

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

Hearing Date: April 3, 2014  
Time: 9:30 a.m.

Objections Due: March 27, 2014  
Time: 5:00 p.m.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
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.

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

Plaintiff,

Adv. Pro. No.: 11-08295 (REG)

-against-

MACCARONE PLUMBING, INC.,

Defendant.  
-----X

**NOTICE OF HEARING OF PROPOSED ORDER  
UNDER BANKRUPTCY RULE 9019(a) APPROVING A STIPULATION  
SETTLING THE TRUSTEE'S CLAIMS AGAINST MACCARONE PLUMBING, INC.**

**PLEASE TAKE NOTICE**, that upon the application (the "Motion") of Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") for the substantively consolidated estate of Agape World, Inc., *et al.*, by his counsel, SilvermanAcampora LLP, the Trustee will move before the Honorable Robert E. Grossman, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Eastern District of New York, located at Courtroom 860 of the Alfonse M. D'Amato Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722 on **April 3, 2014 at 9:30 a.m.**, or as soon thereafter as counsel can be heard, for entry of an order granting the Trustee's Motion for an Order Approving the Stipulation of Settlement. A copy of the proposed Order is annexed hereto.

**PLEASE TAKE FURTHER NOTICE**, that objections, if any, to the relief requested in the Motion or the proposed Order must be (i) made in writing; (ii) electronically filed with the Bankruptcy Court; (iii) delivered to Chambers of the Honorable Robert E. Grossman, United States Bankruptcy Judge, United States Bankruptcy Court, Eastern District of New York, Alfonse M. D'Amato Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722; (iv) mailed to SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, Attn: David J. Mahoney, Esq.; and (v) mailed to the Office of the United States Trustee, 560 Federal Plaza, Central Islip, New York 11722, no later than **5:00 p.m. on March 27, 2014**.

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

Dated: Jericho, New York  
March 7, 2014

**SILVERMANACAMPORA LLP**  
Counsel to Kenneth P. Silverman, Esq., the  
Chapter 7 Trustee

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

**SILVERMANACAMPORA LLP**

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

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

-----X  
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.

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

Plaintiff,

Adv. Pro. No.: 11-08295 (REG)

-against-

MACCARONE PLUMBING, INC.,

Defendant.

-----X

**TRUSTEE'S APPLICATION UNDER BANKRUPTCY RULE  
9019(a) SEEKING THE ENTRY OF AN ORDER APPROVING A STIPULATION  
SETTLING THE TRUSTEE'S CLAIMS AGAINST MACCARONE PLUMBING, INC.**

Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") of the substantively consolidated estate of Agape World, Inc., *et al.*, by his attorneys SilvermanAcampora LLP, respectfully submits this application (the "Application") under 11 U.S.C. §105 and Federal Rule of Bankruptcy Procedure 9019(a) for entry of an Order (annexed hereto as **Exhibit 1**) approving the proposed settlement of the Trustee's claims under 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 against Maccarone Plumbing, Inc., as memorialized in the Stipulation Settling the Trustee's Claims Against Maccarone Plumbing, Inc. (the "Stipulation"), which has been annexed hereto as **Exhibit 2**. All parties are encouraged to review the annexed Stipulation in its entirety for the specific terms of the proposed settlement.

## Background

1. On February 5, 2009 (the "Petition Date"), an involuntary chapter 7 petition was filed by four petitioning creditors ("the Petitioning Creditors") pursuant to 11 U.S.C. §303(b), against Agape World, Inc. ("AWI"), in the United States Bankruptcy Court for the Eastern District of New York.

2. On February 9, 2008, the Petitioning Creditors filed a motion to appoint an interim chapter 7 trustee under 11 U.S.C. §303(g).

3. On February 12, 2009, the Court granted the Petitioning Creditors' motion and entered an order directing the United States Trustee's Office to immediately appoint an interim chapter 7 trustee in the AWI case.

4. On February 12, 2009, Kenneth P. Silverman, Esq., was appointed the interim trustee in the AWI case, and has since duly qualified and is now the permanent Trustee in the Debtors' substantively consolidated case.

5. On March 4, 2009, the Court issued an Order for relief in the AWI chapter 7 case.

6. On April 14, 2009, the Court issued an Order substantively consolidating AWI, Agape Merchant Advance LLC, Agape Community LLC, Agape Construction Management, LLC, Agape World Bridges LLC, and 114 Parkway Drive South LLC (collectively, "Agape" or the "Debtors").

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

8. Based upon Navigant's analysis, the Trustee determined that Maccarone Plumbing, Inc. ("Defendant") received transfers from Agape in the amount of Four Hundred Seven Thousand One Hundred Eighty-Eight and 91/100 (\$407,188.91) Dollars (the "90 Day Transfers") that were made by the Debtors to the Defendant within 90 days prior to the Filing Date is avoidable pursuant to 11 U.S.C. §§547 and 550. The Trustee also determined that between February 5, 2003 and the Filing Date, Defendant received transfers from Agape, net after deposits into Agape, in the amount of Sixty-Four Thousand Eight Hundred Twenty-Six and 41/100 (\$64,826.41) Dollars (the "Net Transfers") avoidable pursuant to 11 U.S.C. §§105, 502, 544, 548, 550 and 551, New York Debtor and Creditor Law §§273, 274, 275, 276 and 276-a, and New York common law.

9. On January 28, 2011, the Trustee commenced an adversary proceeding against the Defendant (the "Adversary Proceeding") by the filing and service of a summons and complaint under Adv. Pro. No. 11-08295 seeking to, *inter alia*, avoid and recover from

Defendant the Net Transfers and 90 Day Transfers 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 (collectively, the "Trustee's Claims").

10. Pursuant to this Court's Order, the parties attended a mediation session on September 12, 2013 (the "Mediation") at the United States Bankruptcy Court for the Eastern District of New York.

11. While the Mediation did not resolve the Adversary Proceeding, the parties engaged in informal discovery subsequent to the Mediation. Through this discovery Defendant produced to the Trustee additional deposits made by Defendant into Agape (the "Additional Deposits"), which demonstrated Defendant's complete defense to the Net Transfers claims.

12. In order to avoid the costs, expenses and uncertainty of continued litigation and judgment enforcement, the parties have now agreed to resolve the Trustee's Claims upon the terms and conditions contained in the Stipulation.

13. Defendant has offered to remit the total sum of One Hundred Sixty-Seven Thousand Five Hundred and 00/100 (\$167,500.00) Dollars (the "Settlement Sum") to the Trustee in full and final settlement of the Trustee's Claims.

14. As additional consideration for the settlement, Defendant has also agreed to waive claim number 3255, filed on June 8, 2009, in the amount of Sixty-Two Thousand Six Hundred Sixty-Seven and 00/100 (\$62,667.00) Dollars (the "Claims Waiver").

15. For all of the reasons set forth herein, the Trustee submits that accepting Defendant's offer of the Settlement Sum and Claims Waiver in full and final settlement of the Trustee's Claims is a reasonable exercise of the Trustee's business judgment and is in the best interests of the Debtors' estate.

### **Settlement**

16. The Trustee has determined that settling this matter for the Settlement Sum and the Claims Waiver is the most economical and efficient way to realize a meaningful and beneficial recovery for the benefit of creditors without the need to incur legal fees and risks inherent with the prosecution of the Trustee's Claims and any resulting judgment efforts.

17. After consultation with his retained professionals and in the exercise of his business judgment, the Trustee has determined that the Settlement Sum and the Claims Waiver outweigh the potential net recovery to the estate if the Trustee elected to prosecute the Trustee's Claims through trial and enforce a resulting judgment against the Defendant.

18. In light of the foregoing and mindful of the costs and risks of litigating the Trustee's Claims, the Trustee has agreed to accept the Settlement Sum and Claims Waiver.

### Basis for Relief Requested

19. Rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") governs the approval of compromises and settlements, and provides as follows:

On motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee, the debtor, and indenture trustees as provided in Rule 2002 and to any other entity as the court may direct.

FED. R. BANKR. P. 9019(a).

20. In approving the compromise and settlement, the Court is required to make an "informed and independent judgment" as to whether the compromise and settlement is fair and equitable based on an:

[e]ducated estimate of the complexity, expense, and likely duration of such litigation, the possible difficulties of collecting on any judgment which might be obtained, and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise. Basic to this process in every instance, of course, is the need to compare the terms of the compromise with the likely rewards of litigation.<sup>1</sup>

21. In making its determination on the "propriety of the settlement," the Court should consider whether the proposed settlement is in the "best interest of the estate."<sup>2</sup> As stated in *Arrow Air*, the "approval of [a] proposed compromise and settlement is a matter of this Court's sound discretion."<sup>3</sup> In passing upon a proposed settlement, "the bankruptcy court does not substitute its judgment for that of the trustee."<sup>4</sup> The bankruptcy court is not required "to decide the numerous questions of law and fact raised by [objectors] . . . . [R]ather [the Court should] canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness."<sup>5</sup> In passing upon the reasonableness of a proposed compromise, the Court "may give weight to the opinions of the Trustee, the parties and their counsel."

---

<sup>1</sup> *In re Iridium Operating LLC*, 478 F.3d 452, 462 n.15 (2d Cir. 2007) (quoting *Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424-425, reh'g denied, 391 U.S. 909 (1968)). See *In re Arrow Air, Inc.*, 85 B.R. 886, 891 (Bankr. S.D. Fla. 1988); *In re Bell & Beckwith*, 77 B.R. 606, 611 (Bankr. N.D. Ohio), *aff'd*, 87 B.R. 472 (N.D. Ohio 1987); *Cf. Magill v. Springfield Marine Bank (In re Heissinger Resources Ltd.)*, 67 B.R. 378, 383 (C.D. Ill. 1986) ("the law favors compromise").

<sup>2</sup> *Handler v. Roth (In re Handler)*, 386 B.R. 411, 420 (Bankr. E.D.N.Y. 2007) (quoting *In re Adelpia Communications Corp.*, 327 B.R. 143, 158 (Bankr. S.D.N.Y. 2005)); *Depo v. Chase Lincoln First Bank, N.A. (In re Depo)*, 77 B.R. 381, 383 (N.D.N.Y. 1987), *aff'd*, 863 F.2d 45 (2d Cir. 1988).

<sup>3</sup> *Arrow Air*, *supra*, 85 B.R. at 891.

<sup>4</sup> *In re Depo*, 77 B.R. at 384 (citations omitted).

<sup>5</sup> *Bell & Beckwith*, 77 B.R. at 612; see also *In re Handler*, 386 B.R. at 421.

22. The Second Circuit in *In re Iridium Operating LLC*<sup>6</sup> outlined the following seven factors (the “Iridium Criteria”) to be considered by a court in deciding whether to approve a compromise or settlement:

- i. the balance between the litigation's possibility of success and the settlement's present and future benefits;
- ii. the likelihood of complex and protracted litigation, with its attendant expense, inconvenience, and delay, including the difficulty in collecting on the judgment if the settlement is not approved;
- iii. the paramount interest of the creditors, including the proportion of class members who do not object to or who affirmatively support the settlement;
- iv. whether other parties in interest support the settlement;
- v. the competency and experience of the counsel who support the proposed settlement;
- vi. the relative benefits to be received by individuals or groups within the class; and
- vii. the extent to which the settlement is the product of arm's length bargaining.<sup>7</sup>

23. Subsequent to the Mediation, Defendant provided the Trustee with the Additional Deposits, which the Trustee believes establishes a complete defense to the Trustee’s Net Transfers Claims. Additionally, based upon the financial information produced to the Trustee, by offering to remit the Settlement Sum, Defendant has offered a greater portion of the 90 Day Transfers than the Trustee believes he may otherwise collect on a Judgment for the 90 Day Transfers, without causing the Debtors’ estate to incur significant fees or expenses. Finally, by offering to execute the Claims Waiver, Defendant is reducing the total amount of claims against the Debtors’ estate, thus, conferring a benefit to the Debtors’ estate.

24. The Trustee submits that considering the costs and uncertainties associated with trial and judgment enforcement, it is unlikely that further litigation would result in a “net benefit” to the Debtors’ estate in excess of the Settlement Sum and Claims Waiver. In the sound business judgment of the Trustee, the proposed settlement is both appropriate and warranted. The Trustee believes that the settlement is fair and equitable and in the best interest of the estate.

---

<sup>6</sup> 478 F.3d 452, 462 (2d Cir. 2007).

<sup>7</sup> See *In re Iridium Operating LLC*, 478 F.3d at 462; See also *In re Handler*, 386 B.R. at 421.

**Notice**

25. The Trustee has served the Notice of Hearing, proposed Order, and Motion in support with Exhibit upon: (i) the Office of the United States Trustee; (ii) Nicholas Cosmo, former principal of the Debtors, (iii) Defendant, (iv) Defendant's counsel, (v) the appropriate taxing authorities, and (vi) all parties having filed a Notice of Appearance in this case, and copies have been posted on the Trustee's website located at [www.agapeworldbankruptcy.com](http://www.agapeworldbankruptcy.com). The Trustee respectfully submits that the proposed service complies with this Court's Order Establishing Noticing Procedures entered on July 8, 2009 and is otherwise sufficient.

26. No previous application for the relief requested herein has been made to this or any other Court.

**WHEREFORE**, the Trustee respectfully requests that this Court grant this Application authorizing and approving the Stipulation and grant such other further and different relief as this Court deems just and proper.

Dated: Jericho, New York  
March 7, 2014

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

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



# **EXHIBIT 1**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
In re:

AGAPE WORLD, INC.,  
AGAPE MERCHANT ADVANCE LLC,  
AGAPE COMMUNITY LLC, AGAPE  
CONSTRUCTION MANAGEMENT LLC,  
AGAPE WORLD BRIDGES LLC, AND  
114 PARKWAY DRIVE SOUTH LLC,

Debtors.

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

Plaintiff,

-against-

MACCARONE PLUMBING, INC.,

Defendant.  
-----X

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

Adv. Pro. No.: 11-08295 (REG)

**ORDER UNDER BANKRUPTCY RULE 9019(a) APPROVING A STIPULATION  
SETTLING THE TRUSTEE'S CLAIMS AGAINST MACCARONE PLUMBING, INC.**

Upon the Notice of Hearing (the "Notice"), dated March 7, 2014, and related application (collectively, the "Application") of Kenneth P. Silverman, Esq., the chapter 7 trustee (the "Trustee") of the substantively consolidated estate of Agape World, Inc., *et al.*, by his counsel, SilvermanAcampora LLP, seeking the entry of an Order approving a Stipulation (the "Stipulation") Settling the Trustee's Claims Against Maccarone Plumbing, Inc. (the "Defendant"); and upon the Affidavit of Service filed with the Court; and no objections to the Application or the proposed Order having been filed; and the Court having found that the settlement of the Trustee's claims 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 against Defendant to be fair, reasonable and in the best interest of the Debtors' estate; and sufficient cause having been shown therefor; and after due deliberation and consideration having been

had; and it appearing that sufficient notice of the Application and proposed Order has been given; and it appearing that good and sufficient cause exists for granting the Application and proposed Order; and no additional notice being necessary or required.

**NOW, THEREFORE**, upon the Notice and Application of the Trustee and pursuant to Federal Rule of Bankruptcy Procedure 9019(a) and other applicable law, it is hereby

**ORDERED**, that service of the Notice and Application and proposed Order, having been provided to: (i) the Office of the United States Trustee; (ii) Nicholas Cosmo, former principal of the Debtors, (iii) Defendant, (iv) Defendant's Counsel, (v) the appropriate taxing authorities, and (vi) all parties having filed a Notice of Appearance in this case, and copies have been posted on the Trustee's website located at [www.agapeworldbankruptcy.com](http://www.agapeworldbankruptcy.com) complies with this Court's Order Establishing Noticing Procedures entered on July 8, 2009 and is otherwise sufficient; and it is further

**ORDERED**, that the Application is granted, and it is further

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

**ORDERED**, that the Trustee be, and hereby is authorized and directed to take such steps, execute such documents and expend such funds as may be reasonably necessary to effectuate and implement the terms and conditions of this Order.

**SO ORDERED:**

# **EXHIBIT 2**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

In re:

AGAPE WORLD, INC.,  
AGAPE MERCHANT ADVANCE LLC,  
AGAPE COMMUNITY LLC, AGAPE  
CONSTRUCTION MANAGEMENT LLC,  
AGAPE WORLD BRIDGES LLC, AND  
114 PARKWAY DRIVE SOUTH LLC,

Debtors.

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

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

Plaintiff,

-against-

Adv. Pro. No.: 11-08295 (REG)

MACCARONE PLUMBING, INC.,

Defendant.

**STIPULATION SETTLING THE  
TRUSTEE'S CLAIMS AGAINST MACCARONE PLUMBING, INC.**

I. On February 5, 2009 (the "Filing Date"), an involuntary chapter 7 petition was filed by four petitioning creditors (the "Petitioning Creditors") pursuant to 11 U.S.C. §303(b), against Agape World, Inc. ("AWI"), in the United States Bankruptcy Court for the Eastern District of New York.

II. On February 9, 2009, the Petitioning Creditors filed a motion to appoint an interim chapter 7 trustee under 11 U.S.C. §303(g).

III. On February 12, 2009, the Court granted the Petitioning Creditors' motion and entered an order directing the United States Trustee's Office to immediately appoint an interim chapter 7 trustee in the AWI case.

IV. On February 12, 2009, Kenneth P. Silverman, Esq., was appointed the interim trustee in the AWI case, and has since duly qualified and is now the permanent Trustee in the Debtors' substantively consolidated case.

V. On March 4, 2009, the Court issued an Order for relief in the AWI chapter 7 case.

VI. On April 14, 2009, the Court issued an Order substantively consolidating AWI, Agape Merchant Advance LLC, Agape Community LLC, Agape Construction Management, LLC, Agape World Bridges LLC, and 114 Parkway Drive South LLC (collectively, the "Debtors").

VII. The Trustee and his counsel have investigated the financial affairs of the Debtors, including a detailed analysis of the extent and validity of a certain transfer made by the Debtors to Maccarone Plumbing, Inc. (the "Defendant") within 90 days prior to the Filing Date.

VIII. On June 8, 2009, Defendant filed a general unsecured claim in the Debtors' consolidated bankruptcy cases, assigned claim number 3255 ("Claim 3255"), in the amount of \$62,667.00.

IX. On January 28, 2011, the Trustee commenced this adversary proceeding against Defendant by the filing of a complaint (the "Complaint"), wherein the Trustee asserted, *inter alia*, that a certain transfer totaling \$407,188.91 (the "90 Day Transfer") made by the Debtors to Defendant within 90 days prior to the Filing Date is avoidable pursuant to 11 U.S.C. §§547 and 550. All claims for relief asserted in the Complaint are hereinafter referred to as the "Trustee's Claims."

X. The parties engaged in discovery related to the Trustee's Claims. During the course of that discovery, Defendant demonstrated that it was a "net loser" in its dealings with Agape and provided certain financial disclosures demonstrating its inability to satisfy a potential judgment in the amount of the 90 Day Transfer.

XI. In the spirit of compromise and without any admission of liability, Defendant has offered to remit the sum of \$167,500.00 (the "Settlement Sum") to the Trustee, and a waiver of Claim 3255, in full and final settlement of the Trustee's Claims.

XII. Based upon his review of all the documentation related to the 90 Day Transfer and his investigation of all attendant factors, the Trustee has, in his business judgment, agreed to settle the Trustee's Claims upon the following terms and conditions, which the Trustee

believes are fair and reasonable, especially in light of the costs and uncertainty associated with litigation.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and among the parties hereto, that the Trustee's Claim is resolved upon the terms and conditions set forth herein as follows:

**Defendant's Obligation to Pay the Settlement Sum**

1. This Stipulation (the "Stipulation") is subject to the approval of the United States Bankruptcy Court for the Eastern District of New York (the "Approval Order").

2. The Trustee has authorized Defendant to pay the Settlement Sum in thirteen (13) installments which shall be paid as follows: (i) a payment of \$16,750.00 due at the signing of the Stipulation (the "Initial Payment"); and (ii) twelve (12) monthly installments of \$12,562.50 (each an "Installment") to be paid in accordance with the following table:

Payment Number	Due Date	Installment Payment
1	March 15, 2014	\$12,562.50
2	April 15, 2014	\$12,562.50
3	May 15, 2014	\$12,562.50
4	June 15, 2014	\$12,562.50
5	July 15, 2014	\$12,562.50
6	August 15, 2014	\$12,562.50
7	September 15, 2014	\$12,562.50
8	October 15, 2014	\$12,562.50
9	November 15, 2014	\$12,562.50
10	December 15, 2014	\$12,562.50
11	January 15, 2015	\$12,562.50
12	February 15, 2015	\$12,562.50

The Initial Payment and all Installments shall be remitted to "Kenneth P. Silverman, Esq., as Chapter 7 Trustee," by delivering a check to Trustee's counsel at SilvermanAcampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York, 11753, Attention: Christopher Rubino, Esq. Nothing contained herein shall preclude or penalize Defendant from pre-paying any Installment or portion of any Installment.

3. If Defendant fails to make timely payment of the Initial Payment or any Installment of the Settlement Sum in accordance with paragraph 2, above, or if Defendant's payment is dishonored for any reason whatsoever and Defendant does not cure such default within five (5) business days after written notice sent by Federal Express or other reputable overnight courier to Defendant and Defendant's counsel at the addresses set forth herein, then the Trustee shall be entitled to move before the Bankruptcy Court, without further notice and upon the affidavit by the Trustee attesting to the default (a) for the entry of a \$407,188.91 money judgment against Defendant, plus costs, less any sums, including any Installments, previously paid, and (b) for any further relief necessary to enforce his rights under this Stipulation. Written notice of default shall be sent by Federal Express or other reputable overnight courier to (i) Defendant at 10 Seacliff Avenue, Glen Cove, New York, 11542, Attn: Louis Maccarone; and (ii) Defendant's counsel at Lester & Associates, P.C., 600 Old Country Road, Suite 229, Garden City, New York 11530 (Attn. Roy J. Lester, Esq.).

4. Any portion of the Settlement Sum received prior to the entry of the Approval Order for the Trustee shall be held in the Trustee's earnest monies account until the Approval Order becomes final and non-appealable under 28 U.S.C. §158(c)(2) and Bankruptcy Rule 8002, and upon entry of the Approval Order.

5. Once the Approval Order becomes final and non-appealable, the Trustee will transfer the funds held in the earnest monies account into the Debtors' estate account.

6. As additional consideration for settling the Trustee's Claim, Defendant agrees to: (i) waive the right to receive a distribution on any scheduled claim; (ii) waive the right to file a



proof of claim under 11 U.S.C. §502(h); (iii) waive any and all claims against the Debtors' estates, including a waiver of Claim 3255 in its entirety, including any and all subsequent amendments thereto; (iv) waive the right to any further distribution from the Debtors' estate; (v) execute the attached notice of waiver of the Claim 3255 (the "Notice of Waiver"), annexed hereto as **Exhibit A**, which shall be effective on entry of the Approval Order; and (vi) authorize the Trustee's counsel to electronically file the Notice of Waiver with the Bankruptcy Court, and deliver the Notice of Waiver to the Trustee's retained claims and noticing agent.

**Releases**

7. Upon execution of this Stipulation, the Notice of Waiver and the Trustee's receipt and clearance of the entry Settlement Sum, the Trustee and the Debtors' estate release and forever discharge Defendant, its affiliated entities, agents, representatives, present or former officers, attorneys, directors, assigns and successors-in-interest from any and all claims, claims for relief, demands, costs, expenses, damages, liabilities, and obligations of any nature arising out of or relating to the Trustee's Claim.

8. Upon the execution of this Stipulation, Defendant releases, discharges and waives any and all claims against the Debtors' estate, the Trustee and the Trustee's agents, attorneys, assigns and successors-in-interest from any and all claims, including Claim 3255, claims for relief, demands, costs, expenses, damages, liabilities, and obligations of any nature.

**No Admission of Criminal or Civil Liability**

9. It is understood and agreed that this Stipulation is entered into to avoid costly and protracted litigation. Neither the execution of this Stipulation, nor the payment of the Settlement Sum shall be construed as an admission of any criminal or civil liability on Defendant's part. For clarification, this paragraph is not intended and shall not be deemed to affect Defendant's obligation to make timely payment of any and all portions of the Settlement Sum or adversely affect the Trustee's rights and remedies in the event that Defendant fails to

make timely payment of any and all portions of the Settlement Sum, including any Installment or the Initial Payment.

**Miscellaneous**

10. This Stipulation may be executed in one or more counterparts, with each part being deemed a part of the original document, and facsimile or other electronic signatures shall be deemed an original signature.

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

12. The Bankruptcy Court shall retain exclusive jurisdiction over the subject matter of this Stipulation, including but not limited to its enforcement and the implementation and interpretation of its terms and conditions.

13. This Stipulation shall be governed by the laws of the State of New York, except with respect to matters as to which federal law is applicable without regard to any conflicts of law principles.

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

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

Dated: Jericho, New York  
February \_\_, 2014

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

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

Dated: Garden City, New York  
February 28, 2014

**Defendant's Counsel**  
**Lester & Associates, P.C.**

By: s/ Roy J. Lester 2-28-14  
Roy J. Lester, Esq.  
600 Old Country Road, Suite 229  
Garden City, New York 11530  
(516) 357-9191

s/ John J. Maccarone 2-27-14  
John J. Maccarone  
Maccarone Plumbing Inc.  
10 Sea Cliff Ave.  
Glencove, NY 11542

# **EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
In re:

AGAPE WORLD, INC.,  
AGAPE MERCHANT ADVANCE LLC,  
AGAPE COMMUNITY LLC, AGAPE  
CONSTRUCTION MANAGEMENT LLC,  
AGAPE WORLD BRIDGES LLC, AND  
114 PARKWAY DRIVE SOUTH LLC,

Debtors.  
-----X

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

**NOTICE OF WAIVER AND WITHDRAWAL WITH PREJUDICE OF CLAIM  
NUMBER 3255, IN THE AMOUNT OF \$62,667.00, FILED BY MACCARONE PLUMBING, INC.**

Maccarone Plumbing, Inc. hereby waives and withdraws, with prejudice, Claim Number 3255, filed on June 8, 2009, in the amount of \$62,667.00 and any subsequent amendments thereto. The person executing this Notice of Waiver on behalf of the Claimant warrants and represents that she or he is authorized and empowered to execute and deliver this Notice of Waiver on behalf of the Claimant. SilvermanAcampora LLP, counsel to Kenneth P. Silverman, Esq., the Chapter 7 Trustee of the substantively consolidated cases of Agape World, Inc., *et al.*, is authorized to file this Notice with the Bankruptcy Court to effect the withdrawal of Claim Number 3255 with prejudice. A copy of Claim Number 3255 is attached hereto.

Dated: February \_\_, 2014

**Maccarone Plumbing Inc.  
Claimant**

By: s/ John Maccarone

Name: John Maccarone

Title: VP

01003065



UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

PROOF OF CLAIM CHAPTER 7

Name of Debtor Agape World Inc.

Case Number 09-70660 (DTE)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. 501(b)(9) (see Colgate 85). A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. 501.

Name of Creditor (the person or other entity to whom the debtor owes money or property). Maccarone Plumbing Inc

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

Name and address where notices should be sent: MACCARONE PLUMBING INC 10 BEACLIFF AVE GLEN COVE, NY 11542

FILED - 03255 USBC - EASTERN DISTRICT OF NEW YORK AGAPE WORLD INC 09-70660 (DTE)

Court Claim Number (if known)

Filed on

Telephone number 516-971-3232

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

SAME

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

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

Telephone number

1. Amount of Claim as of Date Case Filed \$ 82,887.00

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

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

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

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

Specify the priority of the claim.

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

Unsecured claims allowed under § 502(f) (§507 (a)(1)(A)(3))

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

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

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

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

Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§507(a)(2))

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

Amount entitled to priority: \$

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

2. Basis for Claim: Claim arose from investment

3. Last four digits of any number by which creditor identifies debtor: 0000

3a. Debtor may have scheduled account on (See instruction #9 on reverse side)

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

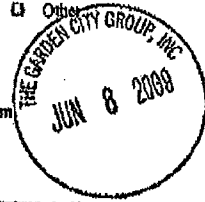
Nature of property or right of setoff: Real Estate, Motor Vehicle, Other

Value of Property \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim

If any: \$ Basis for perfection

Amount of Secured Claim \$ Amount Unsecured \$



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

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

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

If the documents are not available, please explain

Date: 08/01/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Louis J Maccarone Sr President

FOR COURT USE ONLY