

**SILVERMANACAMPORA LLP**  
Counsel to Kenneth P. Silverman, Esq.,  
Chapter 7 Trustee  
100 Jericho Quadrangle, Suite 300  
Jericho, New York 11753  
(516) 479-6300  
Jay S. Hellman, Esq.  
David J. Mahoney, Esq.

**Hearing Date: April 10, 2012**  
**Time: 10:00 a.m.**

**Objections Due: April 3, 2012**  
**Time: 5:00 p.m.**

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

-----X  
In re:

AGAPE WORLD, INC.,  
AGAPE MERCHANT ADVANCE LLC,  
AGAPE COMMUNITY LLC, AGAPE  
CONSTRUCTION MANAGEMENT LLC,  
AGAPE WORLD BRIDGES LLC, AND  
114 PARKWAY DRIVE SOUTH LLC,

Debtors.

Chapter 7  
Case No.: 09-70660 (DTE)  
Substantively Consolidated

-----X  
KENNETH P. SILVERMAN, ESQ., as  
Chapter 7 Trustee of Agape World, Inc., *et al.*

Plaintiff,

-against-

Adv. Pro. No.: 10-08214 (DTE)

SCOTT STEINER,

Defendant.

-----X  
KENNETH P. SILVERMAN, ESQ., as  
Chapter 7 Trustee of Agape World, Inc., *et al.*,

Plaintiff,

-against-

Adv. Pro. No.: 11-09107 (REG)

SCOTT STEINER,

Defendant.  
-----X

**NOTICE OF HEARING ON TRUSTEE'S MOTION  
UNDER BANKRUPTCY RULE 9019(A) TO APPROVE A  
STIPULATION SETTling THE TRUSTEE'S CLAIMS AGAINST SCOTT STEINER**

**PLEASE TAKE NOTICE**, that upon the application (the "Motion") of Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") for the substantively consolidated estate

of Agape World, Inc., *et al.*, by his counsel, SilvermanAcampora LLP, the Trustee will move before the Honorable Dorothy T. Eisenberg, United States Bankruptcy Court for the Eastern District of New York, located at Long Island Federal Courthouse, 290 Federal Plaza, Courtroom 760, Central Islip, New York 11722 on **April 10, 2012 at 10:00 a.m.** (the "Hearing"), (i) seeking entry of an Order approving of the Stipulation Settling Trustee's Claims against Scott Steiner and (ii) granting related relief. A copy of the proposed Order is annexed hereto.

**PLEASE TAKE FURTHER NOTICE**, that objections, if any, to the relief requested in the Motion or the proposed Order must be (i) made in writing; (ii) electronically filed with the Bankruptcy Court; (iii) delivered to Chambers of the Honorable Dorothy T. Eisenberg, United States Bankruptcy Judge, United States Bankruptcy Court, Eastern District of New York, Long Island Federal Courthouse, 290 Federal Plaza, Courtroom 760, Central Islip, New York 11722; (iv) mailed to SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, Attn: David J. Mahoney, Esq.; and (v) mailed to the Office of the United States Trustee, 560 Federal Plaza, Central Islip, New York 11722, no later than **April 3, 2012 at 5:00 p.m.**

**PLEASE TAKE FURTHER NOTICE**, that the Hearing may be adjourned from time to time without further notice other than the announcement of such adjournment in open Court.

**PLEASE TAKE FURTHER NOTICE**, that you need not appear at the Hearing if you do not object to the relief requested in the Motion.

Dated: Jericho, New York  
March 8, 2012

**SILVERMANACAMPORA LLP**  
Counsel to Kenneth P. Silverman, Esq., the  
Chapter 7 Trustee

By: s/ David J. Mahoney  
Jay S. Hellman  
David J. Mahoney  
Members of the Firm  
100 Jericho Quadrangle, Suite 300  
Jericho, New York 11753  
(516) 479-6300

**SILVERMANACAMPORA LLP**  
Counsel to Kenneth P. Silverman, Esq.,  
Chapter 7 Trustee  
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Jay S. Hellman, Esq.  
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**Hearing Date: April 10, 2012**  
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**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

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In re:

Chapter 7  
Case No.: 09-70660 (DTE)  
Substantively Consolidated

AGAPE WORLD, INC.,  
AGAPE MERCHANT ADVANCE LLC,  
AGAPE COMMUNITY LLC, AGAPE  
CONSTRUCTION MANAGEMENT LLC,  
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114 PARKWAY DRIVE SOUTH LLC,

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KENNETH P. SILVERMAN, ESQ., as  
Chapter 7 Trustee of Agape World, Inc., *et al.*

Plaintiff,

Adv. Pro. No.: 10-08214 (DTE)

-against-

SCOTT STEINER,

Defendant.

-----X  
KENNETH P. SILVERMAN, ESQ., as  
Chapter 7 Trustee of Agape World, Inc., *et al.*,

Plaintiff,

Adv. Pro. No.: 11-09107 (REG)

-against-

SCOTT STEINER,

Defendant.

-----X

**MOTION UNDER BANKRUPTCY RULE 9019(a) SEEKING THE ENTRY  
OF AN ORDER (I) APPROVING A STIPULATION RESOLVING TRUSTEE'S  
CLAIMS AGAINST SCOTT STEINER AND (II) GRANTING RELATED RELIEF**

Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") of the substantively consolidated estate of Agape World, Inc., *et al.*, by his attorneys SilvermanAcampora LLP, seeking an Order approving the stipulation of settlement by and between the Trustee and Scott

Steiner (the “Defendant”), respectfully submits this motion (the “Motion”) under 11 U.S.C. §105 and Federal Rule of Bankruptcy Procedure 9019 for an Order, annexed hereto as **Exhibit A**, approving the stipulation of settlement annexed hereto (the “Stipulation”) that resolves claims against the Defendant. All parties are encouraged to review the Stipulation in its entirety for the specific terms of the settlement. A copy of the Stipulation is annexed hereto as **Exhibit B**.

### **Background**

1. On February 5, 2009 (the “Petition Date”), an involuntary chapter 7 petition was filed by four petitioning creditors (“the Petitioning Creditors”) pursuant to 11 U.S.C. §303(b), against Agape World, Inc. (“AWI”), in the United States Bankruptcy Court for the Eastern District of New York.

2. On February 9, 2008, the Petitioning Creditors filed a motion to appoint an interim chapter 7 trustee under 11 U.S.C. §303(g).

3. On February 12, 2009, the Court granted the Petitioning Creditors’ motion and entered an order directing the United States Trustee’s Office to immediately appoint an interim chapter 7 trustee in the AWI case.

4. On February 12, 2009, Kenneth P. Silverman, Esq., was appointed the interim trustee in the AWI case, and has since duly qualified and is now the permanent Trustee in the Debtors’ substantively consolidated case.

5. On March 4, 2009, the Court issued an Order for relief in the AWI chapter 7 case.

6. On April 14, 2009, the Court issued an Order substantively consolidating AWI, Agape Merchant Advance LLC, Agape Community LLC, Agape Construction Management, LLC, Agape World Bridges LLC, and 114 Parkway Drive South LLC.

7. On June 6, 2010, the Trustee commenced an adversary proceeding against the Defendant (the “Adversary Proceeding”) by the filing and service of a summons and complaint under Adv. Pro. No. 10-08214 (DTE) seeking, among other things, the return of monies paid by

Agape to the Defendant in the amount of \$31,720.00 (the "Trustee's Initial Claim") in connection with what has been alleged to be a Ponzi scheme by the United States of America.

8. The Trustee and his counsel also investigated the financial affairs of the Debtors. The investigation included an analysis of certain transfers made by the Debtors to Cyrek Inc. ("Cyrek"), and all subsequent transfers by Cyrek, now a judgment debtor, to Defendant.

9. On June 6, 2011, the Trustee commenced a second adversary proceeding against Defendant, with Adv. Pro. No. 11-09107, by the filing of a complaint, wherein the Trustee sought the return of certain subsequent transfers totaling \$160,057.35 (the "Subsequent Transfers") made by Cyrek to Defendant (the "Trustee's Subsequent Claims" and together with the Trustee's Initial Claims, collectively, the "Trustee's Claims").

10. The Trustee and the Defendant, through his counsel, Robert Solomon, Esq., engaged in settlement discussions seeking a resolution of the Adversary Proceedings. In an effort to avoid the costs, expenses and uncertainty of continued litigation, the parties have now agreed to resolve the issues raised in the Trustee's Claim upon the terms and conditions contained in the Stipulation.

11. The Trustee has agreed to accept \$40,000.00 (the "Settlement Sum"), plus a waiver of all claims by the Defendant in settlement of the Trustee's Claims.

### **Settlement**

12. The Trustee has determined that settling this matter for the Settlement Sum is in the best interests of the Debtor's estate and is the most economical and efficient way to realize a meaningful and beneficial recovery for the benefit of creditors without the need to incur legal fees and risks inherent with the prosecution of the Trustee's Claims and any resulting judgment efforts.

13. Indeed, after consultation with his retained professionals and in the exercise of his business judgment, the Trustee has determined that the voluntary return of the Settlement Sum outweighs the potential net recovery to the estate if the Trustee elected to prosecute the

Trustee's Claims through trial and enforce a resulting judgment against the Defendant.

14. In light of the foregoing and mindful of the costs and risks of litigating the Trustee's Claims, the Trustee has agreed to accept the Settlement Sum.

**Basis for Relief Requested**

15. Federal Rule of Bankruptcy Procedure 9019(a), which governs the approval of compromises and settlement, provides:

(a) **Compromise.** On motion by the trustee and after notice and hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee, the debtor, and indenture trustees as provided in Rule 2002 and to any other entity as the court may direct.

16. In approving a compromise and settlement, the Bankruptcy Court is required to make an "informed and independent judgment" as to whether the compromise and settlement is fair and equitable based on an:

[e]ducated estimate of the complexity, expense and likely duration of [any] litigation, the possible difficulties of collecting on any judgment which might be obtained, and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise. Basic to this process, in every instance, of course, is the need to compare the terms of the compromise with the likely rewards of litigation.

*Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424-425, *reh'g denied*, 391 U.S. 909 (1968). See *American Can Co. v. Herpel (In re Jackson Brewing Co.)*, 624 F.2d 605, 607 (5th Cir. 1980); *Chopin Assoc. v. Smith (In re Holywell Corp.)*, 93 B.R. 291, 294 (Bankr.S.D.Fla. 1988); *In re Arrow Air, Inc.*, 85 B.R. 886, 891 (Bankr. S.D. Fla. 1988); *In re Bell & Beckwith*, 77 B.R. 628, 611 (Bankr.N.D.Ohio), *aff'd*, 87 B.R. 472 (N.D.Ohio 1987); *Cf. Magill v. Springfield Marine Bank (In re Heissinger Resources Ltd.)*, 67 B.R. 378, 383 (C.D. Ill. 1986) ("the law favors compromise").

17. In making its determination, the Court should consider whether the proposed compromise is in the "best interest of the estate". *Depo v. Chase Lincoln First Bank, N.A. (In re Depo)*, 77 B.R. 381, 383 (N.D.N.Y. 1987), *aff'd*, 863 F.2d 45 (2d Cir. 1988). As stated in *Arrow Air*, the "approval of [a] proposed compromise and settlement is a matter of this Court's sound

discretion." *Arrow Air*, 85 B.R. at 891. In passing upon a proposed settlement, "the bankruptcy court does not substitute its judgment for that of the Trustee [or debtor in possession]". *Depo*, 77 B.R. at 384 (citations omitted). The bankruptcy court is not required "to decide the numerous questions of law and fact raised by [objectors].... [R]ather [the Court should] canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness." *Cosoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir.), *cert denied*, 464 U.S. 822 (1983) (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir.), *cert denied*, 409 U.S. 1039 (1972)). See *Holywell* 93 B.R. at 294. ("In order to exercise this discretion properly, the Court must consider all the relevant facts and evaluate whether the compromise suggested falls below the 'lowest point in the range of reasonableness'") (quoting *In re Teltronics Services, Inc.*, 762 F.2d 185, 189 (2d Cir. 1985)). In passing upon the reasonableness of a proposed compromise, the Court "may give weight to the opinions of the Trustee [or debtor in possession], the parties and their counsel." *Bell & Beckwith*, 77 B.R. at 512.

18. The factors to be considered by the Court in determining whether to approve a compromise or settlement include (a) probability of success in the litigation, with due consideration for the uncertainty in fact and law, (b) the complexity and likely duration of the litigation and any attendant expense, inconvenience and delay, and (c) all other factors bearing on the wisdom of the compromise. *Arrow Air*, 85 B.R. at 891 (citing *TMT Trailer Ferry*, 390 U.S. at 424-25). See *Jackson Brewing Co.*, 624 F.2d at 507; *Holywell Corp.*, 93 B.R. at 294-95 (citations omitted).

19. The Trustee has determined that triable issues of fact may exist with respect to the Trustee's Initial Claims, which could limit the Trustee's recovery solely to the Subsequent Transfers.

20. In addition, if the Court determines that Defendant's deposits constitute fair consideration, offsetting any liability under the Trustee's Initial Claims, the Trustee would be limited to recovery of the Subsequent Transfers only.

21. While investigating the validity of the Trustee's Claims, the Defendant submitted certified financial disclosures (the "Disclosures"). The Trustee reviewed and analyzed the Disclosures to determine the financial status of the Defendant and the likelihood of enforcing a judgment. The Trustee submits that, based upon those Disclosures, it is unlikely that the Trustee would be able to enforce a judgment on the Trustee's Claims, against the Defendant, that would result in a "net-benefit" to the Debtor's estate in excess of the Settlement Sum.

22. In consideration of the costs associated in enforcing the judgment based upon the Defendant's Disclosures and the uncertainties of further litigating the Trustee's Claims, the Trustee believes that the Settlement on the Trustee's Claims is fair, equitable and in the best interest of the Estate.

#### **Notice of Motion**

23. The Trustee has served the Notice of Hearing, proposed Order, and Motion in support with Exhibit upon: (i) the Office of the United States Trustee; (ii) Nicholas Cosmo, the former principal of the Debtor, (iii) the Defendant herein and his counsel (iii) the taxing authorities, and (iv) pursuant to the Court's July 8, 2009 Order Establishing Noticing Procedures, all parties having filed a Notice of Appearance in this case, and copies have been posted on the Trustee's website located at [www.agapeworldbankruptcy.com](http://www.agapeworldbankruptcy.com).

24. No previous application for the relief requested herein has been made to this or any other Court.



**WHEREFORE**, the Trustee respectfully requests that this Court grant this application authorizing and approving the Stipulation and grant such other further and different relief as this Court deems just and proper.

Dated: Jericho, New York  
March 8, 2012

**SILVERMANACAMPORA LLP**  
Attorneys for Kenneth P. Silverman, Esq.,  
the chapter 7 trustee

By: s/ David J. Mahoney  
Jay S. Hellman  
David J. Mahoney  
Members of the Firm  
100 Jericho Quadrangle, Suite 300  
Jericho, New York 11753  
(516) 479-6300

# **Exhibit A**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
In re:

AGAPE WORLD, INC.,  
AGAPE MERCHANT ADVANCE LLC,  
AGAPE COMMUNITY LLC, AGAPE  
CONSTRUCTION MANAGEMENT LLC,  
AGAPE WORLD BRIDGES LLC, AND  
114 PARKWAY DRIVE SOUTH LLC,  
-----X

KENNETH P. SILVERMAN, ESQ., as  
Chapter 7 Trustee of Agape World, Inc., *et al.*

Plaintiff,

-against-

SCOTT STEINER,

Defendant.  
-----X

KENNETH P. SILVERMAN, ESQ., as  
Chapter 7 Trustee of Agape World, Inc., *et al.*,

Plaintiff,

-against-

SCOTT STEINER,

Defendant.  
-----X

**ORDER (I) GRANTING THE TRUSTEE'S MOTION UNDER BANKRUPTCY  
RULE 9019, (II) APPROVING THE STIPULATION RESOLVING CLAIMS  
AGAINST SCOTT STEINER AND (III) GRANTING RELATED RELIEF**

Upon the Notice of Motion (the "Notice"), dated March 8, 2012, and related motion (collectively, the "Motion") of Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") of the substantively consolidated estate of Agape World, Inc., *et al.*, by his counsel, SilvermanAcampora LLP, seeking the entry of an Order approving a Stipulation (the "Stipulation") Settling the Trustee's Claims against Scott Steiner (the "Defendant"); and upon the Affidavit of Service filed with the Court; and no objections to the Motion or the proposed Order

Chapter 7

Case No.: 09-70660 (DTE)

Substantively Consolidated

Adv. Pro. No.: 10-08214 (DTE)

Adv. Pro. No.: 11-09107 (REG)

having been filed; and the Court having found that the settlement of the Trustee's claims pursuant to 11 U.S.C. §§547, 548, 550 and 551, New York Debtor and Creditor Law §§273, 274, 275, 276 and 276-a (the "Trustee's Claims") against Defendant to be fair, reasonable and in the best interest of the Debtors' estate; and the Court having found that service of the Notice, Motion with exhibit and proposed Order is sufficient; and upon the hearing held before the Honorable Dorothy T. Eisenberg, United States Bankruptcy Judge, United States Bankruptcy Court for the Eastern District of New York, located at 290 Federal Plaza, Room 760, Central Islip, New York on April 10, 2012 at 10:00 a.m., the transcript of which is incorporated herein by reference; and sufficient cause having been shown therefore; and no additional notice being necessary or required;

**NOW, THEREFORE,** upon the Notice and Motion of the Trustee and pursuant to Federal Rule of Bankruptcy Procedure 9019(a) and other applicable law, it is hereby

**ORDERED,** that service of the Notice and Motion and proposed Order, having been provided to: (i) the Office of the United States Trustee; (ii) Nicholas Cosmo, former principal of the Debtors, (iii) criminal counsel to Nicholas Cosmo, (iv) Defendant, (v) the appropriate taxing authorities, and (vi) all parties having filed a Notice of Appearance in this case, and copies have been posted on the Trustee's website located at [www.agapeworldbankruptcy.com](http://www.agapeworldbankruptcy.com) complies with this Court's Order Establishing Noticing Procedures entered on July 8, 2009 and is otherwise sufficient; and it is further

**ORDERED,** that the Motion is granted, and it is further

**ORDERED,** that the settlement of the Trustee's Claims against Defendant as memorialized in the Stipulation is approved; and it is further

**ORDERED**, that the Trustee be, and hereby is authorized and directed to take such steps, execute such documents and expend such funds as may be reasonably necessary to effectuate and implement the terms and conditions of this Order.

SO ORDERED:

# **Exhibit B**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK  
AT CENTRAL ISLIP

-----X  
In re:

AGAPE WORLD, INC., *et al.*

Debtors.

Chapter 7  
Case No.: 09-70660 (DTE)  
Substantively Consolidated

-----X  
KENNETH P. SILVERMAN, ESQ., as  
Chapter 7 Trustee of Agape World, Inc., *et al.*

Plaintiff,

Adv. Pro. No.: 10-08214 (DTE)

-against-

SCOTT STIENER,

Defendant.

-----X  
KENNETH P. SILVERMAN, ESQ., as  
Chapter 7 Trustee of Agape World, Inc., *et al.*,

Plaintiff,

Adv. Pro. No.: 11-09107 (REG)

-against-

SCOTT STEINER,

Defendant.

-----X

**STIPULATION SETTLING THE  
TRUSTEE'S CLAIMS AGAINST SCOTT STEINER**

I. On February 5, 2009 (the "Petition Date"), an involuntary chapter 7 petition was filed by four petitioning creditors (the "Petitioning Creditors") pursuant to 11 U.S.C. §303(b), against Agape World, Inc. ("AWI"), in the United States Bankruptcy Court for the Eastern District of New York.

II. On February 9, 2009, the Petitioning Creditors filed a motion to appoint an interim chapter 7 trustee under 11 U.S.C. §303(g).

III. On February 12, 2009, the Court granted the Petitioning Creditors' motion and entered an order directing the United States Trustee's Office to immediately appoint an interim chapter 7 trustee in the AWI case.

IV. On February 12, 2009, Kenneth P. Silverman, Esq., was appointed the interim trustee in the AWI case, and has since duly qualified and is now the permanent Trustee in the Debtors' substantively consolidated case.

V. On March 4, 2009, the Court issued an Order for relief in the AWI chapter 7 case.

VI. On April 14, 2009, the Court issued an Order substantively consolidating AWI, Agape Merchant Advance LLC, Agape Community LLC, Agape Construction Management, LLC, Agape World Bridges LLC, and 114 Parkway Drive South LLC (collectively, the "Debtors").

VII. The Trustee and his counsel have investigated the financial affairs of the Debtors, including a detailed analysis of the extent and validity of certain transfers made by the Debtors to Scott Steiner (the "Defendant") prior to the Filing Date.

VIII. On June 6, 2010, the Trustee commenced this adversary proceeding against Defendants by the filing of a complaint, wherein the Trustee asserted that certain transfers totaling \$31,720.00 (the "Transfers") made by the Debtors to the Defendant are avoidable pursuant to 11 U.S.C. §§548, 550 and 551, New York Debtor and Creditor Law §§273, 274, 275, 276 and 276-a, and New York common law (the "Trustee's Initial Claims").

IX. The Trustee and his counsel have investigated the financial affairs of the Debtors, including a detailed analysis of the extent and validity of certain transfers made by the Debtors to Cyrek Inc. ("Cyrek"), and all subsequent transfers by Cyrek, now a judgment debtor, to Defendant.

X. On June 6, 2011, the Trustee commenced a second adversary proceeding, with Adv. Pro. No. 11-09107, against Defendant by the filing of a complaint, wherein the Trustee asserted that certain subsequent transfers totaling \$160,057.35 to Defendant (the "Subsequent Transfers") made by Cyrek, to Defendant prior to the Filing Date are avoidable pursuant to 11



U.S.C. §§541, 542, 544 and 550 based upon Cyrek's status as a judgment debtor (the "Trustee's Subsequent Claims" and together with the Trustee's Initial Claims, collectively, the "Trustee's Claims").

XI. The parties engaged in informal discovery related to the Trustee's Claims and the defenses asserted by Defendant.

XII. In the spirit of compromise and without any admission of liability, Defendant has offered to remit the sum of \$40,000.00 (the "Settlement Sum") to the Trustee in full and final settlement of the Trustee's Claims.

XIII. Based upon his review of all documentation related to the Transfers and his investigation of all attendant factors, the Trustee has, in his business judgment, agreed to settle the Trustee's Claims upon the following terms and conditions, which the Trustee believes are fair and reasonable, especially in light of the costs and uncertainty associated with litigation.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and among the parties hereto, that the Trustee's Claims be resolved upon the terms and conditions set forth herein as follows:

**Defendant's Obligation to Pay the Settlement Sum**

1. This Stipulation (the "Stipulation") is subject to the approval of the United States Bankruptcy Court for the Eastern District of New York (the "Approval Order").

2. Upon execution of this Stipulation, Defendant will remit the Settlement Sum to "Kenneth P. Silverman, Esq., as Chapter 7 Trustee," by delivering a check to Trustee's counsel at SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York, 11753, Attention: Wade C. Wilkinson, Esq.

3. The Settlement Sum shall be held in the escrow account of the Trustee's counsel until the Approval Order becomes final and non-appealable under 28 U.S.C. §158(c)(2) and Bankruptcy Rule 8002.

4. Upon the Approval Order becoming final and non-appealable, the fourteenth day after the date of the entry of the Approval Order, Trustee's counsel will transfer the Settlement Sum of each installment of the Settlement Sum to the Trustee to be deposited into the Debtors' estate account. If the Bankruptcy Court denies the entry of the Approval Order, Trustee's counsel will return the Settlement Sum to Defendant's counsel without undue delay.

5. If the Court does not enter the Approval Order, this Stipulation will be null and void and none of the terms herein shall be usable as evidence by either party.

**Releases**

6. Upon the entry of the Approval Order, and the Trustee's receipt and clearance of each installment of the Settlement Sum, the Trustee and the estate release and forever discharge Defendant, his affiliated entities, agents, representatives, attorneys, assigns and successors-in-interest from any and all claims, claims for relief, demands, costs, expenses, damages, liabilities, and obligations of any nature arising out of or relating to the Trustee's Claims. For purposes of clarification, nothing contained herein shall be construed to be a release by the Trustee of any claims that the Trustee may have or subsequently discover under 11 U.S.C. §550(a)(2) and the Trustee is specifically not releasing any claims under 11 U.S.C. §550(a)(2) to recover immediate or mediate transfers that Defendant may have received from any current or future judgment debtor of the Agape estate except Cyrek Inc.

7. Upon the entry of the Approval Order, Defendant releases, discharges and waives any and all claims against the Debtor's Estate, the Trustee and the Trustee's agents, attorneys, assigns and successors-in-interest from any and all claims, claims for relief, demands, costs, expenses, damages, liabilities, and obligations of any nature.

8. Nothing contained in this Stipulation can be construed as a waiver of the Trustee's right to object to any proof of claim.

**No Admission**

9. It is understood and agreed that this Stipulation is entered into to avoid costly and protracted litigation. Neither the execution of this Stipulation, nor the payment of the Settlement Sum shall be construed as an admission on Defendant's part. For clarification, this paragraph is not intended and shall not be deemed to affect Defendant's obligation to make timely payment of the Settlement Sum or adversely affect the Trustee's rights and remedies under paragraph 2 in the event that Defendant fails to make timely payment of the Settlement Sum.

**Miscellaneous**

10. This Stipulation may be executed in one or more counterparts, with each part being deemed a part of the original document, and facsimile or other electronic signatures shall be deemed an original signature.

11. The person executing this Stipulation on behalf of each respective party warrants and represents that she or he is authorized and empowered to execute and deliver this Stipulation on behalf of such party.

12. The Bankruptcy Court shall retain exclusive jurisdiction over the subject matter of this Stipulation, including but not limited to its enforcement and the implementation and interpretation of its terms and conditions.

13. This Stipulation shall be governed by the laws of the State of New York, except with respect to matters as to which federal law is applicable without regard to any conflicts of law principles.

14. This Stipulation may not be altered, modified, or changed unless in writing, signed by the parties or their counsel.

Dated: Jericho, New York  
November 29, 2011

**SILVERMANACAMPORA LLP**  
Attorneys for Kenneth P. Silverman, Esq.,  
The Chapter 7 Trustee

By: s/David J. Mahoney  
David J. Mahoney  
Jay S. Hellman  
Members of the Firm  
100 Jericho Quadrangle, Suite 300  
Jericho, New York 11753  
(516) 479-6300

Dated: Long Beach, New York  
~~November~~ 15, 2011  
December

**ROBERT H. SOLOMON, PC**  
Attorneys for Defendant

By: s/Robert H. Solomon  
Robert H. Solomon  
24 East Park Avenue  
POB 58  
Long Beach, New York 11561  
(516) 432-1622

Dated: New York, New York  
~~November~~ 14, 2011  
December

**SCOTT STEINER**  
Defendant

By: s/Scott Steiner  
Scott Steiner  
321 East 14<sup>th</sup> Street, Apartment 4A  
New York, New York 10003