

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

Hearing Date: July 3, 2014
Time: 9:30 p.m.

Objections Due: June 26, 2014
Time: 5:00 p.m.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 7
Case No.: 09-70660 (AST)
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.: 11-08144 (REG)

-against-

SOFIA CORONA and JOSE CORONA,

Defendants.
-----X

**NOTICE OF HEARING OF A MOTION FOR AN ORDER
(I) RE-OPENING ADVERSARY PROCEEDING; (II) APPROVING
A STIPULATION SETTLING THE TRUSTEE'S CLAIMS AGAINST SOFIA
CORONA AND JOSE CORONA; AND (III) RE-CLOSING THE ADVERSARY PROCEEDING**

PLEASE TAKE NOTICE, that upon the annexed motion (the "Motion"), 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, will move before the Honorable Robert E. Grossman, United States Bankruptcy Court for the Eastern District of New York, located at Long Island Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722 on **July 3, 2014 at 9:30 a.m.**, or as soon thereafter as counsel can be heard, seeking entry of an Order (I) re-opening this adversary proceeding; (II) approving a stipulation of

settlement with Sofia Corona and Jose Corona; and (III) re-closing the adversary proceeding. A copy of the proposed Order is attached to the Motion as **Exhibit 1**.

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 Robert E. Grossman, United States Bankruptcy Judge, United States Bankruptcy Court, Eastern District of New York, Long Island Federal Courthouse, 290 Federal Plaza, 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 **June 26, 2014 at 5:00 p.m.**

PLEASE TAKE FURTHER NOTICE, that the hearing may be adjourned without further notice other than by announcement of such adjournment in open court.

Dated: Jericho, New York
May 15, 2014

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

By: s/ David J. Mahoney
David J. Mahoney
Member of the Firm
100 Jericho Quadrangle, Suite 300
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SILVERMANACAMPORA LLP
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Chapter 7 Trustee
100 Jericho Quadrangle, Suite 300
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David J. Mahoney, Esq.
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UNITED STATES BANKRUPTCY COURT
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In re:

Chapter 7
Case No.: 09-70660 (AST)
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KENNETH P. SILVERMAN, ESQ., as
Chapter 7 Trustee of Agape World, Inc., *et al.*,

Plaintiff,

Adv. Pro. No.: 11-08144 (REG)

-against-

SOFIA CORONA and JOSE CORONA,

Defendants.

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**MOTION FOR AN ORDER
(I) RE-OPENING ADVERSARY PROCEEDING; (II) APPROVING
A STIPULATION SETTling THE TRUSTEE'S CLAIMS AGAINST SOFIA
CORONA AND JOSE CORONA; AND (III) RE-CLOSING THE ADVERSARY PROCEEDING**

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, respectfully submits this motion (the "Motion") under 11 U.S.C. §105 and Federal Rules of Bankruptcy Procedure 9019(a) for entry of an Order (attached as **Exhibit 1**) (I) reopening the adversary proceeding; (II) approving a stipulation settling the Trustee's claims against Sofia Corona and Jose Corona (the "Defendants"); and (III) reclosing the adversary proceeding, respectfully sets forth and represents as follows:

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 (collectively, "Agape" or the "Debtors").

7. Thereafter, pursuant to an Order of this Court dated April 21, 2009 (Docket No. 106), the Trustee retained Navigant Consulting Inc. ("Navigant"), to, among other things, conduct a forensic analysis of Agape's books and records.

8. Based upon Navigant's analysis, the Trustee determined that Defendants received certain transfers, net of deposits into Agape, totaling Thirteen Thousand Seven Hundred Twenty-Five And 00/100 (\$13,725.00) Dollars (the "Net Transfers") from the Debtors prior to the Petition Date.

9. On January 19, 2011, the Trustee commenced this adversary proceeding against Defendants by the filing of a complaint (Adv. Pro. No. 11-08144) (the "Adversary Proceeding"), asserting that the Transfers are avoidable pursuant to 11 U.S.C. §§105, 502, 544, 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 Claims").

10. On April 19, 2012, the Trustee filed a motion for default judgment (the "Motion") for Defendants' failure to answer or otherwise respond to the complaint.

11. On May 23, 2012, the Court granted the Trustee's Motion and entered a judgment (the "Judgment") against Defendants.

12. Thereafter, the Trustee commenced judgment enforcement proceedings by, *inter alia*, serving an information subpoena and restraining notice on JPMorgan Chase (collectively, the "Subpoena").

13. In response to the Trustee's Subpoena, JPMorgan Chase (the "Bank") advised the Trustee that the Defendants' bank accounts (the "Bank Accounts") were subject to a permissible exemption and that the Bank Accounts would not be restrained.

14. Thereafter, Defendants, through their counsel, contacted the Trustee with respect to satisfying the Judgment.

15. The parties engaged in informal discovery related to the Trustee's Claims and the equitable defenses asserted by Defendants to enforcement of the Judgment.

16. Through discovery, Defendants furnished to the Trustee certain confidential financial information concerning all of Defendants assets and liabilities (collectively, the "Financial Information") exhibiting an inability of Defendants to remit a sum larger than the Settlement Sum (defined below) in full and final settlement of the Trustee's Claims and in satisfaction of the Judgment.

17. In order to avoid the costs, expenses and uncertainty of continued litigation, the parties have now agreed to resolve the Trustee's Claims upon the terms and conditions

contained in the stipulation (the "Stipulation"). A copy of the Stipulation is annexed hereto as **Exhibit 2.**

18. Defendants have offered to remit the total sum of Five Hundred and 00/100 (\$500.00) Dollars (the "Settlement Sum") to the Trustee in full and final settlement of the Trustee's Claims and in satisfaction of the Judgment.

19. As additional consideration, Defendants have offered to waive claim number 2595 filed by Sofia Corona against the Debtors in the amount of \$50,000.00 (the "Claims Waiver" and together with the Settlement Sum, the "Settlement Consideration") in full and final settlement of the Trustee's Claims and in satisfaction of the Judgment.

Settlement

21. The Trustee has determined that settling this matter for the Settlement Consideration 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.

22. After consultation with his retained professionals and in the exercise of his business judgment, the Trustee has determined that the Settlement Consideration 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 Defendants.

23. 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 Consideration in satisfaction of the Judgment.

Basis for Relief Requested

24. 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.

25. 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").

26. 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.

27. 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).

28. Following the entry of the Judgment, Defendants provided the Trustee with the Financial Information, establishing Defendants' inability to remit to the Trustee a sum greater than the Settlement Sum in satisfaction of the Judgment. By offering the Settlement Consideration, Defendants have offered to confer a benefit on the Debtors' estate in satisfaction of the Trustee's Claims and Judgment, without causing the Debtors' estate to incur significant fees or expenses.

29. The Trustee submits that considering the costs and uncertainties associated with judgment enforcement, and the amount of the Trustee's demand, it is unlikely that further litigation would result in a "net benefit" to the Debtors' estate in excess of the Settlement Consideration. In the sound business judgment of the Trustee, the proposed settlement is both appropriate and warranted. The Trustee believes that the settlement is fair and equitable and in the best interest of the estate.

30. Accordingly, the Trustee respectfully requests that this Court enter an Order (I)

reopening the adversary proceeding; (II) approving a stipulation settling the Trustee's Claims against Defendants; and (III) reclosing the adversary proceeding.

Notice

31. 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, former principal of the Debtors, (iii) Defendants, (iv) Defendants' Counsel, (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.

The Trustee respectfully submits that the proposed service complies with this Court's Order Establishing Noticing Procedures entered on July 8, 2009 and is otherwise sufficient.

32. 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 enter an Order under Bankruptcy Code §105 and Bankruptcy Rule 9019 (I) reopening the adversary proceeding; (II) approving a stipulation settling the Trustee's claims against Defendants; and (III) reclosing the adversary proceeding, and granting such other, further, and different relief as this Court deems just and proper.

Dated: Jericho, New York
May 15, 2014

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

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

EXHIBIT 1

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.

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

Plaintiff,

-against-

SOFIA CORONA and JOSE CORONA,

Defendants.
-----X

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

Adv. Pro. No.: 11-08144 (REG)

**ORDER (I) RE-OPENING ADVERSARY PROCEEDING; (II) APPROVING
A STIPULATION SETTLING THE TRUSTEE'S CLAIMS AGAINST SOFIA
CORONA AND JOSE CORONA; AND (III) RE-CLOSING THE ADVERSARY PROCEEDING**

Upon the Notice of Hearing (the "Notice"), dated May 15, 2014, and related application (collectively, the "Application") 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 (I) reopening the adversary proceeding; (II) approving a stipulation settling the Trustee's claims against Sofia Corona and Jose Corona (the "Defendants"); and (III) reclosing the adversary proceeding; and upon the Affidavit of Service filed with the Court; and no objections to the Application or the proposed Order having been filed; and the Court having found that good cause exists to reopen adversary proceeding number 11-08144 (REG), and the Court having found that the settlement of the Trustee's claims pursuant to 11 U.S.C. §§105, 502, 544, 548, 550 and 551, New York Debtor and Creditor Law §§273, 274, 275, 276 and 276-a, and New York common law against Defendants to be fair,

reasonable and in the best interest of the Debtors' estate; and sufficient cause having been shown therefor; and after due deliberation and consideration having been had; and it appearing that sufficient notice of the Application and proposed Order has been given; and it appearing that good and sufficient cause exists for granting the Application and proposed Order; and no additional notice being necessary or required.

NOW, THEREFORE, upon the Notice and Application of the Trustee and pursuant to 11 U.S.C. §105 and Federal Rule of Bankruptcy Procedure 9019(a) and other applicable law, it is hereby

ORDERED, that service of the Notice and Application and proposed Order, having been provided to: (i) the Office of the United States Trustee, (ii) Nicholas Cosmo, former principal of the Debtors, (iii) Defendants, (iv) Defendants' Counsel, (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 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 Application is granted, and it is further

ORDERED, that adversary proceeding number 11-08144 (REG) is reopened; and it is further

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

ORDERED, that the proposed satisfaction of judgment against Defendants, as memorialized in the Stipulation, is approved, and it is further

ORDERED, that adversary proceeding number 11-08144 (REG) is to be reclosed upon entry of this Order, and it is further

EXHIBIT 2

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.

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

Plaintiff,

-against-

SOFIA CORONA AND JOSE CORONA,

Defendant.
-----X

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

Adv. Pro. No.: 11-08144 (REG)

**STIPULATION PROVIDING FOR THE CONDITIONAL SATISFACTION OF
TRUSTEE'S JUDGMENT AGAINST SOFIA CORONA AND JOSE CORONA**

I. 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. ("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").

The Trustee's Adversary Proceeding

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 Agape to Sofia Corona and Jose Corona (collectively the "Defendant").

VIII. On January 19, 2011, the Trustee commenced this adversary proceeding against Defendant by the filing of a complaint, wherein the Trustee asserted that certain transfers totaling Thirteen Thousand Seven Hundred Twenty-Five And 00/100 (\$13,725.00) Dollars (the "Net Transfers") made by the Debtors to the Defendant prior to the Filing Date were avoidable pursuant to 11 U.S.C. §§544, 548, 550 and 551 and New York Debtor and Creditor Law §§273 through 276-a and New York Common Law (the "Trustee's Claims").

IX. On April 19, 2012, the Trustee filed a motion for default judgment (the "Motion") for Defendant's failure to answer or otherwise respond to the complaint.

X. On May 23, 2012, the Court granted the Trustee's Motion and entered a judgment (the "Judgment") against the Defendant.

XI. Thereafter, the Trustee commenced judgment enforcement proceedings by, *inter alia*, serving an information subpoena and restraining notice on JPMorgan Chase (collectively, the "Subpoena").

XII. In response to the Trustee's Subpoena, JPMorgan Chase (the "Bank") advised the bank account was under the permissible exemption and they did not restrain any accounts (the "Bank Accounts").

XIII. Thereafter, Defendant contacted the Trustee's counsel with respect to satisfying the Judgment.

XIV. Defendant, has furnished counsel for the Trustee with certain confidential financial information concerning all of their assets and liabilities (collectively, the "Financial Information"). Defendant acknowledges that the Trustee is relying upon the accuracy of the Financial Information and would not enter into this Stipulation in the event the Financial Information was materially inaccurate, and acknowledges the reasonableness of such reliance.

XV. The parties engaged in informal discovery related to the Claim and the defenses asserted by Defendant.

XVI. In the spirit of compromise, Defendant has offered to voluntarily remit the sum of Five Hundred And 00/100 (\$500.00) Dollars (the "Settlement Sum") to the Trustee in full and final satisfaction of the Trustee's Judgment (the "Stipulation").

XVII. Based upon his review of all documentation related to the Net Transfers and his investigation of all attendant factors, the Trustee has, in his business judgment, agreed to settle the Judgment upon the following terms and conditions.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the parties hereto, that the Trustee's Judgment 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 the execution of this Stipulation, the Defendant will remit a check, in the amount of \$500.00 made payable to "Kenneth P. Silverman, Esq., as Chapter 7 Trustee", by

delivering the check to Trustee's counsel at SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York, 11753, Attention: Linda Tumino.

3. The Trustee's proposed satisfaction of the Judgment is expressly conditioned upon his timely receipt of the Settlement Sum. The Trustee will withhold from further judgment enforcement efforts until April 23, 2014. In the event that the Trustee does not receive the Settlement Sum, the Trustee shall be relieved of his duty to satisfy the Judgment under this Stipulation and he shall retain all of his rights and remedies as a judgment creditor under New York law.

4. The Settlement Sum shall be held by the Trustee in a segregated "Earnest Money" account until the Approval Order becomes final and non-appealable under 28 U.S.C. §158(c)(2) and Bankruptcy Rule 8002.

5. Upon the Approval Order becoming final and non-appealable, the fourteenth day after the date of the entry of the Approval Order, the Trustee will transfer the Settlement Sum from the segregated "Earnest Money" account into the Debtors' estate account. If the Bankruptcy Court denies the entry of the Approval Order, the Trustee will return the Settlement Sum to Defendant's counsel without undue delay.

6. 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.

No Admission of Criminal or Civil Liability

7. 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 of any criminal or civil liability on Defendants' part. For clarification, this paragraph is not intended and shall not be deemed to affect Defendants' 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.

Proof of Claim

8. As additional consideration for settling the Trustee's Claims, Defendant agrees to: (i) waive their right to receive a distribution on any scheduled claim potentially listed on Schedule F of the Debtors' petitions; (ii) waive any and all claims against the Debtors' estates, including a waiver of Claim 2595 in its entirety; (iii) waive their right to any further distribution from the Debtors' estate; (iv) execute the notice of waiver of the Claim 2595 (the "Notice of Waiver") annexed hereto as **Exhibit A**; and (v) authorize the Trustee's counsel to electronically file the Notice of Waiver with the Bankruptcy Court, and deliver the Notice of Waiver to the Trustee's retained claims and noticing agent.

Releases

9. Upon execution of this Stipulation and the Trustee's receipt and clearance of the Settlement Sum, the Trustee and the estate release and forever discharge Defendant, their 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).

10. By executing this Stipulation, Defendant hereby represents and warrants that the Financial Information is accurate and complete. The Trustee specifically reserves the right to retain the benefits of the Settlement Sum herein, which sum shall be a credit against the existing judgment, and to continue judgment enforcement, if Defendant has made any material misrepresentation or omission regarding the nature and extent of their assets and, in such event, the releases set forth herein shall be deemed null and void and will have no force and effect

11. Upon execution of this Stipulation, Defendant releases, discharges and waives any and all claims against the Debtors' estates, the Trustee and the Trustee's agents, representative, attorneys, assigns and successors-in-interest from any and all claims, proofs of claim, claims for relief, demands, costs, expenses, damages, liabilities, and obligations of any nature.

Miscellaneous

12. 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.

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

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

15. 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.

16. The Trustee and Defendant are each responsible for their own costs and attorneys' fees incurred in connection with this proceeding.

Dated: Jericho, New York
March , 2014

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

By: s/ David J. Mahoney
David J. Mahoney
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
(516) 479-6300

Dated: New York, New York
March 26, 2014

Rich Michaelson Magaliff Moser, LLP
Attorneys for Defendant

By: s/ Robert N. Michaelson
Robert N. Michaelson
340 Madison Avenue, 19th Floor
New York, New York 10173
(212) 220-9402

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,

Debtors.
-----X

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

**NOTICE OF WAIVER AND WITHDRAWAL WITH PREJUDICE CLAIM
NUMBER 2595, IN THE AMOUNT OF \$50,000.00 FILED BY SOFIA & JOSE CORONA**

Sofia and Jose Corona hereby waive and withdraw, with prejudice, Claim Number 2595, filed on May 28, 2009, in the amount of \$50,000.00 and any subsequent amendments thereto. SilvermanAcampora LLP, counsel to Kenneth P. Silverman, Esq., the Chapter 7 Trustee of the substantively consolidated cases of Agape World, Inc., *et al.*, is authorized to file this Notice with the Bankruptcy Court to effect the withdrawal of Claim number 2595 with prejudice. A copy of Claim number 2595 is attached hereto.

Dated: March 20, 2014

By: s/ Sofia Corona
Claimant, Sofia Corona
Claimant's Address: 5822 Lincoln Circle West
Lake Worth, Florida 33463
561-351-8866

By: s/ Jose Corona
Claimant, Jose Corona
Claimant's Address: 5822 Lincoln Circle West
Lake Worth, Florida 33463
561-351-8866

UNITED STATES BANKRUPTCY COURT For the Eastern District of New York

PROOF OF CLAIM

Name of Debtor **AGAPE WORLD, INC**

Case Number **09-70660 (DTE)**

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property)
Sofia Corona & Jose Corona

Check this box to indicate that this claim amends a previously filed claim

Name and address where notices should be sent
**Sofia Corona
5822 Lincoln Circle West, Lake Worth, FL 33483**

**FILED - 02595
USBC - EASTERN DISTRICT OF NEW YORK
AGAPE WORLD INC
09-70660 (DTE)**

Court Claim Number _____
(If known)

Telephone number
[REDACTED]

Filed on _____

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars

Telephone number

Check this box if you are the debtor or trustee in this case

1 Amount of Claim as of Date Case Filed \$ 50,000.00

5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a) if any portion of your claim falls in one of the following categories, check the box and state the amount.

If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4

If all or part of your claim is entitled to priority, complete item 5

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges

Specify the priority of the claim

2 Basis for Claim Money Loaned
(See instruction #2 on reverse side)

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

3 Last four digits of any number by which creditor identifies debtor, 2225

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(4)

3a Debtor may have scheduled account as 2225
(See instruction #3a on reverse side)

Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5)

4 Secured Claim (See instruction #4 on reverse side)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7)

Nature of property or right of setoff Real Estate Motor Vehicle Other

Describe
Value of Property \$ _____ Annual Interest Rate % _____

Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____ Basis for perfection: _____

Amount of Secured Claim \$ _____ Amount Unsecured \$ _____

Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8)

Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)()

6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary (See instruction 7 and definition of "redacted" on reverse side)

Amount entitled to priority \$ _____

DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

If the documents are not available, please explain [REDACTED]

Date 05/16/2009

Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any

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