

STATE OF NEW YORK  
SUPREME COURT \_\_\_\_\_ COUNTY OF WAYNE

MARBLETOWN VOLUNTEER FIRE DEPARTMENT, INC. **VERIFIED COMPLAINT**

Plaintiff,

Index No.:

against

WILLIAM STORRS and NICOLE STORRS

Defendants.

\_\_\_\_\_  
Plaintiff, Marbletown Volunteer Fire Department, Inc., by their attorneys Pinsky Law Group, PLLC, as and for their Complaint against the Defendants, allege as follows:

**THE PARTIES**

1. Plaintiff, Marbletown Volunteer Fire Department, Inc., is a Not-for-Profit Corporation with the primary purpose of providing fire protection, situated in Wayne County, New York.
2. Defendants William and Nicole Storrs are individuals residing at 2050 Shuler Road, Newark, New York 14513, Wayne County, New York.

**STATEMENT OF THE FACTS**

3. Defendant William Storrs served as the Chief of the Marbletown Volunteer Fire Department from January 5, 2024 to the present time. Defendant William Storrs served as the Treasurer of the Marbletown Volunteer Fire Department from January 6, 2020 until January 5, 2024.
4. Defendant Nicole Storrs served as the Treasurer of the Marbletown Volunteer Fire Department from January 6, 2024 until July 29, 2024. She was placed on all of the Plaintiff's bank accounts on or about January 6, 2024.

5. In or about August, 2024, Plaintiff notices unusual withdrawals, transfers, purchases, expenditures and other unauthorized transactions (collectively “transactions”) by one or both Defendants.
6. Such transactions were made without authority and were not in any way related to the business of the Plaintiff.
7. Examples of such unauthorized transactions include, but are not in any way limited to hundreds of personal purchases from Only Fans, Amazon, various stores, PayPal and VenMo transfers to their own or personal accounts, Ebay transactions, Facebook transactions, Lowes, Wegmans, “Hotel Engine”, Walmart, concession stands, Hobby Lobby, N.Y.S. Parks, restaurants including Applebees, U-Haul, LNB Enterprises, Philo Inc, Instacart, Wegmans, Dunkin, Spectrum, Family Dollar, Save-A-Lot, David’s Bridal, Etsy, Apple.com, Verizon, various restaurants, “Cash App”, Fingerhut, BJs, Skyweb, gas stations, Leaseville.com, Carpay, Olive Garden, various amusement parks, Zips Truck Equipment, Finger Lakes Campgrounds, State Farm, and car washes.
8. Defendant also used Plaintiff’s monies to place a downpayment on his personal vehicle.
9. Defendants also made hundreds of direct cash withdrawals and debit withdrawals and transfers to their own personal accounts.
10. It is believed that such unauthorized transactions commenced in or about 2021 and continued until their discovery in or about August, 2024.
11. Plaintiff estimates that the unauthorized funds amount to over \$125,000.
12. Defendants also control the passwords and access to numerous software, bank accounts and other accounts of Plaintiff. Defendants have refused to release access to such software and accounts despite Plaintiff’s demands therefore.

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

**CONVERSION AND CIVIL THEFT**

13. Plaintiff repeats and re-alleges each and every one of the above paragraphs as if fully stated herein.
14. Plaintiff maintained a legal right of possession of their funds.
15. Plaintiff's funds were under Plaintiff's control while located within bank accounts and other financial accounts until they were converted by Defendants.
16. Defendants exercised an unauthorized dominion over such funds to the exclusion of the Plaintiff's rights.
17. Defendants utilized Plaintiff's funds without authorization of the Plaintiff and in violation of law.
18. Defendants were obligated to treat Plaintiff's funds not as Defendants' own funds, but as Plaintiff's own funds, and to spend them only on expenses which solely benefit Plaintiff and not Defendants.
19. Defendants intentionally and without authority, diverted the funds from Plaintiffs for Defendants' own improper use and/or benefit.

**AS AND FOR A SECOND CAUSE OF ACTION:**

**BREACH OF FIDUCIARY DUTY**

20. Plaintiff repeats and re-alleges each and every one of the above paragraphs as if fully stated herein.
21. Defendants were officers of Plaintiff, a corporation. As such they owed Plaintiff a duty of loyalty and care pursuant to the Not-for-Profit Corporation Law § 717.

22. Defendants breached their duties of loyalty and care by misappropriating Plaintiff's funds for Defendants' own benefit.
23. Defendants also are liable for such actions pursuant to Not-for-Profit Corporation Law § 719, 720
24. Plaintiffs were directly damaged by Defendants' breach of their fiduciary duties to Plaintiff.

**AS AND FOR A THIRD OF ACTION:**

**UNJUST ENRICHMENT**

25. Plaintiff repeats and re-alleges each and every one of the above paragraphs as if fully stated herein.
26. Defendants were enriched by their unauthorized use and taking of Plaintiff's funds.
27. Defendants' enrichment was at the Plaintiff's expense.
28. It would be against equity and good conscience to permit Defendants to retain Plaintiff's funds.
29. Defendants had no right to be enriched by or benefit from these funds.
30. Under these circumstances, equity and good conscience require that the funds be returned to Plaintiff by Defendant.

**AS AND FOR A FOURTH CAUSE OF ACTION:**

**FRAUD**

31. Plaintiff repeats and re-alleges each and every one of the above paragraphs as if fully stated herein.
32. Defendants knowingly misrepresented to Plaintiff that they were performing their duties in accordance with their fiduciary obligations.

- 33. Defendants knowingly misrepresented to Plaintiff that they were not spending funds improperly or to their own benefit.
- 34. Plaintiff justifiably relied upon Defendants that they were performing their obligations faithfully, legally and not in violation of their duties of care and loyalty.
- 35. Plaintiff has been directly damaged by Defendants' misappropriation of Plaintiff's funds.

**WHEREFORE**, Plaintiffs demand judgment against Defendants jointly and severally, on each and every one of the above causes of action, either collectively or separately as in the alternative to the others, in the amounts of up to ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) each, plus interest, plus attorneys' fees, filing fees, expenses and costs of this action, punitive damages, and for such other and further relief as this Court deems just, proper and necessary; and further requests an Order requiring Defendant's to release to Plaintiff and/or to take any and all action to release to Plaintiff all passwords, account information, log in credentials and other such information necessary to obtain access to all of Plaintiff's financial accounts, software, programs, licenses and other data.

Dated: August 26, 2024

PINSKY LAW GROUP, PLLC

By: *Bradley Pinsky*

Bradley M. Pinsky  
Attorneys for Plaintiff  
4311 East Genesee Street  
Syracuse, New York 13214  
(315) 428-8344  
bpinsky@pinskylaw.com

ATTORNEY VERIFICATION

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

Bradley M. Pinsky, Esq., an attorney admitted to practice in New York State, affirms under penalties of perjury that: Deponent is the attorney of record for the Plaintiff, Marbletown Volunteer Fire Department, Inc., in the within action; Deponent has read the foregoing Complaint and knows the contents thereof; that the same is true to my own knowledge, except as to the matters therein stated upon the information and belief, and as to those matters I believe them to be true.

This verification is made by Deponent because the Plaintiff has no residence or office within the County of Onondaga, New York, where his attorney has his office. The grounds of Deponent's belief as to all matters not stated upon Deponent's own knowledge are as follows: inspections of records and documents of the Plaintiff, correspondence, conversations, other writings, interviews and other information concerning this subject matter which Deponent has caused to be made or acquired from the parties herein.

I certify that to the best of my knowledge, information and belief, formed after inquiry reasonable under the circumstances, the presentation of the Complaint or the contentions therein are not frivolous.

Dated: August 26, 2024

[Handwritten signature of Bradley M. Pinsky, Esq.]
Bradley M. Pinsky, Esq.

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

On the 26th day of August in the year 2024, before me, the undersigned, personally appeared Bradley M. Pinsky, Esq., attorney for the Plaintiff, Town of Marbletown Volunteer Fire Department, Inc. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person on whose behalf which the individual acted, executed the instrument.

[Handwritten signature of Nicole Christine Pinsky]

Notary Public

