

SILVERMANACAMPORA LLP

Attorneys for Kenneth P. Silverman, Esq.,
Chapter 7 Trustee
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
(516) 479-6300
Ronald J. Friedman, Esq.
Jay S. Hellman, Esq.
David J. Mahoney, Esq.
Wade C. Wilkinson, Esq.

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

-----X
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,
AGAPE WORLD BRIDGES LLC, AND
114 PARKWAY DRIVE SOUTH LLC,

Debtors.

-----X

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

Plaintiff,

Adv. Pro. No. 10-_____ (DTE)

-against-

DARIO OBREGON and
OBREGON & SONS INC.,

Defendants.

-----X

COMPLAINT

Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee" or "Plaintiff") of the substantively consolidated bankruptcy estate of the Agape World, Inc., *et al.*, by his attorneys, SilvermanAcampora LLP, complaining of defendants Dario Obregon ("Obregon") and Obregon & Sons Inc. ("Obregon & Sons" and, together with Obregon, collectively the "Defendants") alleges as follows:

Nature of the Action

1. This adversary proceeding is commenced pursuant to 11 U.S.C. §§105, 544, 547, 548, 550 and 551, New York Debtor and Creditor Law §§273, 274, 275, 276 and 276-a, and New York common law to set aside and recover transfers made by the substantively consolidated debtors to Defendants.

Jurisdiction and Venue

2. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§157 and 1334.

3. The statutory predicates for the relief sought herein are 11 U.S.C. §§105(a), 502, 544, 547, 548, 550 and 551, New York Debtor and Creditor Law §§273, 274, 275, 276 and 276-a, and New York common law.

4. This is a core proceeding pursuant to 28 U.S.C. §§157(b)(1), 157(b)(2)(A), 157(b)(2)(B), 157(b)(2)(E), 157(b)(2)(F), 157(b)(2)(H), and 157(b)(2)(O).

5. Venue is proper in this Court pursuant to 28 U.S.C. §1409.

Parties and Procedural History

6. At all relevant times, Agape World, Inc. was a domestic corporation with principal places of business located at 150 Motor Parkway, Suite 106, Hauppauge, New York; 64-13B Grand Avenue, Maspeth, New York; and 82-11 37th Avenue, Suite 602, Jackson Heights, New York.

7. On February 5, 2009 (the "Filing 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., in the United States Bankruptcy Court for the Eastern District of New York.

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

9. On February 12, 2009, this 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 Agape World, Inc. case.

10. On February 12, 2009, Kenneth P. Silverman, Esq., was appointed the interim trustee in the Agape World, Inc. case, and has since duly qualified as is now the permanent Trustee in the Agape World, Inc. substantively consolidated case.

11. On March 4, 2009, the Court issued an Order for relief in the Agape World, Inc. chapter 7 case.

12. On April 14, 2009, upon the Trustee's Motion, the Court issued an Order substantively consolidating Agape World, Inc., Agape Merchant Advance LLC, Agape Community LLC, Agape Construction Management, LLC, Agape World Bridges LLC, and 114 Parkway Drive South LLC (collectively the "Debtors" or "Agape").

13. At all times relevant, Obregon was and is an individual residing at 121-18 6th Avenue, College Point, New York, 11356.

14. At all times relevant, Obregon & Sons was and is a New York corporation organized and existing with a Department of State of the State of New York service address of 1 Maiden Lane, 5th Floor, New York, New York 10038.

Background Facts Common To All Claims For Relief

15. Upon information and belief, from at least 1999 to the Filing Date, Agape was purportedly operating as a bridge lender, whereby investors were advised that Agape provided short-term bridge loans to commercial borrowers in order to generate high rates of return.

16. Prior to the Filing Date, various "brokers" and "sub-brokers" of Agape, including Defendants, recruited third-parties to invest money with the Debtors.

17. Upon information and belief, the representations to investors were, in large measure, false.

18. Upon information and belief, rather than utilizing all of the third-party funds to

invest in bridge loans, the majority of the investors' funds were, among other things, (i) utilized to pay prior investors their promised rate of interest or to provide a return of their investment, (ii) squandered in connection with undisclosed and unauthorized commodity futures trading, and/or (iii) transferred to Agape's alter-egos or to Defendants themselves for their own personal enrichment and to the detriment of Agape's legitimate creditors.

19. Upon information and belief, between February 5, 2003 and the Filing Date, Obregon received transfers from Agape in an amount to be determined at trial, but in no event less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) (the "Obregon Transfers").

20. Upon information and belief, between February 5, 2003 and the Filing Date, Obregon & Sons received transfers from Agape in an amount to be determined at trial, but in no event less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00) (the "Obregon & Sons Transfers" and, together with the Obregon Transfers, collectively the "Transfers").

21. The Transfers were made for no consideration or less than reasonably equivalent value.

22. Agape was either insolvent at the times the Transfers were made, or was rendered insolvent as a result of the Transfers.

23. At the times the Transfers were made, there existed unsecured creditors of the Agape who remained unsecured creditors as of the Filing Date.

First Claim For Relief Against Obregon
(incorporating all previous allegations)

24. The Obregon Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §273.

25. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Obregon Transfers pursuant to New York Debtor and Creditor Law §273, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Obregon

an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon which amount is, in no event, less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00), plus appropriate interest thereon.

Second Claim For Relief Against Obregon
(incorporating all previous allegations)

26. Upon information and belief, at the time of the Obregon Transfers, Agape was engaged or about to engage in a business or transaction for which the property remaining in its possession after the conveyance was unreasonably small capital.

27. The Obregon Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §274.

28. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Obregon Transfers pursuant to New York Debtor and Creditor Law §274, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Obregon an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon which amount is, in no event, less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00), plus appropriate interest thereon.

Third Claim For Relief Against Obregon
(incorporating all previous allegations)

29. Upon information and belief, at the time of the Obregon Transfers, Agape had incurred, was intending to incur or believed that it would incur debts beyond its ability to pay them as they matured.

30. The Obregon Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §275.

31. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Obregon Transfers pursuant to New York Debtor and Creditor Law §275, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Obregon an amount as yet undetermined but which is equal to any and all sums paid to or received by

Obregon which amount is, in no event, less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00), plus appropriate interest thereon.

Fourth Claim For Relief Against Obregon
(incorporating all previous allegations)

32. The Obregon Transfers were made with the actual intent to hinder, delay or defraud Agape's creditors.

33. The Obregon Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §276.

34. Based upon the foregoing, the Trustee is entitled to judgment (a) avoiding the Obregon Transfers pursuant to New York State Debtor & Creditor Law §276, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Obregon an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon which amount is, in no event, less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

Fifth Claim For Relief Against Obregon
(incorporating all previous allegations)

35. Certain of the Obregon Transfers, in an amount to be determined at trial, but in no event less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) were made within two (2) years of the Filing Date (the "Obregon Two-Year Transfers").

36. The Obregon Two-Year Transfers were made with actual intent to hinder, delay or defraud Agape's creditors under §548(a)(1)(A) of the Bankruptcy Code.

37. The Obregon Two-Year Transfers constitute avoidable transfers pursuant to §548(a)(1)(A) of the Bankruptcy Code.

38. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Obregon Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Obregon an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon within two (2) years of the Filing Date, which amount is, in no event, less

than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00), plus appropriate interest thereon.

Sixth Claim For Relief Against Obregon
(incorporating all previous allegations)

39. Agape received less than reasonably equivalent value in exchange for the Obregon Two-Year Transfers under §548(a)(1)(B) of the Bankruptcy Code.

40. Upon information and belief, Agape (i) was insolvent on the date that the Obregon Two-Year Transfers were made or became insolvent as a result of the Obregon Two-Year Transfers, (ii) was engaged in business or a transaction, was about to engage in business or a transaction, for which any property remaining with Agape was unreasonably small capital, or (iii) intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as they matured.

41. The Obregon Two-Year Transfers constitute avoidable transfers pursuant to §548(a)(1)(B) of the Bankruptcy Code.

42. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Obregon Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Obregon an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon within two (2) years of the Filing Date which amount is, in no event, less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00), plus appropriate interest thereon.

Seventh Claim For Relief Against Obregon
(incorporating all previous allegations)

43. The Obregon Transfers were impermissible transfers of Agape's interest in property. As a result, Obregon was the ultimate beneficiary of the Obregon Transfers under circumstances in which Obregon would be unjustly enriched if he were to retain the Obregon Transfers since Agape did not receive reasonably equivalent value therefor.

44. As a result, Obregon has been unjustly enriched and may not in equity and good conscience retain the Obregon Transfers.

45. By reason of the foregoing, Obregon is liable to the Trustee under New York common law for unjust enrichment in an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon which amount is, in no event, less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00), plus appropriate interest thereon.

Eighth Claim For Relief Against Obregon & Sons
(incorporating all previous allegations)

46. The Obregon & Sons Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §273.

47. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Obregon & Sons Transfers pursuant to New York Debtor and Creditor Law §273, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Obregon & Sons an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon & Sons which amount is, in no event, less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00), plus appropriate interest thereon.

Ninth Claim For Relief Against Obregon & Sons
(incorporating all previous allegations)

48. Upon information and belief, at the time of the Obregon & Sons Transfers, Agape was engaged or about to engage in a business or transaction for which the property remaining in its possession after the conveyance was unreasonably small capital.

49. The Obregon & Sons Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §274.

50. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Obregon & Sons Transfers pursuant to New York Debtor and Creditor Law §274, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Obregon & Sons an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon & Sons which amount is, in no event, less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00), plus appropriate interest thereon.

Tenth Claim For Relief Against Obregon & Sons
(incorporating all previous allegations)

51. Upon information and belief, at the time of the Obregon & Sons Transfers, Agape had incurred, was intending to incur or believed that it would incur debts beyond its ability to pay them as they matured.

52. The Obregon & Sons Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §275.

53. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Obregon & Sons Transfers pursuant to New York Debtor and Creditor Law §275, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Obregon & Sons an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon & Sons which amount is, in no event, less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00), plus appropriate interest thereon.

Eleventh Claim For Relief Against Obregon & Sons
(incorporating all previous allegations)

54. The Obregon & Sons Transfers were made with the actual intent to hinder, delay or defraud Agape's creditors.

55. The Obregon & Sons Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §276.

56. Based upon the foregoing, the Trustee is entitled to judgment (a) avoiding the Obregon & Sons Transfers pursuant to New York State Debtor & Creditor Law §276, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Obregon & Sons an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon & Sons which amount is, in no event, less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

Twelfth Claim For Relief Against Obregon & Sons
(incorporating all previous allegations)

57. Certain of the Obregon & Sons Transfers, in an amount to be determined at trial, but in no event less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00) were made within two (2) years of the Filing Date (the “Obregon & Sons Two-Year Transfers”).

58. The Obregon & Sons Two-Year Transfers were made with actual intent to hinder, delay or defraud Agape’s creditors under §548(a)(1)(A) of the Bankruptcy Code.

59. The Obregon & Sons Two-Year Transfers constitute avoidable transfers pursuant to §548(a)(1)(A) of the Bankruptcy Code.

60. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Obregon & Sons Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Obregon & Sons an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon & Sons within two (2) years of the Filing Date which amount is, in no event, less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00), plus appropriate interest thereon.

Thirteenth Claim For Relief Against Obregon & Sons
(incorporating all previous allegations)

61. Agape received less than reasonably equivalent value in exchange for the Obregon & Sons Two-Year Transfers under §548(a)(1)(B) of the Bankruptcy Code.

62. Upon information and belief, Agape (i) was insolvent on the date that the Obregon & Sons Two-Year Transfers were made or became insolvent as a result of the Obregon & Sons Two-Year Transfers, (ii) was engaged in business or a transaction, was about to engage in business or a transaction, for which any property remaining with Agape was unreasonably small capital, or (iii) intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as they matured.

63. The Obregon & Sons Two-Year Transfers constitute avoidable transfers pursuant to §548(a)(1)(B) of the Bankruptcy Code.

64. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Obregon & Sons Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Obregon & Sons an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon & Sons within two (2) years of the Filing Date which amount is, in no event, less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00), plus appropriate interest thereon.

Fourteenth Claim For Relief Against Obregon & Sons
(incorporating all previous allegations)

65. The Obregon & Sons Transfers were impermissible transfers of Agape's interest in property. As a result, Obregon & Sons was the ultimate beneficiary of the Obregon & Sons Transfers under circumstances in which Obregon & Sons would be unjustly enriched if it were to retain the Obregon & Sons Transfers since Agape did not receive reasonably equivalent value therefor.

66. As a result, Obregon & Sons has been unjustly enriched and may not in equity and good conscience retain the Obregon & Sons Transfers.

67. By reason of the foregoing, Obregon & Sons is liable to the Trustee under New York common law for unjust enrichment in an amount as yet undetermined but which is equal to any and all sums paid to or received by Obregon & Sons which amount is, in no event, less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00), plus appropriate interest thereon.

Fifteenth Claim For Relief Against Obregon & Sons
(incorporating all previous allegations)

68. Certain of the Obregon & Sons Transfers, in an amount to be determined at trial, but in no event less than Two Hundred Eight Thousand Fifteen Dollars And Sixty-Three Cents

(\$208,015.63) were made within one (1) year of the Filing Date (the “Obregon & Sons Preferential Transfers”).

69. Upon information and belief the following Obregon & Sons Preferential Transfers were made:

Date Cleared	Check Number (if applicable)	Amount
03/20/08	14661	\$20,975.00
04/14/08	15450	\$7,675.00
06/23/08	18565	\$20,975.00
07/07/08	18972	\$6,575.00
07/29/08	19980	\$55,975.00
09/09/08	21764	\$400.00
09/12/08	2059	\$1,975.00
09/15/08	27626	\$22,475.00
09/29/08	23870	\$61,575.00
10/14/08	2512	\$1,975.00
10/20/08	22468	\$259.75
11/19/08	3193	\$1,975.00
12/16/08	3995	\$1,975.00
12/22/08	24438	\$1,255.88
01/22/09	4705	\$1,975.00
TOTAL		\$208,015.63

70. The Obregon & Sons Preferential Transfers were made within one year of the Filing Date.

71. Upon information and belief, Obregon & Sons is an insider of Agape as defined in 11 U.S.C. §101(31).

72. The Obregon & Sons Preferential Transfers constituted a transfer of Agape’s interest in property.

73. To the extent that the Obregon & Sons Preferential Transfers were made on account of an antecedent debt owed by Agape to Obregon & Sons, the Obregon & Sons Preferential Transfers were made to, or for the benefit of, Obregon & Sons, a creditor of Agape.

74. To the extent that the Obregon & Sons Preferential Transfers were made on account of an antecedent debt owed by Agape to Obregon & Sons, the alleged debts were incurred by Agape to Obregon & Sons before the Obregon & Sons Preferential Transfers were made.

75. The Obregon & Sons Preferential Transfers enabled Obregon & Sons to receive more than it would have received if: (a) Agape's case was filed under chapter 7 of the Bankruptcy Code; (b) the Obregon & Sons Preferential Transfers had not been made; and (c) Obregon & Sons received payment of its claim as provided under chapter 7 of the Bankruptcy Code.

76. To the extent that the Obregon & Sons Preferential Transfers were made on account of an antecedent debt owed by Agape to Obregon & Sons, the Obregon & Sons Preferential Transfers constituted an avoidable transfer pursuant to Bankruptcy Code §547(b) and, in accordance with Bankruptcy Code §550(a), the Trustee may recover the amount of the Obregon & Sons Transfers from Obregon & Sons, plus appropriate interest thereon.

77. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Obregon & Sons Preferential Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Obregon & Sons an amount equal to the Obregon & Sons Preferential Transfers which amount is, in no event, less than Two Hundred Eight Thousand Fifteen Dollars And Sixty-Three Cents (\$208,015.63), plus appropriate interest thereon.

Sixteenth Claim For Relief Against Defendants
(incorporating all previous allegations)

78. Upon information and belief, Defendants have filed proofs of claim against Agape.

79. Defendants are recipients of the Transfers which constitute avoidable transfers under Bankruptcy Code §§547(b) and 548(a)(1)(B).

80. Defendants have not paid the amount, or turned over such property, for which Defendants are liable under Bankruptcy Code §550.

81. Based upon the foregoing, and in accordance with Bankruptcy Code §502(d), any claims filed by Defendants against Agape should be disallowed unless and until Defendants return the Transfers to the Trustee.

WHEREFORE, plaintiff Kenneth P. Silverman, Esq., the chapter 7 Trustee demands judgment:

- (a) against Obregon on the Trustee's first claim for relief (a) avoiding the Obregon Transfers pursuant to New York Debtor and Creditor Law §273, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) from Obregon plus appropriate interest thereon; and
- (b) against Obregon on the Trustee's second claim for relief (a) avoiding the Obregon Transfers pursuant to New York Debtor and Creditor Law §274, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) from Obregon plus appropriate interest thereon; and
- (c) against Obregon on the Trustee's third claim for relief (a) avoiding the Obregon Transfers pursuant to New York Debtor and Creditor Law §275, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) from Obregon plus appropriate interest thereon; and
- (d) against Obregon on the Trustee's fourth claim for relief (a) avoiding the Obregon Transfers pursuant to New York Debtor and Creditor Law §276, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) from Obregon plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (e) against Obregon on the Trustee's fifth claim for relief (a) avoiding the Obregon Two-Year Transfers pursuant to 11 U.S.C. §548(a)(1)(A), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) from Obregon plus appropriate interest thereon; and
- (f) against Obregon on the Trustee's sixth claim for relief (a) avoiding the Obregon Two-Year Transfers pursuant to 11 U.S.C. §548(a)(1)(B), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) from Obregon plus appropriate interest thereon; and

- (g) against Obregon on Trustee's seventh claim for relief for unjust enrichment under New York common law in an amount to be determined at trial, but in no event less than Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) from Obregon plus appropriate interest thereon; and
- (h) against Obregon & Sons on the Trustee's eighth claim for relief (a) avoiding the Obregon & Sons Transfers pursuant to New York Debtor and Creditor Law §273, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00) from Obregon & Sons plus appropriate interest thereon; and
- (i) against Obregon & Sons on the Trustee's ninth claim for relief (a) avoiding the Obregon & Sons Transfers pursuant to New York Debtor and Creditor Law §274, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00) from Obregon & Sons plus appropriate interest thereon; and
- (j) against Obregon & Sons on the Trustee's tenth claim for relief (a) avoiding the Obregon & Sons Transfers pursuant to New York Debtor and Creditor Law §275, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00) from Obregon & Sons plus appropriate interest thereon; and
- (k) against Obregon & Sons on the Trustee's eleventh claim for relief (a) avoiding the Obregon & Sons Transfers pursuant to New York Debtor and Creditor Law §276, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00) from Obregon & Sons plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (l) against Obregon & Sons on the Trustee's twelfth claim for relief (a) avoiding the Obregon & Sons Two-Year Transfers pursuant to 11 U.S.C. §548(a)(1)(A), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00) from Obregon & Sons plus appropriate interest thereon; and
- (m) against Obregon & Sons on the Trustee's thirteenth claim for relief (a) avoiding the Obregon & Sons Two-Year Transfers pursuant to 11 U.S.C. §548(a)(1)(B), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Five Hundred Eleven Thousand Four Hundred Forty-One Dollars (\$511,441.00) from Obregon & Sons plus appropriate interest thereon; and
- (n) against Obregon & Sons on Trustee's fourteenth claim for relief for unjust enrichment under New York common law in an amount to be determined at trial, but in no event less than Five Hundred Eleven Thousand Four Hundred Forty-

One Dollars (\$511,441.00) from Obregon & Sons plus appropriate interest thereon; and

- (o) against Obregon & Sons on the Trustee's fifteenth claim for relief (a) avoiding the Obregon & Sons Preferential Transfers pursuant to 11 U.S.C. §547(b), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering the Obregon & Sons Preferential Transfers in the sum of Two Hundred Eight Thousand Fifteen Dollars And Sixty-Three Cents (\$208,015.63) from Obregon & Sons plus appropriate interest thereon; and
- (p) against the Defendants on the Trustee's sixteenth claim for relief pursuant to 11 U.S.C. §502(d) disallowing any claim of Defendants against Agape unless and until Defendants return the Transfers and to the Trustee; and
- (q) For such other, further and different relief as the Court deems proper.

Dated: Jericho, New York
June 4, 2010

SILVERMANACAMPORA LLP

Attorneys for Plaintiff Kenneth P. Silverman, Esq.
the Chapter 7 Trustee

By: s/ David J. Mahoney

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