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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-

WILLIAM PINEDO and  
WILLIAM PINEDO ENTERPRISES LLC,

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 William Pinedo ("Pinedo") and William Pinedo Enterprises LLC ("Pinedo Enterprises" and, together with Pinedo, 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 37<sup>th</sup> 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, Pinedo was and is an individual residing at 6-11 124<sup>th</sup> Street, College Point, New York 11356.

14. At all times relevant, Pinedo Enterprises was and is a New York limited liability company organized and existing with offices at 6-11 124<sup>th</sup> Street, College Point, New York 11356.

#### **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, Pinedo received transfers from Agape in an amount to be determined at trial, but in no event less than One Hundred Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00) (the "Pinedo Transfers").

20. Upon information and belief, between February 5, 2003 and the Filing Date, Pinedo Enterprises received transfers from Agape in an amount to be determined at trial, but in no event less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) (the "Pinedo Enterprises Transfers" and, together with the Pinedo 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 Pinedo**  
**(incorporating all previous allegations)**

24. The Pinedo 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 Pinedo 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 Pinedo

an amount as yet undetermined but which is equal to any and all sums paid to or received by Pinedo which amount is, in no event, less than One Hundred Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00), plus appropriate interest thereon.

**Second Claim For Relief Against Pinedo**  
**(incorporating all previous allegations)**

26. Upon information and belief, at the time of the Pinedo 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 Pinedo 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 Pinedo 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 Pinedo an amount as yet undetermined but which is equal to any and all sums paid to or received by Pinedo which amount is, in no event, less than One Hundred Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00), plus appropriate interest thereon.

**Third Claim For Relief Against Pinedo**  
**(incorporating all previous allegations)**

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

Pinedo which amount is, in no event, less than One Hundred Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00), plus appropriate interest thereon.

**Fourth Claim For Relief Against Pinedo**  
**(incorporating all previous allegations)**

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

33. The Pinedo 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 Pinedo 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 Pinedo an amount as yet undetermined but which is equal to any and all sums paid to or received by Pinedo which amount is, in no event, less than One One Hundred Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

**Fifth Claim For Relief Against Pinedo**  
**(incorporating all previous allegations)**

35. Certain of the Pinedo Transfers, in an amount to be determined at trial, but in no event less than Sixty-Nine Thousand Four Hundred Sixty-Three Dollars (\$69,463.00) were made within two (2) years of the Filing Date (the "Pinedo Two-Year Transfers").

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

received by Pinedo within two (2) years of the Filing Date, which amount is, in no event, less than Sixty-Nine Thousand Four Hundred Sixty-Three Dollars (\$69,463.00), plus appropriate interest thereon.

**Sixth Claim For Relief Against Pinedo**  
**(incorporating all previous allegations)**

39. Agape received less than reasonably equivalent value in exchange for the Pinedo 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 Pinedo Two-Year Transfers were made or became insolvent as a result of the Pinedo 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 Pinedo 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 Pinedo Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Pinedo an amount as yet undetermined but which is equal to any and all sums paid to or received by Pinedo within two (2) years of the Filing Date which amount is, in no event, less than Sixty-Nine Thousand Four Hundred Sixty-Three Dollars (\$69,463.00), plus appropriate interest thereon.

**Seventh Claim For Relief Against Pinedo**  
**(incorporating all previous allegations)**

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

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

45. By reason of the foregoing, Pinedo 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 Pinedo which amount is, in no event, less than One Hundred Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00), plus appropriate interest thereon.

**Eighth Claim For Relief Against Pinedo**  
**(incorporating all previous allegations)**

46. Certain of the Pinedo Transfers, in an amount to be determined at trial, but in no event less than Eleven Thousand One Hundred Seventy-Two Dollars And Fifty-Eight Cents (\$11,172.58) were made within one (1) year of the Filing Date (the "Pinedo Preferential Transfers").

47. Upon information and belief the following Pinedo Preferential Transfers were made:

<b>Date Cleared</b>	<b>Check Number</b>	<b>Amount</b>
03/21/08	14673	\$5,832.32
04/30/08	15290	\$2,670.13
04/30/08	15458	\$2,670.13
<b>TOTAL</b>		<b>\$11,172.58</b>

48. The Pinedo Preferential Transfers were made within one year of the Filing Date.

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

50. The Pinedo Preferential Transfers constituted a transfer of Agape's interest in property.



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

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

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

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

55. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Pinedo Preferential Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Pinedo an amount equal to the Pinedo Preferential Transfers which amount is, in no event, less than Eleven Thousand One Hundred Seventy-Two Dollars And Fifty-Eight Cents (\$11,172.58), plus appropriate interest thereon.

**Ninth Claim For Relief Against Pinedo Enterprises**  
**(incorporating all previous allegations)**

56. The Pinedo Enterprises Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §273.

57. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Pinedo Enterprises 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 Pinedo Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Pinedo Enterprises which amount is, in no event, less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57), plus appropriate interest thereon.

**Tenth Claim For Relief Against Pinedo Enterprises**  
**(incorporating all previous allegations)**

58. Upon information and belief, at the time of the Pinedo Enterprises 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.

59. The Pinedo Enterprises Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §274.

60. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Pinedo Enterprises 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 Pinedo Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Pinedo Enterprises which amount is, in no event, less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57), plus appropriate interest thereon.

**Eleventh Claim For Relief Against Pinedo Enterprises**  
**(incorporating all previous allegations)**

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

62. The Pinedo Enterprises Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §275.

63. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Pinedo Enterprises 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 Pinedo Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Pinedo Enterprises which amount is, in no event, less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57), plus appropriate interest thereon.

**Twelfth Claim For Relief Against Pinedo Enterprises**  
**(incorporating all previous allegations)**

64. The Pinedo Enterprises Transfers were made with the actual intent to hinder, delay or defraud Agape's creditors.

65. The Pinedo Enterprises Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §276.

66. Based upon the foregoing, the Trustee is entitled to judgment (a) avoiding the Pinedo Enterprises 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 Pinedo Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Pinedo Enterprises which amount is, in no event, less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

**Thirteenth Claim For Relief Against Pinedo Enterprises**  
**(incorporating all previous allegations)**

67. Certain of the Pinedo Enterprises Transfers, in an amount to be determined at trial, but in no event less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) were made within two (2) years of the Filing Date (the "Pinedo Enterprises Two-Year Transfers").

68. The Pinedo Enterprises 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.

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

70. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Pinedo Enterprises Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Pinedo Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Pinedo Enterprises within two (2) years of the Filing Date which amount is, in no event, less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57), plus appropriate interest thereon.

**Fourteenth Claim For Relief Against Pinedo Enterprises**  
**(incorporating all previous allegations)**

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

72. Upon information and belief, Agape (i) was insolvent on the date that the Pinedo Enterprises Two-Year Transfers were made or became insolvent as a result of the Pinedo Enterprises 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.

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

74. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Pinedo Enterprises Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Pinedo Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Pinedo Enterprises within two (2) years of the Filing Date which

amount is, in no event, less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57), plus appropriate interest thereon.

**Fifteenth Claim For Relief Against Pinedo Enterprises**  
**(incorporating all previous allegations)**

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

76. As a result, Pinedo Enterprises has been unjustly enriched and may not in equity and good conscience retain the Pinedo Enterprises Transfers.

77. By reason of the foregoing, Pinedo Enterprises 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 Pinedo Enterprises which amount is, in no event, less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57), plus appropriate interest thereon.

**Sixteenth Claim For Relief Against Pinedo Enterprises**  
**(incorporating all previous allegations)**

78. Certain of the Pinedo Enterprises Transfers, in an amount to be determined at trial, but in no event less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) were made within one (1) year of the Filing Date (the "Pinedo Enterprises Preferential Transfers").

79. Upon information and belief the following Pinedo Enterprises Preferential Transfers were made:

<b>Date Cleared</b>	<b>Check Number</b>	<b>Amount</b>
04/25/08	16491	\$18,490.51
04/30/08	15283	\$26,392.10
05/16/08	16962	\$9,522.00

06/20/08	18564	\$20,246.45
07/03/08	18971	\$33,880.55
09/12/08	27534	\$33,577.29
10/08/08	23868	\$40,522.77
10/23/08	24060	\$26,095.26
11/18/08	24599	\$1,666.91
12/29/08	22651	\$675.01
12/29/08	25620	\$1,666.91
01/13/09	22648	\$400.00
01/20/09	25824	\$900.00
<b>TOTAL</b>		<b>\$214,035.76</b>

80. The Pinedo Enterprises Preferential Transfers were made within one year of the Filing Date.

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

82. The Pinedo Enterprises Preferential Transfers constituted a transfer of Agape's interest in property.

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

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

85. The Pinedo Enterprises Preferential Transfers enabled Pinedo Enterprises to receive more than it would have received if: (a) Agape's case was filed under chapter 7 of the Bankruptcy Code; (b) the Pinedo Enterprises Preferential Transfers had not been made; and (c)

Pinedo Enterprises received payment of its claim as provided under chapter 7 of the Bankruptcy Code.

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

87. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Pinedo Enterprises Preferential Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Pinedo Enterprises an amount as yet undetermined but which is equal to the Pinedo Enterprises Preferential Transfers which amount is, in no event, less than Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57), plus appropriate interest thereon.

**Seventeenth Claim For Relief Against Defendants**  
**(incorporating all previous allegations)**

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

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

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

91. 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 Pinedo on the Trustee's first claim for relief (a) avoiding the Pinedo 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 Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00) from Pinedo plus appropriate interest thereon; and
- (b) against Pinedo on the Trustee's second claim for relief (a) avoiding the Pinedo 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 Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00) from Pinedo plus appropriate interest thereon; and
- (c) against Pinedo on the Trustee's third claim for relief (a) avoiding the Pinedo 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 Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00) from Pinedo plus appropriate interest thereon; and
- (d) against Pinedo on the Trustee's fourth claim for relief (a) avoiding the Pinedo 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 Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00) from Pinedo plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (e) against Pinedo on the Trustee's fifth claim for relief (a) avoiding the Pinedo 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 Sixty-Nine Thousand Four Hundred Sixty-Three Dollars (\$69,463.00) from Pinedo plus appropriate interest thereon; and
- (f) against Pinedo on the Trustee's sixth claim for relief (a) avoiding the Pinedo 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 Sixty-Nine Thousand Four Hundred Sixty-Three Dollars (\$69,463.00) from Pinedo plus appropriate interest thereon; and
- (g) against Pinedo 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 Fifty-Four Thousand Seven Hundred Seventy-Five Dollars (\$154,775.00) from Pinedo plus appropriate interest thereon; and
- (h) against Pinedo on the Trustee's eighth claim for relief (a) avoiding the Pinedo Preferential Transfers pursuant to 11 U.S.C. §547(b), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering the Pinedo Preferential Transfers in the sum of Eleven Thousand One Hundred Seventy-Two Dollars And Fifty-Eight Cents (\$11,172.58) from Pinedo plus appropriate interest thereon; and



- (i) against Pinedo Enterprises on the Trustee's ninth claim for relief (a) avoiding the Pinedo Enterprises 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 Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) from Pinedo Enterprises plus appropriate interest thereon; and
- (j) against Pinedo Enterprises on the Trustee's tenth claim for relief (a) avoiding the Pinedo Enterprises 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 Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) from Pinedo Enterprises plus appropriate interest thereon; and
- (k) against Pinedo Enterprises on the Trustee's eleventh claim for relief (a) avoiding the Pinedo Enterprises 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 Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) from Pinedo Enterprises plus appropriate interest thereon; and
- (l) against Pinedo Enterprises on the Trustee's twelfth claim for relief (a) avoiding the Pinedo Enterprises 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 Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) from Pinedo Enterprises plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (m) against Pinedo Enterprises on the Trustee's thirteenth claim for relief (a) avoiding the Pinedo Enterprises 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 Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) from Pinedo Enterprises plus appropriate interest thereon; and
- (n) against Pinedo Enterprises on the Trustee's fourteenth claim for relief (a) avoiding the Pinedo Enterprises 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 Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) from Pinedo Enterprises plus appropriate interest thereon; and
- (o) against Pinedo Enterprises on Trustee's fifteenth 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 Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) from Pinedo Enterprises plus appropriate interest thereon; and

- (p) against Pinedo Enterprises on the Trustee's sixteenth claim for relief (a) avoiding the Pinedo Enterprises Preferential Transfers pursuant to 11 U.S.C. §547(b), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering the Pinedo Preferential Transfers in the sum of Twenty-Five Thousand Seven Hundred Thirty-Five Dollars And Fifty-Seven Cents (\$25,735.57) from Pinedo Enterprises plus appropriate interest thereon; and
- (q) against the Defendants on the Trustee's seventeenth claim for relief pursuant to 11 U.S.C. §502(d) disallowing any claim of Defendant against Agape unless and until Defendants return the Transfers to the Trustee; and
- (r) For such other, further and different relief as the Court deems proper.

Dated: Jericho, New York  
June 7, 2010

**SILVERMANACAMPORA LLP**

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the Chapter 7 Trustee

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