

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

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MARIANNE FLIPPO,

Plaintiff,

- against -

GREGGORY STARR,

Defendant.

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**AFFIRMATION OF
MARIANNE FLIPPO**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, MARIANNE FLIPPO, affirm under the penalties of perjury, that the following is true and accurate based on my personal knowledge:

1. I submit this affirmation in support of my application for an order: (A) pursuant to CPLR [6201](#)(3) and [6212](#), attaching the \$5,950,000 (the “Stolen Funds”) that I was fraudulently induced into transferring to Defendant Gregory Starr (“Starr” or “Defendant”) and/or otherwise attaching Defendant’s bank accounts up to a total amount of \$5,950,000, including but not limited to Defendant’s account at Charles Schwab Bank (x3702); (B) pursuant to CPLR [6301](#), issuing a temporary restraining order (“TRO”) and preliminary injunction enjoining Defendant, or any person or entity acting in concert with him, from using, transferring, pledging, encumbering, dissipating, or otherwise disposing of the Stolen Funds, whether directly or indirectly through entities or persons under Defendant’s control; (C) pursuant to CPLR 6220 for expedited discovery in aid of the order of attachment; and (D) for such other and further relief deemed appropriate by the Court.

Introduction

2. At the very outset, my prayer for relief is both urgent and compelling. As will be more fully set forth herein, I am the victim of a heinous scheme perpetuated by Starr, a conniving male escort, who defrauded me of \$5,950,000. It is only through the exercise of this Court's equitable powers that Starr will be held accountable for his shameless conduct and allow me to recover the Stolen Funds.

3. It is not easy – indeed, it is truly embarrassing – to publicly disclose what happened to me. But I do so to regain my dignity as well as to shed light on Starr's egregious conduct and hopefully prevent others from falling prey to this sociopath.

4. If Starr believed that he could retain the proceeds of his illegal scheme and that I would go quietly into the night to avoid unwanted publicity, he is sorely mistaken. I intend to, and will, vigorously enforce my rights to recover the Stolen Funds no matter the personal cost to me. I will not permit Starr to succeed.

Defendant

5. Starr is a male escort associated with an escort agency known as Cowboys 4 Angels. Upon information and belief, Starr resides in New York and sometimes conducts personal business through a fictitious entity named "NY Collins Production NY."

Background

6. Chad Flippo and I began dating when I was 13 years old and we married in 1996 when I was just 19 years old. We had 3 children together.

7. Chad and I were married for 28 years when in August 2024 he unexpectedly succumbed to depression and took his life. My life dramatically changed in an instant. His loss devastated me as well as our three adult children.

8. For the first time since I was 13 years old, I was without my soulmate and was left to navigate an entirely new life on my own.

9. Chad was an early employee of Roblox, the hugely popular online game platform and game creation system that allows users to program and play games created by themselves or other users.

10. As a result of his work, Chad accrued a substantial amount of wealth which I inherited upon his death.

11. Chad and I had a traditional marriage, and he managed our finances. As a result, I had no experience managing money.

12. Suddenly being tasked with managing a significant amount of wealth was yet another overwhelming and shocking change from my former life.

13. Further compounding my struggles, I suffer from vascular Ehler-Danlos syndrome, which is a rare, severe genetic disorder that makes blood vessels and organs fragile and prone to tearing or rupturing.

14. People with vascular Ehler-Danlos syndrome typically have an average life expectancy of approximately 48-51 years. I am currently 49 years old.

15. My condition causes me chronic body pain, blood clots, and inflammation, including in my brain, which causes confusion and anxiety.

16. I generally feel weak, tired, in constant pain, anxious, and often confused. Becoming emotional and experiencing stress causes my symptoms to flare-up and intensify.

17. However, my condition also causes unusually high sensitivity to medication and alcohol and prevents me from taking many of the medications that would normally be available to manage my symptoms.

My Initial Contact with Defendant

18. One of my medications is manufactured in Russia and in 2024, due to the war in Ukraine, became unavailable in the United States.

19. The medication was, however, available in Italy, so in December 2024, despite still being in mourning, I decided to travel to Italy to obtain the medication for my health and well-being.

20. However, I do not speak Italian, and I knew that I was going to need some personal assistance during my trip.

21. A former coworker of Chad's recommended that I contact Cowboys 4 Angels ("CFA"), to see if they could assist me.

22. I now know that CFA is a service that provides escorts, however, at the time, I merely believed that CFA provided personal assistants and similar services.

23. I called CFA and explained that I needed someone who spoke Italian to assist me on my trip to Italy.

24. They introduced me to Starr who I ultimately retained, through CFA, to accompany me on my trip to Italy.

25. During our trip, Starr stayed in a separate hotel room and, while he did make physical advances, I turned him down because I was still in mourning and not interested in any sort of romantic relationship.

26. During the trip, Starr and I spent a significant amount of time together and shared personal details and confidences about our lives including the fact that I had been left a substantial amount of money by my deceased husband.

27. I paid CFA approximately \$27,000 for Starr's assistance during the trip.

28. At CFA's request, I made the payment in the form of three \$9,000 payments (which I now understand was likely intended to avoid IRS reporting requirements).

Defendant's Campaign of Coercion

29. After the trip, I did not intend to have any further communication with Starr or CFA, and I made no effort to contact them.

30. However, CFA began reaching out to me saying that Starr missed me and wanted to see me again.

31. I now know that this was only because they intended to exploit me. Starr knew I was in a very vulnerable state and had significant financial resources. Starr was putting his dastardly plan into action.

32. In particular, CFA employees, including Bridget Collins and her assistant, acting in concert with Starr, began calling me on a regular basis telling me that Starr missed me and wanted to talk to me.

33. Throughout the course of our interactions, Collins and her assistant pretended to be my friends and ingratiated themselves into my personal life.

34. They kept telling me that Starr cared about me and was interested in me. I was flattered by Starr's continued interest but also vulnerable and confused by everything going on in my life.

35. I told CFA that I was not interested, but they kept insisting. I finally relented and agreed to meet with Starr just to thank him for his assistance on the trip.

36. When I met with Starr, he showered me with praise and affection. With all of the craziness in my life, the attention and affection felt good.

37. Soon thereafter, Starr convinced me to begin paying CFA so that we could regularly spend time together.

38. After this arrangement was set up, Collins told me that Starr could begin seeing me exclusively, but it would be expensive.

39. In March 2025, I agreed to pay CFA approximately \$150,000 due to my loneliness and fragile state so Starr could be exclusive with me.

40. This amount was also paid in the form of \$9,000 checks.

41. From March through August 2025, I kept seeing Starr and he further worked his way into my life causing me to become emotionally dependent on him.

42. Starr convinced me that he loved me and, believing these lies, I started to fall in love with him.

43. In August 2025, I became suspicious that Starr had begun seeing an ex-girlfriend, Bridget West.

44. Over the next month, I confirmed my suspicions and broke up with Starr on October 1, 2025.

45. I also blocked Starr on my phone so that I could have a clean break from him.

46. Shortly thereafter, I began hearing repeatedly from Collins and her assistant, who encouraged me to get back together with Starr or at least speak to him.

47. I informed them that I did not want to see or speak to Starr ever again, but they insisted that I talk to him.

48. After this pressure from CFA employees, who at the time I believed to be my friends, I finally agreed to speak to Starr.

49. I now see that these people never cared about me – they were just afraid of losing out on a chance to make even more money from me.

50. When I spoke to Starr, he apologized profusely for seeing his ex-girlfriend and eventually I agreed to get back together with him.

51. On December 1, 2025, Starr moved into my Upper West Side apartment.

52. Back under his spell, Starr convinced me to sign an “Independent Contractor Agreement” for the months of December 2025 through March 2026 for him to continue seeing me.

53. A copy of the Independent Contractor Agreement is attached as Exhibit A.

54. Under this contract, I paid CFA, through Collins Productions LLC, \$368,000 for Starr to be with me from December 1, 2025, through March 31, 2026.

55. In January 2026, Collins began telling me that I should sign another contract to have Starr’s exclusivity in April and May 2026.

56. At Collins’s prompting, I signed another contract in January 2026 for \$90,000 and paid that amount to Collins Productions LLC.

57. In early 2026, I traveled to Los Angeles for surgery. Following the surgery, I was prescribed gabapentin and codeine as part of my recovery.

58. Due to my vascular Ehler-Danlos syndrome I was more susceptible to the effects of these medications than the average person would be. As a result, these medications left me in a compromised mental state.

59. Additionally, following the surgery I contracted a severe infection in both of my arms.

60. The surgery and infection caused me continuous pain and distress, and required extensive medical intervention and additional medication, throughout the period of January 2026

through April 2026. While I stopped taking the codeine in April 2026, I still had to take Gabapentin through June 2026.

61. During this time, I was not in my right mind. I did not have full control of my mental faculties due to the medication I was prescribed and the emotional roller-coaster I was on following so many drastic changes in my life.

62. It is also during this time that Starr began to tell me that he wanted to be with me on a full-time and exclusive basis but could not leave CFA because he was bound by a contract with CFA to continue to work for them.

63. Unfortunately, I was not capable or perceptive enough to know these statements were false but, since I loved and trusted Starr, I relied on what he said. I now realize I was foolish.

The Fabricated \$10 Million Buyout

64. In January 2026, Collins told me that Starr could not terminate his association with CFA unless his existing contracts were “bought out” at a price of \$10 million.

65. Starr confirmed this and begged me to help him escape and promised that he loved me and that we would be together once he left CFA.

66. Collins and her assistant also confirmed that if I paid the \$10 million, then Starr could leave CFA and be free of any obligations to them.

67. At this time, I was in an extremely vulnerable state. I was still mourning the loss of my husband, I was suffering physically from the recovery from my surgery and with the severe infection in my arms, and I was also experiencing the heightened physical and emotional effects of the medications I had been prescribed.

68. I believed Starr’s and CFA’s representations that the only way for Starr to get free of CFA and for us to be together was by paying the \$10 million.

69. In February 2026, Starr's mother, who had dementia, broke her neck and Starr and I traveled to Atlanta to visit her.

70. During the visit, Collins and her assistant suddenly and unexpectedly showed up.

71. They claimed that they came to offer their condolences and personal support. I did not doubt their sincerity and we all went to get lunch.

72. At lunch, even though they were aware that I should not drink because of the medications I was taking, Starr and Collins insisted that I drink, at one point even ordering shots for the table.

73. Feeling like I had some friends for the first time in a long time I went along with them.

74. After I had about 5 drinks, I was presented with an "Exit Agreement" which would require me to pay \$10 million to buy out Starr and CFA's unspecified "prior agreements" referenced therein.

75. At the time, I was still recovering from surgery, my arms were still infected, and I was on painkillers.

76. While I was drunk and confused (all of which was exacerbated by my medications and medical condition), Starr and Collins began to press me to sign the Exit Agreement.

77. Starr, Collins, and her assistant eventually took me into a hotel room at the Four Seasons and coerced me to sign the Exit Agreement.

78. I had never seen the Exit Agreement before that day, was not given any chance to have an attorney review it, and I was not in my right mind when I signed it. Attached as Exhibit B is a copy of the Exit Agreement.

79. I only signed the Exit Agreement because I was alone, scared, and not in possession of my mental faculties and because of the false representations Starr and the CFA employees made to me that the only way Starr and I could be together was to pay the \$10 million.

80. After signing the Exit Agreement and returning from Atlanta, Starr and Collins began to hound me to send them the money.

81. Starr kept telling me that I needed to send the money in order for him to be able to leave CFA and I feared he would be trapped if I did not send it.

82. At one point Starr even said that if I did not send the money he would be forced back to CFA.

83. Succumbing to the pressure of the group, I attempted to wire the \$10 million to CFA's account.

84. While JPMorgan Chase Bank initially agreed to follow my instructions and send the money -- Chase recalled the transfers because of concerns about fraud. While this should have been a wake-up call for me, it was not.

85. Starr then implored me to use Westpac bank to send the money. I attempted to do so but Westpac also refused to transfer the funds citing concerns over fraud and coercion.

86. Still under Starr's spell and continuing to believe his misrepresentations, I failed to heed these warning signs.

87. In his never-ending and increasingly desperate effort to secure the funds, Starr directed me to open a joint account at Charles Schwab under both our names. This would allow Starr access to the money without triggering the bank's concerns about fraud.

88. Starr told me that he intended to take the money out of the account and would only use it to buyout his alleged "prior agreements" with CFA and terminate his work at CFA.

89. Still trusting Starr and seeing this as the only way to free him and for us to have a future together, I made a series of transfers to that account.

90. In total, I transferred \$5.95 million to that account based on Starr and CFA's false and fraudulent representations to me.

91. I relied upon what Collins and Starr told me about Starr needing the money to be able to leave CFA and that he would be with me after. I now know these were all lies.

92. Starr has since transferred at least \$5,719,010.37 out of our "joint account" and I believe has deposited into a separate account at Schwab.

93. Attached as Exhibit C are the account statements showing those transfers.

94. I believe that Starr transferred only a portion of the funds to Collins, Collins Productions, and/or CFA.

95. Not satisfied with stealing \$5.95 million, Starr began pressuring me to forward the balance of the \$10,000,000 he claimed he needed. He even retained an attorney to prepare an agreement which he submitted to me for review.

96. At the same time, I started working with my current lawyers, Davidoff Hutcher & Citron LLP ("DHC"), including Larry Hutcher ("Hutcher"), to deal with certain legal issues I was facing, as well as Starr's request for the additional funds.

97. Hutcher arranged a meeting for us to all meet in his office, including Starr and his attorney. I attended, along with other attorneys at DHC.

98. At the very start of the meeting, Hutcher expressed concern that I was being taken advantage of and questioned why I had agreed to pay the \$5,950,000 and was willing to pay the additional \$4,000,000 Starr wanted. While this was not what I expected, I finally realized that I needed protection.

99. Hatcher accused Starr of extorting me and made clear that he was going to take action to address this disturbing situation. Starr, recognizing that the “jig was up,” became visibly angry and threatened to leave me and secrete the money in his Schwab account.

100. Up until this point, I had believed Starr’s lies.

101. I now recognize that I was the victim of a horrendous scheme by Starr who is a sociopath who lacks any conscience.

102. This action seeks to recover the Stolen Funds.

103. By this application, I am also seeking interim relief to prevent Starr from dissipating the Stolen Funds during the pendency of this action.

104. This is necessary as, even prior to this suit, Starr has been rapidly spending my money.

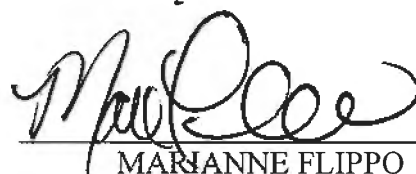
105. I am informed by my attorneys that for all the reasons set forth in the accompanying Memorandum of Law that I am able to satisfy all of the elements necessary to secure the relief sought herein.

106. In conclusion, I respectfully request that I be granted the equitable relief sought herein. I have been victimized but now, with the help of my counsel and this Court, I am prepared to move forward and hold Starr accountable.

107. There has been no prior request for the relief sought herein.

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

I affirm this day of September 14, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, except as to matters alleged on information and belief and as to those matters I believe it to be true, and I understand that this document may be filed in an action or proceeding in a court of law.



MARIANNE FLIPPO