exit Agreement.

143. The Exit Agreement is tainted by fraud, fraudulent inducement, duress, undue influence, coercion, and lack of capacity.

144. Defendant enacted a fraudulent scheme by which he tricked Plaintiff into believing that the only way to free Defendant from his purported “prior agreements” with CFA was to pay CFA $10 million.

145. Defendant further lied to Marrianne and stated he would have a relationship with her if she signed the Exit Agreement.

146. Plaintiff would not have executed the Exit Agreement but for these fraudulent pretenses.

147. At the time of the signing of the Exit Agreement, Plaintiff was not in full possession of her mental facilities. She was subject to the influence of prescription medication, as well as multiple alcoholic beverages.

148. At the time of the signing, Marianne, still recovering from surgery and suffering from an infection in her arms, was forced into a hotel room to sign the Exit Agreement.

149. Because Defendant has attempted to further extort Marianne through the invalid and illegal Exit Agreement, it is necessary for this Court to hold that the Exit Agreement is invalid and of no further force and effect.

150. As such Plaintiff seeks a declaration from the Court that the Exit Agreement is invalid.

WHEREFORE, plaintiff Marianne Flippo demands judgment against Defendant Greggory Starr as follows:

(a) On the first and second causes of action, a monetary judgment in favor of Plaintiff Marianne Flippo against Defendant Greggory Starr in the amount of $5,950,000;

(b) On the third, fourth, fifth and sixth causes of action, a judgment in favor of Plaintiff Marianne Flippo against Defendant Greggory Starr compelling the return of the $5,950,000;

(c) On the seventh cause of action, a judicial declaration that the Exit Agreement is invalid; and

(d) All together with prejudgment interest, the costs and disbursements of this action, including reasonable attorneys' fees, and for such other and further relief as the Court may deem just and proper.

Dated: New York, New York
September 14, 2026

DAVIDOFF HUTCHER & CITRON LLP

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