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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-

ANTHONY CICCONE,
ANTHONY CICCONE ENTERPRISES LLC and
ANTHONY CICCONE TRUST,

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.* (the "Debtor"), by his attorneys, SilvermanAcampora LLP, complaining of defendants Anthony Ciccone ("Ciccone") Anthony Ciccone Enterprises ("Ciccone Enterprises") and Anthony Ciccone Trust ("Ciccone Trust" and, together with Ciccone and Ciccone Enterprises, 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. Upon information and belief, Ciccone was and is an individual currently residing at 28-42 215th Street, Bayside, New York 11360.

14. At all times relevant, Ciccone Enterprises was and is a New York limited liability company organized and existing with offices 5 Brewster Street, Suite 193, Glen Cove, New York 11542.

15. Upon information and belief, Ciccone Trust is or was located at 28-42 215th Street, Bayside, New York 11360 and/or 53-32 69th Street, Apartment 2, Maspeth, New York 11378.

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

19. 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 Ciccone, Ciccone Enterprises or Ciccone Trust themselves for their own personal enrichment and to the detriment of Agape's legitimate creditors.

20. Upon information and belief, between February 5, 2003 and the Filing Date, Ciccone received transfers from Agape in an amount to be determined at trial, but in no event less than Six Hundred Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00) (the "Ciccone Transfers").

21. Upon information and belief, between February 5, 2003 and the Filing Date, Ciccone Enterprises received transfers from Agape in an amount to be determined at trial, but in no event less than Eleven Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00) (the "Ciccone Enterprises Transfers")

22. Upon information and belief, between February 5, 2003 and the Filing Date, Ciccone Trust received transfers from Agape in an amount to be determined at trial, but in no event less than One Million One Hundred Fifty-Two Thousand Nine Hundred Eighteen (\$1,152,918.00) (the "Ciccone Trust Transfers" and, together with the Ciccone Transfers and Ciccone Enterprises Transfers, collectively, the "Transfers").

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

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

25. 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 Ciccone
(incorporating all previous allegations)

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

27. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ciccone 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 Ciccone an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone which amount is, in no event, less than Six Hundred Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00), plus appropriate interest thereon.

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

28. Upon information and belief, at the time of the Ciccone 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.

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

30. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ciccone 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 Ciccone an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone which amount is, in no event, less than Six Hundred Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00), plus appropriate interest thereon.

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

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

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

33. 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 Ciccone an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone which amount is, in no event, less than Six Hundred Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00), plus appropriate interest thereon.

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

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

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

36. Based upon the foregoing, the Trustee is entitled to judgment (a) avoiding the Ciccone 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 Ciccone an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone which amount is, in no event, less than Six Hundred Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

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

37. Certain of the Ciccone Transfers, in an amount to be determined at trial, but in no event less than Ten Thousand Dollars (\$10,000.00) were made within two (2) years of the Filing Date (the "Ciccone Two-Year Transfers").

38. The Ciccone 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.

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

40. Based upon the foregoing, The Trustee is entitled to a judgment (i) avoiding the Ciccone Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Ciccone an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone which amount is, in no event, less than Ten Thousand Dollars (\$10,000.00), plus appropriate interest thereon.

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

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

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

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

44. Based upon the foregoing, The Trustee is entitled to a judgment (i) avoiding the Ciccone Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Ciccone an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone which amount is, in no event, less than Ten Thousand Dollars (\$10,000.00), plus appropriate interest thereon.

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

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

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

47. By reason of the foregoing, Ciccone 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 Ciccone which amount is, in no event, less than Six Hundred Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00), plus appropriate interest thereon.

Eighth Claim For Relief Against Ciccone Enterprises
(incorporating all previous allegations)

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

49. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ciccone Enterprises Transfers pursuant to New York Debtor and Creditor Law §273, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Ciccone Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone Enterprises which amount is, in no event, less than Eleven

Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00), plus appropriate interest thereon.

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

50. Upon information and belief, at the time of the Ciccone Enterprises Transfers, Agape was engaged or about to engage in a business or transaction for which the property remaining in its possession after the conveyance was unreasonably small capital.

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

52. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ciccone Enterprises Transfers pursuant to New York Debtor and Creditor Law §274, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Ciccone Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone Enterprises which amount is, in no event, less than Eleven Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00), plus appropriate interest thereon.

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

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

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

55. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ciccone Enterprises Transfers pursuant to New York Debtor and Creditor Law §275, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Ciccone Enterprises an amount as yet undetermined but which is equal to any and all

sums paid to or received by Ciccone Enterprises which amount is, in no event, less than Eleven Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00), plus appropriate interest thereon.

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

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

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

58. Based upon the foregoing, the Trustee is entitled to judgment (a) avoiding the Ciccone Enterprises Transfers pursuant to New York State Debtor & Creditor Law §276, and (b) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Ciccone Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone Enterprises which amount is, in no event, less than Eleven Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

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

59. Certain of the Ciccone Enterprises Transfers, in an amount to be determined at trial, but in no event less than Eight Million Nine-Hundred Seventy-Two Thousand Two Hundred Seventy-Eight Dollars (\$8,972,278.00) were made within two (2) years of the Filing Date (the "Ciccone Enterprises Two-Year Transfers").

60. The Ciccone Enterprises Two-Year Transfers were made with actual intent to hinder, delay or defraud Agape's creditors under §548(a)(1)(A) of the Bankruptcy Code.

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

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

Ciccone Enterprises Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Ciccone Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone Enterprises which amount is, in no event, less than Eight Million Nine-Hundred Seventy-Two Thousand Two Hundred Seventy-Eight Dollars (\$8,972,278.00), plus appropriate interest thereon.

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

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

64. Upon information and belief, Agape (i) was insolvent on the date that the Ciccone Enterprises Two-Year Transfers were made or became insolvent as a result of the Ciccone Enterprises Two-Year Transfers, (ii) was engaged in business or a transaction, was about to engage in business or a transaction, for which any property remaining with Agape was unreasonably small capital, or (iii) intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as they matured.

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

66. Based upon the foregoing, The Trustee is entitled to a judgment (i) avoiding the Ciccone Enterprises Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Ciccone Enterprises an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone Enterprises which amount is, in no event, less than Eight Million Nine-Hundred Seventy-Two Thousand Two Hundred Seventy-Eight Dollars (\$8,972,278.00), plus appropriate interest thereon.

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

67. The Ciccone Enterprises Transfers were impermissible transfers of Agape's interest in property. As a result, Ciccone Enterprises was the ultimate beneficiary of the

Ciccone Enterprises Transfers under circumstances in which Ciccone Enterprises would be unjustly enriched if it were to retain the Ciccone Enterprises Transfers since Agape did not receive reasonably equivalent value therefor.

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

69. By reason of the foregoing, Ciccone Enterprises is liable to the Trustee under New York common law for unjust enrichment in an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone Enterprises which amount is, in no event, less than Eleven Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00), plus appropriate interest thereon.

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

70. Certain of the Ciccone Enterprises Transfers, in an amount to be determined at trial, but in no event less than Five Million Four Hundred Seventy-One Thousand Five Hundred Twenty-Nine Dollars And Thirty-Three Cents (\$5,471,529.33) were made within one (1) year of the Filing Date (the "Ciccone Enterprises Preferential Transfers").

71. Upon information and belief the following Ciccone Enterprises Preferential Transfers were made:

Date Cleared	Check Number (if applicable)	Amount
03/03/08	151	\$7,700.00
03/11/08	14143	\$21,000.00
03/11/08	14146	\$10,000.00
03/14/08	209	\$2,925.00
03/24/08	260	\$3,975.00
03/24/08	14442	\$179,975.00
03/24/08	14879	\$21,000.00
03/31/08	278	\$20,743.00
04/01/08	Wire	\$500,000.00
04/11/08	Wire	\$500,000.00
04/15/08	349	\$13,341.00

04/29/08	359	\$3,975.00
04/29/08	427	\$50,465.12
04/30/08	15144	\$179,975.00
04/30/08	16148	\$197,975.00
04/30/08	16463	\$21,000.00
05/12/08	Wire	\$100,000.00
05/14/08	Wire	\$200,000.00
05/16/08	Wire	\$200,000.00
05/20/08	539	\$36,566.64
05/21/08	17025	\$21,000.00
05/28/08	632	\$3,975.00
06/02/08	Wire	\$600,000.00
06/03/08	674	\$79,431.08
06/20/08	17272	\$179,975.00
06/24/08	902	\$3,975.00
07/01/08	995	\$58,210.35
07/01/08	17466	\$21,000.00
07/01/08	1012	\$93,124.19
07/03/08	18690	\$159,975.00
07/08/08	Wire	\$250,000.00
07/10/08	Wire	\$150,000.00
07/16/08	1198	\$74,000.63
07/25/08	19193	\$175,975.00
07/28/08	1209	\$3,975.00
07/28/08	17568	\$21,000.00
08/05/08	1391	\$111,456.73
08/20/08	1622	\$105,529.48
08/25/08	Wire	\$100,000.00
08/28/08	1631	\$3,975.00
09/02/08	Wire	\$100,000.00
09/04/08	1834	\$139,712.95
09/09/08	17691	\$21,000.00
09/17/08	22034	\$159,975.00
09/22/08	2167	\$128,533.03
09/26/08	2342	\$3,975.00
09/30/08	23518	\$159,975.00
10/17/08	17830	\$21,000.00
10/29/08	2844	\$158,765.13
11/03/08	2971	\$3,975.00
11/20/08	17947	\$12,000.00
12/09/08	3371	\$3,975.00

01/07/09	4049	\$3,975.00
01/13/09	25674	\$67,475.00
TOTAL		\$5,471,529.33

72. The Ciccone Enterprises Preferential Transfers were made within one year of the Filing Date.

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

74. The Ciccone Enterprises Preferential Transfers constituted a transfer of Agape's interest in property.

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

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

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

78. To the extent that the Ciccone Enterprises Preferential Transfers were made on account of an antecedent debt owed by Agape to Ciccone Enterprises, the Ciccone Enterprises Preferential Transfers constituted an avoidable transfer pursuant to Bankruptcy Code §547(b)

and, in accordance with Bankruptcy Code §550(a), The Trustee may recover the amount of the Ciccone Enterprises Transfers from Ciccone Enterprises, plus appropriate interest thereon.

79. Based upon the foregoing, The Trustee is entitled to a judgment (i) avoiding the Ciccone Enterprises Preferential Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551, may recover from Ciccone Enterprises an amount equal to the Ciccone Enterprises Preferential Transfers which amount is, in no event, less than Five Million Four Hundred Seventy-One Thousand Five Hundred Twenty-Nine Dollars And Thirty-Three Cents (\$5,471,529.33), plus appropriate interest thereon.

Sixteenth Claim For Relief Against Ciccone Trust
(incorporating all previous allegations)

80. The Ciccone Trust Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §273.

81. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ciccone Trust 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 Ciccone Trust an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone Trust which amount is, in no event, less than One Million One Hundred Fifty-Two Thousand Nine Hundred Eighteen (\$1,152,918.00), plus appropriate interest thereon.

Seventeenth Claim For Relief Against Ciccone Trust
(incorporating all previous allegations)

82. Upon information and belief, at the time of the Ciccone Trust 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.

83. The Ciccone Trust Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §274.

84. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ciccone Trust 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 Ciccone Trust an amount as yet undetermined but which is equal to any and all sums paid to or received by Defendants which amount is, in no event, less than One Million One Hundred Fifty-Two Thousand Nine Hundred Eighteen (\$1,152,918.00), plus appropriate interest thereon.

Eighteenth Claim For Relief Against Ciccone Trust
(incorporating all previous allegations)

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

86. The Ciccone Trust Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §275.

87. By reason of the foregoing, under Bankruptcy Code §544(b), the Trustee is entitled to a judgment (a) avoiding the Ciccone Trust 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 Ciccone Trust an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone Trust which amount is, in no event, less than One Million One Hundred Fifty-Two Thousand Nine Hundred Eighteen (\$1,152,918.00), plus appropriate interest thereon.

Nineteenth Claim For Relief Against Ciccone Trust
(incorporating all previous allegations)

88. The Ciccone Trust Transfers were made with the actual intent to hinder, delay or defraud Agape's creditors.

89. The Ciccone Trust Transfers constituted fraudulent conveyances in violation of New York Debtor and Creditor Law §276.

90. Based upon the foregoing, the Trustee is entitled to judgment (a) avoiding the Ciccone Trust 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 Ciccone Trust an amount as yet

undetermined but which is equal to any and all sums paid to or received by Ciccone Trust which amount is, in no event, less than One Million One Hundred Fifty-Two Thousand Nine Hundred Eighteen (\$1,152,918.00), plus interest thereon, and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a.

Twentieth Claim For Relief Against Ciccone Trust
(incorporating all previous allegations)

91. Certain of the Ciccone Trust Transfers, in an amount to be determined at trial, but in no event less than One Million One Hundred Sixty-Two Thousand Nine Hundred Eighteen Dollars (\$1,162,918.00) were made within two (2) years of the Filing Date (the "Ciccone Trust Two-Year Transfers").

92. The Ciccone Trust 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.

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

94. Based upon the foregoing, The Trustee is entitled to a judgment (i) avoiding the Ciccone Trust Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Ciccone Trust an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone Trust which amount is, in no event, less than One Million One Hundred Sixty-Two Thousand Nine Hundred Eighteen Dollars (\$1,162,918.00), plus appropriate interest thereon.

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

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

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

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

98. Based upon the foregoing, The Trustee is entitled to a judgment (i) avoiding the Ciccone Trust Two-Year Transfers, and (ii) pursuant to 11 U.S.C. §§550(a) and 551 may recover from Ciccone Trust an amount as yet undetermined but which is equal to any and all sums paid to or received by Ciccone Trust which amount is, in no event, less than One Million One Hundred Sixty-Two Thousand Nine Hundred Eighteen Dollars (\$1,162,918.00), plus appropriate interest thereon.

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

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

100. As a result, Ciccone Trust has been unjustly enriched and may not in equity and good conscience retain the Ciccone Trust Transfers.

101. By reason of the foregoing, Ciccone Trust 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 Ciccone Trust which amount is, in no event, less than One Million One Hundred Fifty-Two Thousand Nine Hundred Eighteen (\$1,152,918.00), plus appropriate interest thereon.

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

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

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

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

105. 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 Ciccone on the Trustee's first claim for relief (a) avoiding the Ciccone 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 Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00) from Ciccone plus appropriate interest thereon; and
- (b) against Ciccone on the Trustee's second claim for relief (a) avoiding the Ciccone 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 Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00) from Ciccone plus appropriate interest thereon; and
- (c) against Ciccone on the Trustee's third claim for relief (a) avoiding the Ciccone 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 Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00) from Ciccone plus appropriate interest thereon; and
- (d) against Ciccone on the Trustee's fourth claim for relief (a) avoiding the Ciccone 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 Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00) from Ciccone plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and

- (e) against Ciccone on the Trustee's fifth claim for relief (a) avoiding the Ciccone 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 Ten Thousand Dollars (\$10,000.00) from Ciccone plus appropriate interest thereon; and
- (f) against Ciccone on the Trustee's sixth claim for relief (a) avoiding the Ciccone 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 Ten Thousand Dollars (\$10,000.00) from Ciccone plus appropriate interest thereon; and
- (g) against Ciccone 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 Twenty-Six Thousand Nine Hundred Twenty-Three Dollars (\$626,923.00) from Ciccone plus appropriate interest thereon; and
- (h) against Ciccone Enterprises on the Trustee's eighth claim for relief (a) avoiding the Ciccone Enterprises Transfers pursuant to New York Debtor and Creditor Law §273, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eleven Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00) from Ciccone Enterprises plus appropriate interest thereon; and
- (i) against Ciccone Enterprises on the Trustee's ninth claim for relief (a) avoiding the Ciccone Enterprises Transfers pursuant to New York Debtor and Creditor Law §274, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eleven Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00) from Ciccone Enterprises plus appropriate interest thereon; and
- (j) against Ciccone Enterprises on the Trustee's tenth claim for relief (a) avoiding the Ciccone Enterprises Transfers pursuant to New York Debtor and Creditor Law §275, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eleven Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00) from Ciccone Enterprises plus appropriate interest thereon; and
- (k) against Ciccone Enterprises on the Trustee's eleventh claim for relief (a) avoiding the Ciccone Enterprises Transfers pursuant to New York Debtor and Creditor Law §276, and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eleven Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00) from Ciccone Enterprises plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and
- (l) against Ciccone Enterprises on the Trustee's twelfth claim for relief (a) avoiding the Ciccone Enterprises Two-Year Transfers pursuant to 11 U.S.C. §548(a)(1)(A), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eight Million Nine-

Hundred Seventy-Two Thousand Two Hundred Seventy-Eight Dollars (\$8,972,278.00) from Ciccone Enterprises plus appropriate interest thereon; and

- (m) against Ciccone Enterprises on the Trustee's thirteenth claim for relief (a) avoiding the Ciccone Enterprises Two-Year Transfers pursuant to 11 U.S.C. §548(a)(1)(B), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering an amount to be determined at trial, but in no event less than Eight Million Nine-Hundred Seventy-Two Thousand Two Hundred Seventy-Eight Dollars (\$8,972,278.00) from Ciccone Enterprises plus appropriate interest thereon; and
- (n) against Ciccone Enterprises 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 Eleven Million Seven Hundred Thirty-Four Thousand Three Hundred Twenty-Seven Dollars (\$11,734,327.00) from Ciccone Enterprises plus appropriate interest thereon; and
- (o) against Ciccone Enterprises on the Trustee's fifteenth claim for relief (a) avoiding the Ciccone Enterprises Preferential Transfers pursuant to 11 U.S.C. §547(b), and (b) pursuant to 11 U.S.C. §§550(a) and 551, recovering the Ciccone Preferential Transfers in the sum of Five Million Four Hundred Seventy-One Thousand Five Hundred Twenty-Nine Dollars And Thirty-Three Cents (\$5,471,529.33) from Ciccone Enterprises plus appropriate interest thereon; and
- (p) against Ciccone Trust on the Trustee's sixteenth claim for relief (a) avoiding the Ciccone Trust 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 One Hundred Fifty-Two Thousand Nine Hundred Eighteen Dollars (\$1,152,918.00) from Ciccone Trust plus appropriate interest thereon; and
- (q) against Ciccone Trust on the Trustee's seventeenth claim for relief (a) avoiding the Ciccone Trust 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 One Hundred Fifty-Two Thousand Nine Hundred Eighteen Dollars (\$1,152,918.00) from Ciccone Trust plus appropriate interest thereon; and
- (r) against Ciccone Trust on the Trustee's eighteenth claim for relief (a) avoiding the Ciccone Trust 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 One Hundred Fifty-Two Thousand Nine Hundred Eighteen Dollars (\$1,152,918.00) from Ciccone Trust plus appropriate interest thereon; and
- (s) against Ciccone Trust on the Trustee's nineteenth claim for relief (a) avoiding the Ciccone Trust 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 One Hundred Fifty-Two Thousand Nine Hundred Eighteen Dollars (\$1,152,918.00) from Ciccone Trust plus appropriate interest thereon and may recover attorneys' fees pursuant to New York Debtor and Creditor Law §276-a; and

- (t) against Ciccone Trust on the Trustee's twentieth claim for relief (a) avoiding the Ciccone Trust 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 One Hundred Sixty-Two Thousand Nine Hundred Eighteen Dollars (\$1,162,918.00) from Ciccone Trust plus appropriate interest thereon; and
- (u) against Ciccone Trust on the Trustee's twenty-first claim for relief (a) avoiding the Ciccone Trust 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 One Hundred Sixty-Two Thousand Nine Hundred Eighteen Dollars (\$1,162,918.00) from Ciccone Trust plus appropriate interest thereon; and
- (v) against Ciccone Trust on Trustee's twenty-second 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 One Hundred Fifty-Two Thousand Nine Hundred Eighteen Dollars (\$1,152,918.00) from Ciccone Trust 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 7, 2010

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