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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-

JOHN MARIO RESTREPO,
RUBY RESTREPO and
PANORAMA GROUP, 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 John Mario Restrepo ("Mario"), Ruby Restrepo ("Ruby") and Panorama Group, LLC ("Panorama" together with Mario and Ruby, 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, Mario was and is an individual residing at 1734 Golfview Drive, Kissimmee, Florida, 34746.

14. At all times relevant, Ruby was and is an individual residing at 1734 Golfview Drive, Kissimmee, Florida, 34746.

15. At all times relevant, Panorama was and is a Florida limited liability company organized and existing with a Department of State of the State of Florida service address of Dorrough, Calzada & Hamner, P.L., 419 North Magnolia Avenue, Orlando, Florida 32801.

Background Facts Common To All Claims For Relief

16. 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.

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

18. The third-party investments induced and collected by Defendants (i) squandered

in connection with undisclosed and unauthorized investments in commodities futures trading and other transfers to third parties, and/or (ii) transferred to Defendants for their own benefit.

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

20. 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.

21. Upon information and belief, between February 5, 2003 and the Filing Date, Mario received transfers from Agape in an amount to be determined at trial, but in no event less than Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00) (the "Mario Transfers").

22. Upon information and belief, between February 5, 2003 and the Filing Date, Ruby received transfers from Agape in an amount to be determined at trial, but in no event less than Two Hundred Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00) (the "Ruby Transfers").

23. Upon information and belief, between February 5, 2003 and the Filing Date, Ruby received transfers from Agape in an amount to be determined at trial, but in no event less than One Million Ninety-Three Dollars (\$1,000,093.00) ("Panorama Transfers" together with the Mario Transfers and the Ruby Transfers, collectively, the "Transfers")

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

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

26. 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 Mario
(incorporating all previous allegations)

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

28. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Mario 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 Mario an amount as yet undetermined but which is equal to any and all sums paid to or received by Mario which amount is, in no event, less than Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00), plus appropriate interest thereon.

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

29. Upon information and belief, at the time of the Mario 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.

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

31. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Mario 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 Mario an amount as yet undetermined but which is equal to any and all sums paid to or received by Mario which amount is, in no event, less than Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00), plus appropriate interest thereon.

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

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

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

34. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Mario 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 Mario an amount as yet undetermined but which is equal to any and all sums paid to or received by Mario which amount is, in no event, less than Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00), plus appropriate interest thereon.

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

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

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

37. Based upon the foregoing, the Trustee is entitled to judgment (a) avoiding the Mario 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 Mario an amount as yet undetermined but which is equal to any and all sums paid to or received by Mario which amount is, in no event, less than Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

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

38. Certain of the Mario Transfers, in an amount to be determined at trial, but in no event less than Two Hundred Thirteen Thousand Nine Hundred Seventy-Seven Dollars (\$213,977.00) were made within two (2) years of the Filing Date (the “Mario Two-Year Transfers”).

39. The Mario 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.

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

41. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Mario Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Mario an amount as yet undetermined but which is equal to any and all sums paid to or received by Mario within two (2) years of the Filing Date, which amount is, in no event, less than Two Hundred Thirteen Thousand Nine Hundred Seventy-Seven Dollars (\$213,977.00), plus appropriate interest thereon.

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

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

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

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

45. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Mario Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Mario an amount as yet undetermined but which is equal to any and all sums paid to or received by Mario within two (2) years of the Filing Date which amount is, in no event, less than Two Hundred Thirteen Thousand Nine Hundred Seventy-Seven Dollars (\$213,977.00), plus appropriate interest thereon.

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

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

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

48. By reason of the foregoing, Mario 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 Mario which amount is, in no event, less than Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00), plus appropriate interest thereon.

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

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

50. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ruby 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 Ruby an amount as yet undetermined but which is equal to any and all sums paid to or received by Ruby which amount is, in no event, less than Two Hundred Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00), plus appropriate interest thereon.

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

51. Upon information and belief, at the time of the Ruby 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.

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

53. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ruby 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 Ruby an amount as yet undetermined but which is equal to any and all sums paid to or received by Ruby which amount is, in no event, less than Two Hundred Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00), plus appropriate interest thereon.

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

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

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

56. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ruby 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 Ruby an

amount as yet undetermined but which is equal to any and all sums paid to or received by Ruby which amount is, in no event, less than Two Hundred Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00), plus appropriate interest thereon.

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

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

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

59. Based upon the foregoing, the Trustee is entitled to judgment (a) avoiding the Ruby 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 Ruby an amount as yet undetermined but which is equal to any and all sums paid to or received by Ruby which amount is, in no event, less than Two Hundred Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

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

60. Certain of the Ruby Transfers, in an amount to be determined at trial, but in no event less than Two Hundred Twenty-Six Thousand Six Hundred Eighteen Dollars (\$226,618.00) were made within two (2) years of the Filing Date (the "Ruby Two-Year Transfers").

61. The Ruby 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.

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

63. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the

Ruby Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Ruby an amount as yet undetermined but which is equal to any and all sums paid to or received by Ruby within two (2) years of the Filing Date, which amount is, in no event, less than Two Hundred Twenty-Six Thousand Six Hundred Eighteen Dollars (\$226,618.00), plus appropriate interest thereon.

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

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

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

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

67. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Ruby Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Ruby an amount as yet undetermined but which is equal to any and all sums paid to or received by Ruby within two (2) years of the Filing Date which amount is, in no event, less than Two Hundred Twenty-Six Thousand Six Hundred Eighteen Dollars (\$226,618.00), plus appropriate interest thereon.

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

68. The Ruby Transfers were impermissible transfers of Agape's interest in property. As a result, Ruby was the ultimate beneficiary of the Ruby Transfers under circumstances in

which Ruby would be unjustly enriched if she were to retain the Ruby Transfers since Agape did not receive reasonably equivalent value therefor.

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

70. By reason of the foregoing, Ruby 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 Ruby which amount is, in no event, less than Two Hundred Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00), plus appropriate interest thereon.

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

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

72. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Panorama 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 Panorama an amount as yet undetermined but which is equal to any and all sums paid to or received by Panorama which amount is, in no event, less than One Million One Hundred Thousand Ninety-Three Dollars (\$1,100,093.00), plus appropriate interest thereon.

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

73. Upon information and belief, at the time of the Panorama 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.

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

75. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Panorama 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 Panorama an amount as yet undetermined but which is equal to any and all sums paid to or received by Panorama which amount is, in no event, less than One Million One Hundred Thousand Ninety-Three Dollars (\$1,100,093.00), plus appropriate interest thereon.

Seventeenth Claim For Relief Against Panorama
(incorporating all previous allegations)

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

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

78. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Panorama 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 Panorama an amount as yet undetermined but which is equal to any and all sums paid to or received by Panorama which amount is, in no event, less than One Million One Hundred Thousand Ninety-Three Dollars (\$1,100,093.00), plus appropriate interest thereon.

Eighteenth Claim For Relief Against Panorama
(incorporating all previous allegations)

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

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

81. Based upon the foregoing, the Trustee is entitled to judgment (a) avoiding the Panorama 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 Panorama an amount as yet undetermined but which is equal to any and all sums paid to or received by Panorama which amount is, in no event, less than One Million One Hundred Thousand Ninety-Three Dollars (\$1,100,093.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

Nineteenth Claim For Relief Against Panorama
(incorporating all previous allegations)

82. Certain of the Panorama Transfers, in an amount to be determined at trial, but in no event less than One Million Ninety-Three Dollars (\$1,00,093.00) were made within two (2) years of the Filing Date (the "Panorama Two-Year Transfers").

83. The Panorama 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.

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

85. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Panorama Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Panorama an amount as yet undetermined but which is equal to any and all sums paid to or received by Panorama within two (2) years of the Filing Date, which amount is, in no event, less than One Million Ninety-Three Dollars (\$1,000,093.00), plus appropriate interest thereon.

Twentieth Claim For Relief Against Panorama
(incorporating all previous allegations)

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

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

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

89. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Panorama Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Panorama an amount as yet undetermined but which is equal to any and all sums paid to or received by Panorama within two (2) years of the Filing Date which amount is, in no event, less than One Million Ninety-Three Dollars (\$1,000,093.00), plus appropriate interest thereon.

Twenty-First Claim For Relief Against Panorama
(incorporating all previous allegations)

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

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

92. By reason of the foregoing, Panorama 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 Panorama which amount is, in no event, less than One Million One Hundred Thousand Ninety-Three Dollars (\$1,100,093.00), plus appropriate interest thereon.

Twenty-Second Claim For Relief Against Panorama
(incorporating all previous allegations)

93. Certain of the Panorama Transfers, in an amount to be determined at trial, but in no event less than Seven Hundred Eighty-Six Thousand Three Hundred Thirty-Eight Dollars

And Sixty-Four Cents (\$786,338.64) were made within one (1) year of the Filing Date (the “Panorama Preferential Transfers”).

94. Upon information and belief the following Panorama Preferential Transfers were made:

Date Cleared	Check Number	Amount
02/11/08	14061	\$80,000.00
03/25/08	15087	\$98,297.58
04/14/08	15232	\$17,761.25
04/30/08	16649	\$86,109.12
05/20/08	16994	\$20,441.35
05/20/08	16993	\$1,050.00
05/20/08	16875	\$24,493.00
06/23/08	18663	\$13,694.90
06/23/08	18630	\$99,783.32
07/08/08	17443	\$1,115.00
07/08/08	18685	\$26,117.20
07/28/08	20150	\$21,285.72
07/28/08	20098	\$230,000.00
08/06/08	20208	\$1,901.51
08/06/08	20231	\$15,000.00
11/20/08	22609	\$20,000.00
12/22/08	21951	\$14,380.22
12/22/08	23513	\$1,607.28
12/22/08	23501	\$13,301.19
11/20/08	22609	\$20,000.00
TOTAL		\$786,338.64

95. The Panorama Preferential Transfers were made within one year of the Filing Date.

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

97. The Panorama Preferential Transfers constituted a transfer of Agape’s interest in property.

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

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

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

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

102. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Panorama Preferential Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Panorama an amount equal to the Panorama Preferential Transfers which amount is, in no event, less than Seven Hundred Eighty-Six Thousand Three Hundred Thirty-Nine Dollars (\$786,339.00), plus appropriate interest thereon.

Twenty-Third Claim For Relief Against Defendants
(incorporating all previous allegations)

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

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

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

106. 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 Mario on the Trustee's first claim for relief (a) avoiding the Mario Transfers pursuant to New York Debtor and Creditor Law §273, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00) from Mario plus appropriate interest thereon; and
- (b) against Mario on the Trustee's second claim for relief (a) avoiding the Mario Transfers pursuant to New York Debtor and Creditor Law §274, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00) from Mario plus appropriate interest thereon; and
- (c) against Mario on the Trustee's third claim for relief (a) avoiding the Mario Transfers pursuant to New York Debtor and Creditor Law §275, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00) from Mario plus appropriate interest thereon; and
- (d) against Mario on the Trustee's fourth claim for relief (a) avoiding the Mario Transfers pursuant to New York Debtor and Creditor Law §276, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00) from Mario plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (e) against Mario on the Trustee's fifth claim for relief (a) avoiding the Mario 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 Thirteen Thousand Nine Hundred Seventy-Seven Dollars (\$213,977.00) from Mario plus appropriate interest thereon; and
- (f) against Mario on the Trustee's sixth claim for relief (a) avoiding the Mario 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 Thirteen Thousand Nine Hundred Seventy-Seven Dollars (\$213,977.00) from Mario plus appropriate interest thereon; and

- (g) against Mario 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 Six Hundred Thirteen Thousand Three Hundred Eighty-Three Dollars (\$613,383.00) from Mario plus appropriate interest thereon; and
- (h) against Ruby on the Trustee's eighth claim for relief (a) avoiding the Ruby 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 Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00) from Ruby plus appropriate interest thereon; and
- (i) against Ruby on the Trustee's ninth claim for relief (a) avoiding the Ruby 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 Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00) from Ruby plus appropriate interest thereon; and
- (j) against Ruby on the Trustee's tenth claim for relief (a) avoiding the Ruby 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 Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00) from Ruby plus appropriate interest thereon; and
- (k) against Ruby on the Trustee's eleventh claim for relief (a) avoiding the Ruby 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 Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00) from Ruby plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (l) against Ruby on the Trustee's twelfth claim for relief (a) avoiding the Ruby 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 Twenty-Six Thousand Six Hundred Eighteen Dollars (\$226,618.00) from Ruby plus appropriate interest thereon; and
- (m) against Ruby on the Trustee's thirteenth claim for relief (a) avoiding the Ruby 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 Twenty-Six Thousand Six Hundred Eighteen Dollars (\$226,618.00) from Ruby plus appropriate interest thereon; and
- (n) against Ruby on Trustee's fourteenth claim for relief for unjust enrichment under New York common law in an amount to be determined at trial, but in no event less than Two Hundred Eighty-Three Thousand Three Hundred Forty Dollars (\$283,340.00) from Ruby plus appropriate interest thereon; and
- (o) against Panorama on the Trustee's fifteenth claim for relief (a) avoiding the Panorama 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 Million Ninety-Three Dollars (\$1,000,093.00) from Panorama plus appropriate interest thereon; and
- (p) against Panorama on the Trustee's sixteenth claim for relief (a) avoiding the Panorama 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 Million Ninety-Three Dollars (\$1,000,093.00) from Panorama plus appropriate interest thereon; and
- (q) against Panorama on the Trustee's seventeenth claim for relief (a) avoiding the Panorama 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 Million Ninety-Three Dollars (\$1,000,093.00) from Panorama plus appropriate interest thereon; and
- (r) against Panorama on the Trustee's eighteenth claim for relief (a) avoiding the Panorama 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 Million Ninety-Three Dollars (\$1,000,093.00) from Panorama plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (s) against Panorama on the Trustee's nineteenth claim for relief (a) avoiding the Panorama 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 Million Ninety-Three Dollars (\$1,000,093.00) from Panorama plus appropriate interest thereon; and
- (t) against Panorama on the Trustee's twentieth claim for relief (a) avoiding the Panorama 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 Million Ninety-Three Dollars (\$1,000,093.00) from Panorama plus appropriate interest thereon; and
- (u) against Panorama on Trustee's twenty-first 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 Million Ninety-Three Dollars (\$1,000,093.00) from Panorama plus appropriate interest thereon; and
- (v) against Panorama on the Trustee's twenty-second claim for relief (a) avoiding the Panorama Preferential Transfers pursuant to 11 U.S.C. §547(b), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering the Panorama Preferential Transfers in the sum of than Seven Hundred Eighty-Six Thousand Three Hundred Thirty-Eight Dollars And Sixty-Four Cents (\$786,338.64) from Panorama plus appropriate interest thereon; and
- (w) against the Defendants on the Trustee's twenty-third 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

(x) For such other, further and different relief as the Court deems proper.

Dated: Jericho, New York
June 4, 2010

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the Chapter 7 Trustee

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