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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-

RICHARD BARRY and
PIF, 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 Richard Barry ("Barry") and PIF, LLC ("PIF" together with Barry, 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. At all times relevant, Barry was and is an individual residing at 4043 Bayberry Lane, Seaford, New York, 11783.

14. At all times relevant, PIF was and is a New York limited liability company organized and existing with a Department of State of the State of New York service address of CT Corporation System 111 Eighth Avenue, New York, New York 10011.

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 Barry or PIF 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, Barry received transfers from Agape in an amount to be determined at trial, but in no event less than Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00) (the "Barry Transfers").

20. Upon information and belief, between February 5, 2003 and the Filing Date, PIF received transfers from Agape in an amount to be determined at trial, but in no event less than Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00) (the "PIF Transfers" together with the Barry 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 Barry
(incorporating all previous allegations)

24. The Barry 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 Barry 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 Barry an amount as yet undetermined but which is equal to any and all sums paid to or received by Barry

which amount is, in no event, less than Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00), plus appropriate interest thereon.

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

26. Upon information and belief, at the time of the Barry 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 Barry 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 Barry 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 Barry an amount as yet undetermined but which is equal to any and all sums paid to or received by Barry which amount is, in no event, less than Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00), plus appropriate interest thereon.

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

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

amount is, in no event, less than Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00), plus appropriate interest thereon.

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

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

33. The Barry 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 Barry 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 Barry an amount as yet undetermined but which is equal to any and all sums paid to or received by Barry which amount is, in no event, less than Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

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

35. Certain of the Barry Transfers, in an amount to be determined at trial, but in no event less than Two Hundred Ninety-Seven One Hundred Thirteen Dollars (\$297,113.00) were made within two (2) years of the Filing Date (the "Barry Two-Year Transfers").

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

by Barry which amount is, in no event, less than Two Hundred Ninety-Seven One Hundred Thirteen Dollars (\$297,113.00), plus appropriate interest thereon.

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

39. Agape received less than reasonably equivalent value in exchange for the Barry 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 Barry Two-Year Transfers were made or became insolvent as a result of the Barry 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 Barry 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 Barry Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Barry an amount as yet undetermined but which is equal to any and all sums paid to or received by Barry which amount is, in no event, less than Two Hundred Ninety-Seven One Hundred Thirteen Dollars (\$297,113.00), plus appropriate interest thereon.

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

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

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

45. By reason of the foregoing, Barry 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 Barry which amount is, in no event, less than Two Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00), plus appropriate interest thereon.

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

46. Certain of the Barry Transfers, in an amount to be determined at trial, but in no event less than One Hundred Seven Thousand One Hundred Sixty-One Dollars And Eighty-Five Cents (\$107,161.85) were made within one (1) year of the Filing Date (the "Barry Preferential Transfers").

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

Date	Check Number (if applicable)	Amount
02/04/08	300076	\$4,000.72
02/11/08	Direct Deposit	\$4,000.71
02/26/08	Direct Deposit	\$4,000.71
03/11/08	Direct Deposit	\$4,000.72
03/20/08	14097	\$54.29
03/25/08	Direct Deposit	\$4,000.71
04/07/08	Direct Deposit	\$4,000.71
04/21/08	Direct Deposit	\$4,000.72
05/04/08	Direct Deposit	\$4,000.71
05/19/08	Direct Deposit	\$4,000.71
06/02/08	Direct Deposit	\$4,000.71
06/17/08	Direct Deposit	\$4,000.72
06/30/08	Direct Deposit	\$4,000.71
07/14/08	Direct Deposit	\$4,000.71
07/29/08	Direct Deposit	\$4,000.72
08/12/08	Direct Deposit	\$4,000.71
08/25/08	Direct Deposit	\$4,000.71
09/08/08	Direct Deposit	\$4,208.19
09/22/08	Direct Deposit	\$4,358.40

10/06/08	Direct Deposit	\$4,358.41
10/21/08	Direct Deposit	\$4,358.41
11/03/08	Direct Deposit	\$4,358.40
11/18/08	Direct Deposit	\$4,358.41
12/01/08	Direct Deposit	\$4,358.40
12/15/08	Direct Deposit	\$4,358.41
12/30/08	Direct Deposit	\$4,358.41
01/12/09	Direct Deposit	\$4,020.71
TOTAL		\$107,161.85

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

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

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

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

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

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

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

55. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Barry Preferential Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Barry an amount equal to the Barry Preferential Transfers which amount is, in no event, less than One Hundred Seven Thousand One Hundred Sixty-One Dollars And Eighty-Five Cents (\$107,161.85), plus appropriate interest thereon.

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

56. The PIF 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 PIF 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 PIF an amount as yet undetermined but which is equal to any and all sums paid to or received by PIF which amount is, in no event, less than Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00), plus appropriate interest thereon.

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

58. Upon information and belief, at the time of the PIF 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 PIF 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 PIF 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 PIF an amount

as yet undetermined but which is equal to any and all sums paid to or received by Defendants which amount is, in no event, less than Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00), plus appropriate interest thereon.

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

61. Upon information and belief, at the time of the PIF 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 PIF 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 PIF 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 PIF an amount as yet undetermined but which is equal to any and all sums paid to or received by PIF which amount is, in no event, less than Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00), plus appropriate interest thereon.

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

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

65. The PIF 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 PIF 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 PIF an amount as yet undetermined but which is equal to any and all sums paid to or received by PIF which amount is, in no event, less than Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00), plus interest

thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

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

67. Certain of the PIF Transfers, in an amount to be determined at trial, but in no event less than One Hundred Ninety-Two Thousand Six Hundred Seven Dollars (\$192,607.00) were made within two (2) years of the Filing Date (the "PIF Two-Year Transfers").

68. The PIF 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 PIF 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 PIF Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from PIF an amount as yet undetermined but which is equal to any and all sums paid to or received by PIF which amount is, in no event, less than One Hundred Ninety-Two Thousand Six Hundred Seven Dollars (\$192,607.00), plus appropriate interest thereon.

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

71. Agape received less than reasonably equivalent value in exchange for the PIF 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 PIF Two-Year Transfers were made or became insolvent as a result of the PIF 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 PIF 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 PIF Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from PIF an amount as yet undetermined but which is equal to any and all sums paid to or received by PIF which amount is, in no event, less than One Hundred Ninety-Two Thousand Six Hundred Seven Dollars (\$192,607.00), plus appropriate interest thereon.

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

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

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

77. By reason of the foregoing, PIF 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 PIF which amount is, in no event, less than Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00), plus appropriate interest thereon.

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

78. Certain of the PIF Transfers, in an amount to be determined at trial, but in no event less than One Hundred Seven Thousand Six Hundred Eleven Dollars And Four Cents (\$107,611.04) were made within one (1) year of the Filing Date (the "PIF Preferential Transfers").

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

Date Cleared	Check Number	Amount
03/10/08	14152	\$5,900.00
03/18/08	213	\$1,975.00
04/11/08	341	\$1,975.00
04/14/08	15456	\$35,000.00
04/29/08	16467	\$1,575.00
05/14/08	533	\$3,975.00
05/16/08	16979	\$7,375.00
05/30/08	17039	\$635.00
06/12/08	17119	\$1,228.52
06/16/08	824	\$4,175.00
06/23/08	17237	\$3,350.00
07/03/08	1008	\$375.00
07/14/08	1191	\$6,775.00
07/24/08	1386	\$375.00
08/15/08	20191	\$600.00
08/15/08	1618	\$9,175.00
09/03/08	1832	\$375.00
09/05/08	21785	\$575.00
09/15/08	27673	\$1,175.00
09/15/08	2155	\$8,775.00
09/26/08	17744	\$2,697.52
10/07/08	2405	\$375.00
10/21/08	2703	\$9,175.00
TOTAL		\$107,611.04

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

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

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

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

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

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

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

87. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the PIF Preferential Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551, may recover from PIF an amount equal to the PIF Preferential Transfers which amount is, in no event, less than One Hundred Seven Thousand Six Hundred Eleven Dollars (\$107,611.00), 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 that 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 Barry on the Trustee's first claim for relief (a) avoiding the Barry 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 Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00) from Barry plus appropriate interest thereon; and
- (b) against Barry on the Trustee's second claim for relief (a) avoiding the Barry 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 Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00) from Barry plus appropriate interest thereon; and
- (c) against Barry on the Trustee's third claim for relief (a) avoiding the Barry 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 Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00) from Barry plus appropriate interest thereon; and
- (d) against Barry on the Trustee's fourth claim for relief (a) avoiding the Barry 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 Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00) from Barry plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (e) against Barry on the Trustee's fifth claim for relief (a) avoiding the Barry 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 Two Hundred Ninety-Seven Two Hundred Thirteen Dollars (\$297,213.00) from Barry plus appropriate interest thereon; and
- (f) against Barry on the Trustee's sixth claim for relief (a) avoiding the Barry 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 Two Hundred Ninety-Seven Two Hundred Thirteen Dollars (\$297,213.00) from Barry plus appropriate interest thereon; and
- (g) against Barry 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 Three Hundred Forty-Seven Thousand Three Hundred Thirteen Dollars (\$347,313.00) from Barry plus appropriate interest thereon; and

- (h) against Barry on the Trustee's eighth claim for relief (a) avoiding the Barry Preferential Transfers pursuant to 11 U.S.C. §547(b), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering the Barry Preferential Transfers in the sum of One Hundred Seven Thousand One Hundred Sixty-One Dollars And Eighty-Five Cents (\$107,161.85) from Barry plus appropriate interest thereon; and
- (i) against PIF on the Trustee's ninth claim for relief (a) avoiding the PIF 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 Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00) from PIF plus appropriate interest thereon; and
- (j) against PIF on the Trustee's tenth claim for relief (a) avoiding the PIF 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 Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00) from PIF plus appropriate interest thereon; and
- (k) against PIF on the Trustee's eleventh claim for relief (a) avoiding the PIF 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 Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00) from PIF plus appropriate interest thereon; and
- (l) against PIF on the Trustee's twelfth claim for relief (a) avoiding the PIF 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 Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00) from PIF plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (m) against PIF on the Trustee's thirteenth claim for relief (a) avoiding the PIF 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 One Hundred Ninety-Two Thousand Six Hundred Seven Dollars (\$192,607.00) from PIF plus appropriate interest thereon; and
- (n) against PIF on the Trustee's fourteenth claim for relief (a) avoiding the PIF 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 One Hundred Ninety-Two Thousand Six Hundred Seven Dollars (\$192,607.00) from PIF plus appropriate interest thereon; and
- (o) against PIF 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 Two Hundred Four Thousand One Hundred Fifty-Seven Dollars (\$204,157.00) from PIF plus appropriate interest thereon; and

- (p) against PIF on the Trustee's sixteenth claim for relief (a) avoiding the PIF Preferential Transfers pursuant to 11 U.S.C. §547(b), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering the Barry Preferential Transfers in the sum of One Hundred Seven Thousand Six Hundred Eleven Dollars And Four Cents (\$107,611.04) from PIF 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 Defendants 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 4, 2010

SILVERMANACAMPORA LLP

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the Chapter 7 Trustee

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