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

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

Debtors.

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

Plaintiff,

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

-against-

ANTHONY MASSARO and
NIKKI TRICARICO INC.,

Defendants.

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COMPLAINT

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

Nature of the Action

1. This adversary proceeding is commenced pursuant to 11 U.S.C. §§105, 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 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. Massaro was and is an individual presently residing at 8237 Emerald Winds Circle, Boynton Beach, Florida 33473.

14. At all times relevant, Tricarico was and is a New York corporation organized and existing with offices at 150 Motor Parkway, Suite 106, Hauppauge, New York and 400 West Main Street, Suite 338, Babylon, New York 11702.

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 Massaro or Tricarico 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, Massaro received transfers from Agape in an amount to be determined at trial, but in no event less than One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00) (the "Massaro Transfers").

20. Upon information and belief, between February 5, 2003 and the Filing Date, Tricarico received transfers from Agape in an amount to be determined at trial, but in no event less than Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars (\$6,956,477.00) (the "Tricarico Transfers" and, together with the Massaro 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 Agape who remained unsecured creditors as of the Filing Date.

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

24. The Massaro 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 Massaro 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 Massaro

an amount as yet undetermined but which is equal to any and all sums paid to or received by Massaro which amount is, in no event, less than One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00), plus appropriate interest thereon.

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

26. Upon information and belief, at the time of the Massaro 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 Massaro 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 Massaro 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 Massaro an amount as yet undetermined but which is equal to any and all sums paid to or received by Massaro which amount is, in no event, less than One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00), plus appropriate interest thereon.

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

29. Upon information and belief, at the time of the Massaro 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 Massaro 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 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 Massaro an amount as yet undetermined but which is equal to any and all sums paid to or received by Massaro

which amount is, in no event, less than One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00), plus appropriate interest thereon.

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

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

33. The Massaro 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 Massaro 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 Massaro an amount as yet undetermined but which is equal to any and all sums paid to or received by Massaro which amount is, in no event, less than One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

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

35. Certain of the Massaro Transfers, in an amount to be determined at trial, but in no event less than Four Thousand Two Hundred Twenty-Four Dollars (\$4,224.00) were made within two (2) years of the Filing Date (the "Massaro Two-Year Transfers").

36. The Massaro 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 Massaro 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 Massaro Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Massaro an amount as yet undetermined but which is equal to any and all sums paid to or

received by Massaro which amount is, in no event, less than Four Thousand Two Hundred Twenty-Four Dollars (\$4,224.00), plus appropriate interest thereon.

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

39. Agape received less than reasonably equivalent value in exchange for the Massaro 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 Massaro Two-Year Transfers were made or became insolvent as a result of the Massaro 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 Massaro 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 Massaro Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Massaro an amount as yet undetermined but which is equal to any and all sums paid to or received by Massaro which amount is, in no event, less than Four Thousand Two Hundred Twenty-Four Dollars (\$4,224.00), plus appropriate interest thereon.

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

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

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

45. By reason of the foregoing, Massaro 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 Massaro which amount is, in no event, less than One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00), plus appropriate interest thereon.

Eighth Claim For Relief Against Tricarico
(incorporating all previous allegations)

46. The Tricarico 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 Tricarico 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 Tricarico an amount as yet undetermined but which is equal to any and all sums paid to or received by Tricarico which amount is, in no event, less than Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars (\$6,956,477.00), plus appropriate interest thereon.

Ninth Claim For Relief Against Tricarico
(incorporating all previous allegations)

48. Upon information and belief, at the time of the Tricarico 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 Tricarico 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 Tricarico 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 Tricarico an amount as yet undetermined but which is equal to any and all sums paid to or received by

Tricarico which amount is, in no event, less than Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars (\$6,956,477.00), plus appropriate interest thereon.

Tenth Claim For Relief Against Tricarico
(incorporating all previous allegations)

51. Upon information and belief, at the time of the Tricarico 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 Tricarico 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 Tricarico 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 Tricarico an amount as yet undetermined but which is equal to any and all sums paid to or received by Tricarico which amount is, in no event, less than Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars (\$6,956,477.00), plus appropriate interest thereon.

Eleventh Claim For Relief Against Tricarico
(incorporating all previous allegations)

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

55. The Tricarico 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 Tricarico 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 Tricarico an amount as yet undetermined but which is equal to any and all sums paid to or received by Tricarico which amount is, in no event, less than Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars

(\$6,956,477.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

Twelfth Claim For Relief Against Tricarico
(incorporating all previous allegations)

57. Certain of the Tricarico Transfers, in an amount to be determined at trial, but in no event less than Five Million Nine Hundred Fifty-Three Thousand Six Hundred Ninety-Three Dollars (\$5,953,693.00) were made within two (2) years of the Filing Date (the "Tricarico Two-Year Transfers").

58. The Tricarico 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 Tricarico 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 Tricarico Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Tricarico an amount as yet undetermined but which is equal to any and all sums paid to or received by Tricarico which amount is, in no event, less than Five Million Nine Hundred Fifty-Three Thousand Six Hundred Ninety-Three Dollars (\$5,953,693.00), plus appropriate interest thereon.

Thirteenth Claim For Relief Against Tricarico
(incorporating all previous allegations)

61. Agape received less than reasonably equivalent value in exchange for the Tricarico 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 Tricarico Two-Year Transfers were made or became insolvent as a result of the Tricarico 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 Tricarico 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 Tricarico Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Tricarico an amount as yet undetermined but which is equal to any and all sums paid to or received by Tricarico which amount is, in no event, less than Five Million Nine Hundred Fifty-Three Thousand Six Hundred Ninety-Three Dollars (\$5,953,693.00), plus appropriate interest thereon.

Fourteenth Claim For Relief Against Tricarico
(incorporating all previous allegations)

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

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

67. By reason of the foregoing, Tricarico 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 Tricarico which amount is, in no event, less than Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars (\$6,956,477.00), plus appropriate interest thereon.

Fifteenth Claim For Relief Against Tricarico
(incorporating all previous allegations)

68. Certain of the Tricarico Transfers, in an amount to be determined at trial, but in no event less than Three Million Nine Hundred Four Thousand Nine Hundred Seventeen Dollars

And Sixty-One Cents (\$3,904,917.61) were made within one (1) year of the Filing Date (the “Tricarico Preferential Transfers”).

69. Upon information and belief the following Tricarico Preferential Transfers were made:

Date Cleared	Check Number	Amount
02/04/08	13440	\$200,000.00
02/19/08	117	\$575.00
02/19/08	14107	\$11,300.00
02/28/08	141	\$3,175.00
03/10/08	158	\$7,975.00
03/12/08	205	\$19,102.24
03/19/08	14784	\$11,300.00
03/21/08	14236	\$300,000.00
03/28/08	277	\$4,771.00
04/10/08	295	\$7,975.00
04/18/08	350	\$20,723.68
04/14/08	15335	\$300,000.00
04/18/08	15473	\$11,300.00
04/28/08	430	\$8,272.31
04/28/08	15915	\$300,000.00
05/06/08	469	\$7,975.00
05/13/08	537	\$25,256.22
05/19/08	16966	\$11,300.00
05/19/08	16851	\$32,214.00
06/02/08	675	\$10,777.28
06/09/08	697	\$7,975.00
06/16/08	826	\$36,521.82
06/17/08	17173	\$11,300.00
06/23/08	18304	\$350,000.00
06/27/08	1002	\$19,672.52
07/07/08	18878	\$425,000.00
07/11/08	1050	\$7,975.00
07/14/08	1195	\$42,025.99
07/16/08	17535	\$11,300.00
07/24/08	1390	\$24,884.33
07/28/08	19551	\$615,660.00
08/06/08	1441	\$7,975.00
08/15/08	21480	\$144,788.66
08/15/08	1623	\$49,385.38

08/18/08	17634	\$11,300.00
09/02/08	1826	\$33,958.19
09/04/08	21730	\$6,250.00
09/15/08	2019	\$7,975.00
09/15/08	2154	\$59,669.98
09/18/08	17731	\$11,300.00
09/29/08	23641	\$75,441.88
09/26/08	20437	\$140,000.00
10/01/08	2408	\$43,533.40
10/03/08	20446	\$104,138.85
10/09/08	2468	\$9,975.00
10/14/08	17790	\$85,000.00
10/15/08	23969	\$17,975.00
10/15/08	23970	\$23,728.46
10/30/08	2712	\$67,104.73
10/20/08	17831	\$9,000.00
12/26/08	3009	\$61,136.69
11/21/08	3120	\$25,975.00
11/21/08	3351	\$1,050.00
12/05/08	3645	\$10,000.00
12/15/08	3913	\$25,975.00
01/22/09	4358	\$25,975.00
TOTAL		\$3,904,917.61

70. The Tricarico Preferential Transfers were made within one year of the Filing Date.

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

72. The Tricarico Preferential Transfers constituted a transfer of Agape's interest in property.

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

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

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

76. To the extent that the Tricarico Preferential Transfers were made on account of an antecedent debt owed by Agape to Tricarico, the Tricarico 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 Tricarico Transfers from Tricarico, plus appropriate interest thereon.

77. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Tricarico Preferential Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Tricarico an amount equal to the Traicarico Preferential Transfers which amount is, in no event, less than Three Million Nine Hundred Four Thousand Nine Hundred Seventeen Dollars And Sixty-One Cents (\$3,904,917.61), 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 that 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 Massaro on the Trustee's first claim for relief (a) avoiding the Massaro 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 One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00) from Massaro plus appropriate interest thereon; and
- (b) against Massaro on the Trustee's second claim for relief (a) avoiding the Massaro 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 One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00) from Massaro plus appropriate interest thereon; and
- (c) against Massaro on the Trustee's third claim for relief (a) avoiding the Massaro 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 One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00) from Massaro plus appropriate interest thereon; and
- (d) against Massaro on the Trustee's fourth claim for relief (a) avoiding the Massaro 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 One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00) from Massaro plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (e) against Massaro on the Trustee's fifth claim for relief (a) avoiding the Massaro 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 Four Thousand Two Hundred Twenty-Four Dollars (\$4,224.00) from Massaro plus appropriate interest thereon; and
- (f) against Massaro on the Trustee's sixth claim for relief (a) avoiding the Massaro 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 Four Thousand Two Hundred Twenty-Four Dollars (\$4,224.00) from Massaro plus appropriate interest thereon; and
- (g) against Massaro 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 One Hundred Sixteen Thousand Nine Hundred Fifty-Three Dollars (\$116,953.00) from Massaro plus appropriate interest thereon; and

- (h) against Tricarico on the Trustee's eighth claim for relief (a) avoiding the Tricarico 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 Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars (\$6,956,477.00) from Tricarico plus appropriate interest thereon; and
- (i) against Tricarico on the Trustee's ninth claim for relief (a) avoiding the Tricarico 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 Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars (\$6,956,477.00) from Tricarico plus appropriate interest thereon; and
- (j) against Tricarico on the Trustee's tenth claim for relief (a) avoiding the Tricarico 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 Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars (\$6,956,477.00) from Tricarico plus appropriate interest thereon; and
- (k) against Tricarico on the Trustee's eleventh claim for relief (a) avoiding the Tricarico 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 Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars (\$6,956,477.00) from Tricarico plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (l) against Tricarico on the Trustee's twelfth claim for relief (a) avoiding the Tricarico 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 Million Nine Hundred Fifty-Three Thousand Six Hundred Ninety-Three Dollars (\$5,953,693.00) from Tricarico plus appropriate interest thereon; and
- (m) against Tricarico on the Trustee's thirteenth claim for relief (a) avoiding the Tricarico 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 Million Nine Hundred Fifty-Three Thousand Six Hundred Ninety-Three Dollars (\$5,953,693.00) from Tricarico plus appropriate interest thereon; and
- (n) against Tricarico 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 Six Million Nine Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars (\$6,956,477.00) from Tricarico plus appropriate interest thereon; and

- (o) against Tricarico on the Trustee's fifteenth claim for relief (a) avoiding the Tricarico Preferential Transfers pursuant to 11 U.S.C. §547(b), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering the Tricarico Preferential Transfers in the sum of Three Million Nine Hundred Four Thousand Nine Hundred Seventeen Dollars And Sixty-One Cents (\$3,904,917.61) from Tricarico 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 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

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the Chapter 7 Trustee

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