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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-

SHAMIKA LUCIANO and
ROMESKY, 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 Shamika Luciano ("Luciano") and Romesky, LLC ("Romesky" and, together with Luciano, 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, Luciano was and is an individual residing at 674 Hawkins Road East, Coram, New York 11727.

14. At all times relevant, Romesky, LLC was and is a New York limited liability company organized and existing with offices 150 Motor Parkway, Suite 106, Hauppauge, New York 11788.

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, Luciano received transfers from Agape in an amount to be determined at trial, but in no event less than Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00) (the "Luciano Transfers").

20. Upon information and belief, between February 5, 2003 and the Filing Date, Romesky received transfers from Agape in an amount to be determined at trial, but in no event less than One Hundred Forty-One Thousand Two Hundred Sixty-Eight Dollars (\$141,268.00) (the "Romesky Transfers" and, together with the Luciano 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 Luciano
(incorporating all previous allegations)

24. The Luciano 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 Luciano 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 Luciano an amount as yet undetermined but which is equal to any and all sums paid to or received by Luciano which amount is, in no event, less than Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00), plus appropriate interest thereon.

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

26. Upon information and belief, at the time of the Luciano 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 Luciano 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 Luciano 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 Luciano an amount as yet undetermined but which is equal to any and all sums paid to or received by Luciano which amount is, in no event, less than Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00), plus appropriate interest thereon.

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

29. Upon information and belief, at the time of the Luciano 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 Luciano 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 Luciano an amount as

yet undetermined but which is equal to any and all sums paid to or received by Luciano which amount is, in no event, less than Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00), plus appropriate interest thereon.

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

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

33. The Luciano 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 Luciano 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 Lucano an amount as yet undetermined but which is equal to any and all sums paid to or received by Luciano which amount is, in no event, less than Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

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

35. Certain of the Luciano Transfers, in an amount to be determined at trial, but in no event less than Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00) were made within two (2) years of the Filing Date (the "Luciano Two-Year Transfers").

36. The Luciano 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 Luciano Two-Year Transfers constitute avoidable transfers pursuant to §548(a)(1)(A) of the Bankruptcy Code. Based upon the foregoing, The Trustee is entitled to a judgment (i) avoiding the Luciano Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Luciano an amount as yet undetermined but which is equal to any

and all sums paid to or received by Luciano which amount is, in no event, less than Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00), plus appropriate interest thereon.

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

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

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

40. The Luciano Two-Year Transfers constitute avoidable transfers pursuant to §548(a)(1)(B) of the Bankruptcy Code. Based upon the foregoing, The Trustee is entitled to a judgment (i) avoiding the Luciano Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Luciano an amount as yet undetermined but which is equal to any and all sums paid to or received by Luciano which amount is, in no event, less than Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00), plus appropriate interest thereon.

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

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

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

43. By reason of the foregoing, Luciano 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 Luciano which amount is, in no event, less than Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00), plus appropriate interest thereon.

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

44. Certain of the Luciano Transfers, in an amount to be determined at trial, but in no event less than Fifty-Eight Thousand Eight Hundred Sixty-Five Dollars And Ten Cents (\$58,865.10) were made within one (1) year of the Filing Date (the "Luciano Preferential Transfers").

45. Upon information and belief the following Luciano Preferential Transfers were made:

| Date Cleared | Check Number (if applicable) | Amount |
|---------------------|-------------------------------------|---------------|
| 02/04/08 | 13057 | \$2,030.00 |
| 02/04/08 | 13056 | \$300.00 |
| 02/06/08 | 14073 | \$5,000.00 |
| 02/11/08 | Direct Deposit | \$1,066.76 |
| 02/20/08 | 14121 | \$1,000.00 |
| 02/25/08 | Wire | \$15,000.00 |
| 03/05/08 | 14148 | \$4,000.00 |
| 03/11/08 | Direct Deposit | \$1,066.76 |
| 03/25/08 | Direct Deposit | \$1,066.76 |
| 04/07/08 | Direct Deposit | \$1,066.76 |
| 04/21/08 | Direct Deposit | \$1,066.76 |
| 05/04/08 | Direct Deposit | \$1,066.76 |
| 05/22/08 | Direct Deposit | \$1,066.75 |
| 06/02/08 | Direct Deposit | \$1,066.76 |
| 06/17/08 | Direct Deposit | \$1,066.76 |
| 06/30/08 | Direct Deposit | \$1,066.76 |
| 07/14/08 | Direct Deposit | \$1,066.76 |
| 07/29/08 | Direct Deposit | \$1,066.76 |
| 08/12/08 | Direct Deposit | \$1,066.76 |
| 08/25/08 | Direct Deposit | \$1,066.76 |
| 09/08/08 | Direct Deposit | \$1,348.76 |
| 09/22/08 | Direct Deposit | \$1,630.76 |

| | | |
|--------------|----------------|--------------------|
| 10/06/08 | Direct Deposit | \$2,204.87 |
| 10/21/08 | Direct Deposit | \$1,630.76 |
| 11/03/08 | Direct Deposit | \$1,630.76 |
| 11/18/08 | Direct Deposit | \$1,630.76 |
| 12/01/08 | Direct Deposit | \$1,630.76 |
| 12/15/08 | Direct Deposit | \$1,630.76 |
| 12/30/08 | Direct Deposit | \$1,630.75 |
| 01/12/09 | Direct Deposit | \$1,631.53 |
| TOTAL | | \$58,865.10 |

46. The Luciano Preferential Transfers were made within one year of the Filing Date.

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

48. The Luciano Preferential Transfers constituted a transfer of Agape's interest in property.

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

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

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

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

53. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Luciano Preferential Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Luciano an amount equal to the Luciano Preferential Transfers which amount is, in no event, less than Fifty-Eight Thousand Eight Hundred Sixty-Five Dollars And Ten Cents (\$58,865.10), plus appropriate interest thereon.

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

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

55. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Romesky 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 Romesky an amount as yet undetermined but which is equal to any and all sums paid to or received by Romesky which amount is, in no event, less than One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65), plus appropriate interest thereon.

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

56. Upon information and belief, at the time of the Romesky 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.

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

58. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Romesky 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 Romesky an amount as yet undetermined but which is equal to any and all sums paid to or received by Romesky which amount is, in no event, less than One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65), plus appropriate interest thereon.

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

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

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

61. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Romesky 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 Romesky an amount as yet undetermined but which is equal to any and all sums paid to or received by Romesky which amount is, in no event, less than One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65), plus appropriate interest thereon.

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

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

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

64. Based upon the foregoing, the Trustee is entitled to judgment (a) avoiding the Romesky 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 Romesky an amount as yet undetermined but which is equal to any and all sums paid to or received by Romesky which amount is, in no event, less than One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

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

65. Certain of the Romesky Transfers, in an amount to be determined at trial, but in no event less than One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65) were made within two (2) years of the Filing Date (the "Romesky Two-Year Transfers").

66. The Romesky 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.

67. The Romesky Two-Year Transfers constitute avoidable transfers pursuant to §548(a)(1)(A) of the Bankruptcy Code. Based upon the foregoing, The Trustee is entitled to a judgment (i) avoiding the Romesky Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Romesky an amount as yet undetermined but which is equal to any and all sums paid to or received by Romesky which amount is, in no event, less than One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65), plus appropriate interest thereon.

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

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

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

70. The Romesky Two-Year Transfers constitute avoidable transfers pursuant to §548(a)(1)(B) of the Bankruptcy Code. Based upon the foregoing, The Trustee is entitled to a judgment (i) avoiding the Romesky Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Romesky an amount as yet undetermined but which is equal to any and all sums paid to or received by Romesky which amount is, in no event, less than One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65), plus appropriate interest thereon.

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

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

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

73. By reason of the foregoing, Romesky 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 Romesky which amount is, in no event, less than One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65), plus appropriate interest thereon.

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

74. Certain of the Romesky Transfers, in an amount to be determined at trial, but in no event less than One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And

Sixty-Five Cents (\$141,267.65) were made within one (1) year of the Filing Date (the “Romesky Preferential Transfers”).

75. Upon information and belief the following Romesky Preferential Transfers were made:

| Date Cleared | Check Number (if applicable) | Amount |
|---------------------|-------------------------------------|---------------|
| 03/21/08 | 14878 | \$3,920.00 |
| 04/02/08 | 15131 | \$5,800.00 |
| 04/24/08 | 424 | \$775.00 |
| 04/28/08 | 15984 | \$2,132.90 |
| 05/05/08 | 16693 | \$5,000.00 |
| 05/19/08 | 16969 | \$1,900.00 |
| 05/30/08 | 17028 | \$5,000.00 |
| 05/30/08 | 663 | \$1,175.00 |
| 06/24/08 | 17235 | \$7,630.25 |
| 06/27/08 | 1009 | \$1,575.00 |
| 06/27/08 | 17471 | \$5,000.00 |
| 07/07/08 | 18831 | \$800.00 |
| 07/15/08 | 1190 | \$897.39 |
| 07/21/08 | 17551 | \$6,500.00 |
| 07/24/08 | 1387 | \$2,847.00 |
| 07/28/08 | 19010 | \$5,861.47 |
| 07/31/08 | 17580 | \$5,000.00 |
| 08/12/08 | 20249 | \$2,400.00 |
| 08/18/08 | 1620 | \$1,294.28 |
| 08/29/08 | 1824 | \$2,847.00 |
| 08/29/08 | 17676 | \$5,000.00 |
| 09/05/08 | 21783 | \$600.75 |
| 09/04/08 | 17698 | \$9,598.66 |
| 09/11/08 | 17715 | \$600.00 |
| 09/15/08 | 2156 | \$1,347.06 |
| 09/29/08 | 23794 | \$5,520.13 |
| 09/26/08 | 17746 | \$5,000.00 |
| 10/01/08 | 2403 | \$2,847.00 |
| 10/16/08 | 24106 | \$2,750.00 |
| 10/29/08 | 2704 | \$1,401.94 |
| 10/29/08 | 17883 | \$5,000.00 |
| 11/03/08 | 2996 | \$2,847.00 |
| 11/05/08 | 24127 | \$4,558.00 |

| | | |
|--------------|-------|---------------------|
| 11/20/08 | 22953 | \$5,000.00 |
| 12/01/08 | 3342 | \$1,619.02 |
| 12/01/08 | 3629 | \$2,847.00 |
| 12/22/08 | 25134 | \$2,650.00 |
| 12/22/08 | 4027 | \$2,009.78 |
| 12/22/08 | 4028 | \$2,847.00 |
| 12/26/08 | 23110 | \$5,000.00 |
| 01/12/09 | 25803 | \$1,778.85 |
| 01/12/09 | 4345 | \$2,090.17 |
| TOTAL | | \$141,267.65 |

76. The Romesky Preferential Transfers were made within one year of the Filing Date.

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

78. The Romesky Preferential Transfers constituted a transfer of Agape's interest in property.

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

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

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

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

83. The Romesky Preferential Transfers constitute avoidable transfers pursuant to §547(b) of the Bankruptcy Code.

84. Based upon the foregoing, the Trustee is entitled to a judgment (i) avoiding the Romesky Preferential Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Romesky an amount equal to the Romesky Preferential Transfers which amount is, in no event, less than One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65), plus appropriate interest thereon.

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

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

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

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

88. 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 Luciano on the Trustee's first claim for relief (a) avoiding the Luciano 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 Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00) from Luciano plus appropriate interest thereon; and

- (b) against Luciano on the Trustee's second claim for relief (a) avoiding the Luciano 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 Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00) from Luciano plus appropriate interest thereon; and
- (c) against Luciano on the Trustee's third claim for relief (a) avoiding the Luciano 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 Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00) from Luciano plus appropriate interest thereon; and
- (d) against Luciano on the Trustee's fourth claim for relief (a) avoiding the Luciano 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 Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00) from Luciano plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (e) against Luciano on the Trustee's fifth claim for relief (a) avoiding the Luciano 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 Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00) from Luciano plus appropriate interest thereon; and
- (f) against Luciano on the Trustee's sixth claim for relief (a) avoiding the Luciano 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 Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00) from Luciano plus appropriate interest thereon; and
- (g) against Luciano 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 Seventy-Seven Thousand Six Hundred Forty-Six Dollars (\$77,646.00) from Luciano plus appropriate interest thereon; and
- (h) against Luciano on the Trustee's eighth claim for relief (a) avoiding the Luciano Preferential Transfers pursuant to 11 U.S.C. §547(b), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering the Luciano Preferential Transfers in the sum of Fifty-Eight Thousand Eight Hundred Sixty-Five Dollars And Ten Cents (\$58,865.10) from Luciano plus appropriate interest thereon; and
- (i) against Romesky on the Trustee's ninth claim for relief (a) avoiding the Romesky 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 Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65) from Romesky plus appropriate interest thereon; and

- (j) against Romesky on the Trustee's tenth claim for relief (a) avoiding the Romesky 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 Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65) from Romesky plus appropriate interest thereon; and
- (k) against Romesky on the Trustee's eleventh claim for relief (a) avoiding the Romesky 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 Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65) from Romesky plus appropriate interest thereon; and
- (l) against Romesky on the Trustee's twelfth claim for relief (a) avoiding the Romesky 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 Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65) from Romesky plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (m) against Romesky on the Trustee's thirteenth claim for relief (a) avoiding the Romesky 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 Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65) from Romesky plus appropriate interest thereon; and
- (n) against Romesky on the Trustee's fourteenth claim for relief (a) avoiding the Romesky 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 Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65) from Romesky plus appropriate interest thereon; and
- (o) against Romesky 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 One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65) from Romesky plus appropriate interest thereon; and
- (p) against Romesky on the Trustee's sixteenth claim for relief (a) avoiding the Romesky Preferential Transfers pursuant to 11 U.S.C. §547(b), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering the Romesky Preferential Transfers in the sum of One Hundred Forty-One Thousand Two Hundred Sixty-Seven Dollars And Sixty-Five Cents (\$141,267.65) from Romesky 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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