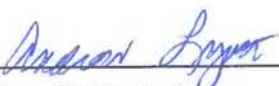


B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS Stephen Darr, as he is the Trustee of the Chapter 11 Estates of Each of the Debtors		DEFENDANTS Craft Financial Solutions, LLC, Craft Trust Financial, LLC, a/k/a Craft Trust Services, LLC, Joseph Craft		
ATTORNEYS (Firm Name, Address, and Telephone No.) Andrew G. Lizotte, Esq. Murphy & King, Professional Corporation One Beacon Street Boston, MA 02108 (617) 423-0400 Fax: (617) 423-0498		ATTORNEYS (If Known)		
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee		PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) To recover payments made to the Defendants within two years of the bankruptcy filings as fraudulent transfers and to recover payments made within one year of the bankruptcy filings as insider preferential transfers. The Trustee also seeks damages for the Defendants' aiding and abetting the commission of tortious conduct.				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top; border: none;">FRBP 7001(1) - Recovery of Money/Property [] 11-Recovery of money/property - §542 turnover of property [x] 12-Recovery of money/property - §547 preference [x] 13-Recovery of money/property - §548 fraudulent transfer [x] 14-Recovery of money/property - other FRBP 7001(2) - Validity, Priority or Extent of Lien [] 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) - Approval of Sale of Property [] 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) - Objection/Revocation of Discharge [] 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) - Revocation of Confirmation [] 51-Revocation of confirmation FRBP 7001(6) - Dischargeability [] 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims [] 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud [] 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)</td><td style="width: 50%; vertical-align: top; border: none;">FRBP 7001(6) - Dischargeability (continued) [] 61-Dischargeability - §523(a)(5), domestic support [] 68-Dischargeability - §523(a)(6), willful and malicious injury [] 63-Dischargeability - §523(a)(8), student loan [] 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) [] 65-Dischargeability - other FRBP 7001(7) - Injunctive Relief [] 71-Injunctive relief - imposition of stay [] 72-Injunctive relief - other FRBP 7001(8) Subordination of Claim or Interest [] 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment [] 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action [] 01-Determination of removed claim or cause Other [] SS-SIPA Case - 15 U.S.C. §§78aaa <i>et seq.</i> [] 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)</td></tr></table>			FRBP 7001(1) - Recovery of Money/Property [] 11-Recovery of money/property - §542 turnover of property [x] 12-Recovery of money/property - §547 preference [x] 13-Recovery of money/property - §548 fraudulent transfer [x] 14-Recovery of money/property - other FRBP 7001(2) - Validity, Priority or Extent of Lien [] 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) - Approval of Sale of Property [] 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) - Objection/Revocation of Discharge [] 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) - Revocation of Confirmation [] 51-Revocation of confirmation FRBP 7001(6) - Dischargeability [] 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims [] 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud [] 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) - Dischargeability (continued) [] 61-Dischargeability - §523(a)(5), domestic support [] 68-Dischargeability - §523(a)(6), willful and malicious injury [] 63-Dischargeability - §523(a)(8), student loan [] 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) [] 65-Dischargeability - other FRBP 7001(7) - Injunctive Relief [] 71-Injunctive relief - imposition of stay [] 72-Injunctive relief - other FRBP 7001(8) Subordination of Claim or Interest [] 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment [] 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action [] 01-Determination of removed claim or cause Other [] SS-SIPA Case - 15 U.S.C. §§78aaa <i>et seq.</i> [] 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23		
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$		
Other Relief Sought				



B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Telexfree, LLC, Telexfree, Inc., and Telexfree Financial, Inc.		BANKRUPTCY CASE NO. 14-40987-MSH
DISTRICT IN WHICH CASE IS PENDING District of Massachusetts	DIVISION OFFICE Eastern	NAME OF JUDGE Hoffman
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
 Andrew G. Lizotte, Esq.		
DATE April 4, 2016	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Andrew G. Lizotte, Esq.	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re:

TELEXFREE, LLC,
TELEXFREE, INC. and
TELEXFREE FINANCIAL, INC.,

Debtors.

Chapter 11 Cases

14-40987-MSH

14-40988-MSH

14-40989-MSH

Jointly Administered

STEPHEN DARR, AS HE IS THE TRUSTEE
OF THE CHAPTER 11 ESTATES OF EACH
OF THE DEBTORS,

Plaintiff,

Adversary Proceeding

No. 16-

v.

CRAFT FINANCIAL SOLUTIONS, LLC,
CRAFT TRUST FINANCIAL, LLC, a/k/a
CRAFT TRUST SERVICES, LLC,
JOSEPH CRAFT,

Defendants.

COMPLAINT

Introduction

Stephen Darr is the duly appointed and acting trustee (the “Trustee”) of the Chapter 11 bankruptcy estates (“Estates”) of TelexFree, Inc. (“Inc.”), TelexFree, LLC (“LLC”) and TelexFree Financial, Inc. (“Financial” and, collectively, the “Debtors”). As Trustee, Mr. Darr brings this adversary proceeding to recover payments made to the Defendants within two years of the bankruptcy filings as fraudulent transfers and to recover payments made within one year of the bankruptcy filings as insider preferential transfers. The Trustee also seeks damages for the Defendants’ aiding and abetting the commission of tortious conduct.

Parties and Jurisdiction

1. The Trustee, who is the duly appointed Chapter 11 trustee of the Debtors, has a principal place of business in Boston, Massachusetts.
2. The Defendant, Craft Financial Solutions, LLC, is a limited liability company with a place of business at 825 E. Main Street, Booneville, IN 47601.
3. The Defendant, Craft Trust Financial, LLC, also known as Craft Trust Services, LLC, is a limited liability company with a place of business, upon information and belief, at 333 West Tennyson Road, Booneville, IN 47601.
4. The Defendant, Joseph Craft, is an individual who, upon information and belief, resides at 333 W. Tennyson Road, Booneville, IN 47601.
5. This adversary proceeding is brought pursuant to §§ 547, 548, 550 and 551 of Title 11 of the United States Code for the avoidance and recovery of fraudulent conveyances and preferential transfers.
6. This Court has jurisdiction over the adversary proceeding pursuant to 28 U.S.C. § 1334.
7. This adversary proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A)(F)(H) and (O).
8. Venue in this district is proper under 28 U.S.C. § 1409.

Statement of Facts

9. This case involves a massive Ponzi and pyramid scheme operated by the Debtors, which involved more than a million participants (“Participants”) from multiple countries. The Debtors ostensibly operated a “multi-level marketing” company with its headquarters in Marlborough, Massachusetts. It represented itself as being in the business of selling telephone service plans that use “voice over internet protocol” (“VoIP”) technology. The sale of VoIP,

however, constituted only a minor portion of their business; the Debtors' actual business was the recruitment of Participants.

10. From April 2012 to April 2014, individuals throughout the world, including many Participants of the Brazilian and Dominican immigrant communities in the United States, purchased membership plans with a transaction value of approximately \$3,000,000,000. The memberships promised substantial returns – 200% per year or more – for becoming “promoters” of the business. The Debtors promised to pay Participants for placing ads on obscure classified ad sites on the internet and recruiting other Participants to do the same. The membership fees from Participants constituted approximately ninety-nine percent (99%) of the monies taken in by the Debtors.

11. In the spring of 2012, Ympactus Comercial Ltda. (“Ympactus”), a Brazilian affiliate of the Debtors, began operating a substantially similar scheme in Brazil. In June 2013, the Brazilian authorities shut down the operations of Ympactus as an illegal pyramid scheme.

12. Upon information and belief, Joseph Craft (“Craft”) is the sole owner and principal of the other Defendants.

13. Craft began working for the Debtors in early 2012 and remained with the Debtors through the filing of the Chapter 11 cases.

14. Craft served as chief financial officer of the Debtors for many months prior to the Petition Date. Notwithstanding that Craft rendered these services individually, he arranged to have TelexFree compensate him through the other Defendants.

15. Craft and the other Defendants, acting through Craft, provided accounting, investment, and tax services to the Debtors and advised the Debtors respecting tax reporting and estimated tax payments.

16. In his position as chief financial officer, Craft was uniquely situated to understand the unsustainability of the Debtors' scheme. Craft understood the amounts received from, and paid to, Participants on an ongoing basis and that VoIP sale revenues were wholly inadequate to sustain the Debtors' obligations.

17. Craft communicated regularly with and advised the Debtors' principals, Carlos Costa, Carlos Wanzeler, and James Merrill (the "Principals") respecting TelexFree operations and strategy. Craft was consulted by the Principals on material decisions respecting the TelexFree scheme.

18. Craft assisted the Principals in establishing payroll processing arrangements to facilitate the flow of membership fees from Participants.

19. Craft and the other Defendants, acting through Craft, were intimately involved in, and fully understood, the nature of the Debtors' Ponzi scheme.

20. Craft and the other Defendants, acting through Craft, provided substantial assistance to the Principals in implementing the TelexFree Ponzi scheme.

21. Craft and the Defendants, acting through Craft, at all relevant times were insiders of the Debtors.

22. When in March of 2014, the Debtors changed their compensation plan so that Participants would be required to sell the VoIP service in order to qualify for bonuses and commissions, the scheme collapsed resulting in the bankruptcy filings.

23. On April 13, 2014 (the "Petition Date"), the Debtors filed voluntary Chapter 11 petitions with the United States Bankruptcy Court for the District of Nevada.

24. By order dated May 6, 2014, the Nevada Bankruptcy Court approved a motion to change venue filed by the Securities and Exchange Commission. The cases were transferred to this Court on May 9, 2014.

25. On May 30, 2014, this Court approved the motion of the Office of the United States Trustee to appoint a Chapter 11 trustee, and the Trustee was appointed on June 6, 2014.

26. On November 25, 2015, the Court, on motion by the Trustee and after notice, entered an Order, as amended on December 21, 2015, that the Debtors were engaged in a Ponzi and pyramid scheme and that this ruling was the law of the case in each of the jointly administered cases.

27. During the two years preceding the Petition Date, the Debtors made the payments to the Defendants (the “Two Year Transfers”) as set forth on Exhibit “A” hereto.

28. During the one year preceding the Petition Date, the Debtors made the payments to the Defendants (the “One Year Transfers”) as set forth on Exhibit “B” hereto.

29. Craft, as the principal of the other Defendants, was the beneficiary of the foregoing transfers. Upon information and belief, Craft was the mediate transferee of the payments made to Craft Financial Solutions and Craft Trust.

COUNT ONE

Fraudulent Transfer -- Constructive – 11 U.S.C. §§ 548, 550 and 551

(Two Year Transfers)

30. The Trustee realleges and repeats the allegations contained in the foregoing paragraphs and by reference incorporates them herein.

31. Each of the Two Year Transfers constitutes a “transfer,” as that term is defined in 11 U.S.C. § 548, of an asset or interest in an asset of the Debtors.

32. The Two Year Transfers were made within two years of the Petition Date.

33. Each of the Two Year Transfers was made while the Debtors were insolvent.

34. Each of the Two Year Transfers was made for less than reasonably equivalent value.

35. The Two Year Transfers constitute fraudulent transfers avoidable by the Trustee pursuant to § 548(a)(1)(B) of the Bankruptcy Code and recoverable from the Defendants pursuant to §§ 550 and 551 of the Bankruptcy Code.

36. As a result of the foregoing, the Trustee is entitled to a judgment against the Defendants: (a) avoiding and preserving the Two Year Transfers, (b) directing that the Two Year Transfers be set aside, and (c) recovering the Two Year Transfers in the amount of \$613,145.90 from the Defendants for the benefit of the Estates.

COUNT TWO

Fraudulent Transfer – Actual Intent – 11 U.S.C. §§ 548, 550 and 551

(Two Year Transfers)

37. The Trustee realleges and repeats the allegations contained in the foregoing paragraphs and by reference incorporates them herein.

38. Each of the Two Year Transfers was made within two years of the Petition Date.

39. Each of the Two Year Transfers was made with the actual intent to hinder, delay or defraud some or all of the Debtors' then existing and/or future creditors.

40. The Two Year Transfers constitute a fraudulent transfer avoidable by the Trustee pursuant to 11 U.S.C. § 548(a)(1)(A) and recoverable from the Defendants pursuant to §§550 and 551 of the Bankruptcy Code.

41. As a result of the foregoing, the Trustee is entitled to a judgment against the Defendants: (a) avoiding and preserving the Two Year Transfers, (b) directing that the Two Year

Transfers be set aside, and (c) recovering the amount of \$613,145.90 from the Defendants for the benefit of the Estates.

COUNT THREE

Preferences – 11 U.S.C. §§ 547, 550 and 551

(One Year Transfers)

42. The Trustee realleges and repeats the allegations contained in the foregoing paragraphs and by reference incorporates them herein.

43. Within one year of the Petition Date, the Debtors paid the One Year Transfers to the Defendants.

44. Each One Year Transfer was made:

(a) to or for the benefit of the Defendants, who claim to be creditors at the time of the Transfers;

(b) for or on account of an antecedent debt owed by the Debtors before such transfer was made;

(c) while the Debtors were insolvent;

(d) within one year of the Petition Date

(e) to an insider; and

(f) enabling the Defendants to receive more than the Defendants would receive if the cases were under Chapter 7, the One Year Transfer was not made, and the Defendants received payment of such debt to the extent provided by the provisions of Title 11 of the United States Code.

45. The foregoing One Year Transfers constitute preferential transfers avoidable by the Trustee pursuant to 11 U.S.C. § 547 and recoverable from the Defendants pursuant to §§550 and 551 of the Bankruptcy Code.

46. As a result of the foregoing, the Trustee is entitled to a judgment against the Defendants: (a) avoiding and preserving the preferential transfers, (b) directing that the preferential transfers be set aside, and (c) recovering the amount of \$610,411.07 from the Defendants for the benefit of the Estates.

COUNT FOUR

Aiding and Abetting Commission of Tortious Conduct

47. The Trustee realleges and repeats the allegations contained in the foregoing paragraphs and by reference incorporates them herein.

48. The Defendants provided substantial assistance or encouragement to the Principals in devising and implementing the Ponzi scheme and did so with unlawful intent and knowledge that such parties were perpetrating an unlawful Ponzi scheme.

49. The Defendants rendered this substantial assistance despite their knowledge that TelexFree's operations constituted an unlawful, unfair, deceptive, and unsustainable Ponzi scheme and financial fraud.

50. Such substantial assistance included rendering tax, investment, and accounting advice, assisting in the establishment of payroll processing services for Participants to pay membership fees, and formation of entities.

51. As a direct result of the perpetration of the TelexFree Ponzi scheme, and the Defendants' substantial assistance in connection therewith, TelexFree incurred liability to Participants for losses incurred in the Ponzi scheme of upwards of \$1,000,000,000 or more.

WHEREFORE, Stephen Darr as he is the Trustee of the Chapter 11 Estates of the Debtors respectfully prays that the Court enter judgment for him against the Defendants as follows:

1. On Count One: (a) avoiding and preserving the Two Year Transfers as constructive fraudulent transfers, (b) directing the Two Year Transfers be set aside and (c) recovering \$613,145.90 from the Defendants for the benefit of the Estates;
2. On Count Two: (a) avoiding and preserving the Two Year Transfers as actual fraudulent transfers; (b) directing the Two Year Transfers be set aside; and (c) recovering \$613,145.90 from the Defendants for the benefit of the Estates;
3. On Count Three: (a) avoiding the payments received by the Defendants as preferential payments, and (b) recovering \$610,411.07 for the benefit of the Estates;
4. On Count Four, finding that the Defendants aided and abetted the commission of tortious conduct by the Principals and awarding damages to the Trustee; and
5. And for such other and further relief as this Court deems just and proper.

STEPHEN DARR AS HE IS THE
TRUSTEE OF THE CHAPTER 11
ESTATES OF EACH OF THE DEBTORS
By his attorneys,

/s/ Andrew G. Lizotte
Charles R. Bennett, Jr. (BBO #037380)
Andrew G. Lizotte (BBO #559609)
Murphy & King, Professional Corporation
One Beacon Street
Boston, MA 02108
(617) 423-0400
ALizotte@murphyking.com

Dated: April 4, 2016
705218

EXHIBIT A

2 Years
4/13/12 - 4/13/14

In re: TelexFree, LLC, et al.
Craft Entities

Type	Date per GL	Payment(Clear) Invoice Date	No.	Name	Bank Account / Invoice Terms	Amount	Entity
Payment	3/18/2013	3/18/2013	206	Craft Financial Solutions, LLC	Bank of America 7408	(45.00)	Inc
Payment	3/18/2013	3/18/2013	207	Craft Financial Solutions, LLC	Bank of America 7408	(350.31)	Inc
Payment	3/18/2013	3/18/2013	208	Craft Financial Solutions, LLC	Bank of America 7408	(175.00)	Inc
Payment	4/3/2014	4/3/2013		Craft Financial Solutions, LLC	PNC Bank	(2,164.52)	Financial
Payment	4/24/2013	4/25/2013	1111	Craft Financial Solutions, LLC	Bank of America 7408	(4,291.12)	Inc
Payment	6/25/2013	6/27/2013	2032	Craft Financial Solutions, LLC	100107 Citizens Bank	(567.53)	LLC
Payment	7/15/2013	7/15/2013		Craft Financial Solutions, LLC	100107 Citizens Bank	(1,925.42)	LLC
Payment	8/2/2013			Craft Financial Solutions, LLC	100107 Citizens Bank	(984.01)	LLC
Payment	8/19/2013	8/19/2013		Craft Financial Solutions, LLC	100105 TD Bank 0334	(803.40)	LLC
Payment	8/19/2013	8/19/2013		Craft Financial Solutions, LLC	100105 TD Bank 0334	(1,545.00)	LLC
Payment	8/19/2013	8/19/2013		Craft Financial Solutions, LLC	100105 TD Bank 0334	(1,545.00)	LLC
Payment	9/17/2013	9/17/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(4,635.00)	LLC
Payment	9/30/2013	9/30/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(3,000.00)	Inc
Payment	10/1/2013	10/1/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(1,500.00)	Inc
Payment	10/8/2013	10/8/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(1,500.00)	Inc
Payment	10/16/2013	10/16/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(1,500.00)	Inc
Payment	10/22/2013	10/22/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(1,500.00)	Inc
Payment	10/22/2013	10/22/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(1,500.00)	Inc
Payment	11/1/2013			Craft Financial Solutions, LLC	100107 Citizens Bank	(204.01)	LLC
Payment	11/19/2013	11/19/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	11/19/2013	11/19/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	11/22/2013	11/22/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,499.00)	LLC
Payment	11/22/2013	11/22/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	11/22/2013	11/22/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	11/26/2013	11/26/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	12/3/2013	12/3/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(81.01)	LLC
Payment	12/3/2013	12/3/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	12/6/2013	12/6/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(8,000.00)	LLC
Payment	12/10/2013	12/10/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC

In re: TelexFree, LLC, et al.
Craft Entities

Type	Date per GL	Payment(Clear)/ Invoice Date	No.	Name	Bank Account / Invoice Terms	Amount	Entity
Payment	12/17/2013	12/17/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	12/27/2013	12/27/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(8,000.00)	LLC
Payment	12/31/2013	12/31/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	1/8/2014	1/8/2014		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	1/14/2014	1/14/2014		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	1/22/2014	1/22/2014		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	2/14/2014	2/18/2014	1125	Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(11,777.55)	LLC
Payment	2/19/2014	2/19/2014		Craft Financial Solutions, LLC	100115 Wells Fargo 6715	(7,500.00)	LLC
Payment	2/21/2014	2/21/2014		Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(5,000.00)	LLC
Payment	2/25/2014	2/25/2014		Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(5,250.00)	LLC
Payment	2/25/2014	2/25/2014		Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(1,500.00)	LLC
Payment	2/26/2014	2/26/2014		Craft Financial Solutions, LLC	100115 Wells Fargo 6715	(4,000.00)	LLC
Payment	3/4/2014	3/4/2014		Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(1,500.00)	LLC
Payment	3/11/2014	3/11/2014		Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(1,500.00)	LLC
Payment	3/14/2014	3/14/2014		Craft Financial Solutions, LLC	100114 Wells Fargo 8506	(2,009.15)	LLC
Payment	3/28/2014	3/28/2014		Craft Financial Solutions, LLC	PNC Bank	(1,500.00)	Financial
Payment	4/1/2014	4/1/2014		Craft Financial Solutions, LLC	PNC Bank	(1,500.00)	Financial
Payment	4/2/2014	4/2/2014		Craft Financial Solutions, LLC	PNC Bank	(12,000.00)	Financial
Payment	4/8/2014	4/9/2014		Craft Financial Solutions, LLC	PNC Bank	(4,399.62)	Financial
Payment	4/11/2014	4/11/2014		Craft Financial Solutions, LLC	PNC Bank	(100,000.00)	Financial
Payment	4/11/2014	4/11/2014		Craft Financial Solutions, LLC	PNC Bank	(15,005.25)	Financial
Payment	12/3/2013	12/3/2013		Craft Trust Financial, LLC	100109 Fidelity Bank 3842	\$ (171,389.00)	LLC
Payment	2/19/2014	2/19/2014		Craft Trust Financial, LLC	100115 Wells Fargo 6715	(200,500.00)	LLC

TOTAL: (613,145.90)

EXHIBIT B

1 Year
04/13/13 - 04/13/14

In re: TelexFree, LLC, et al.
Craft Entities

Type	Date per GL	Payment(Clear)/ Invoice Date	No.	Name	Bank Account / Invoice Terms	Amount	Entity
Payment	4/24/2013	4/25/2013	1111	Craft Financial Solutions, LLC	Bank of America 7408	(4,291.12)	Inc
Payment	6/25/2013	6/27/2013	2032	Craft Financial Solutions, LLC	100107 Citizens Bank	(567.53)	LLC
Payment	7/15/2013	7/15/2013		Craft Financial Solutions, LLC	100107 Citizens Bank	(1,925.42)	LLC
Payment	8/2/2013			Craft Financial Solutions, LLC	100107 Citizens Bank	(984.01)	LLC
Payment	8/19/2013	8/19/2013		Craft Financial Solutions, LLC	100105 TD Bank 0334	(803.40)	LLC
Payment	8/19/2013	8/19/2013		Craft Financial Solutions, LLC	100105 TD Bank 0334	(1,545.00)	LLC
Payment	8/19/2013	8/19/2013		Craft Financial Solutions, LLC	100105 TD Bank 0334	(1,545.00)	LLC
Payment	9/17/2013	9/17/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(4,635.00)	LLC
Payment	9/30/2013	9/30/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(3,000.00)	Inc
Payment	10/1/2013	10/1/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(1,500.00)	Inc
Payment	10/8/2013	10/8/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(1,500.00)	Inc
Payment	10/16/2013	10/16/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(1,500.00)	Inc
Payment	10/22/2013	10/22/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(1,500.00)	Inc
Payment	10/22/2013	10/22/2013		Craft Financial Solutions, LLC	TD Bank INC 6982	(1,500.00)	Inc
Payment	11/1/2013			Craft Financial Solutions, LLC	100107 Citizens Bank	(204.01)	LLC
Payment	11/19/2013	11/19/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	11/19/2013	11/19/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	11/22/2013	11/22/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,499.00)	LLC
Payment	11/22/2013	11/22/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	11/22/2013	11/22/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	11/26/2013	11/26/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	12/3/2013	12/3/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(81.01)	LLC
Payment	12/3/2013	12/3/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	12/6/2013	12/6/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(8,000.00)	LLC
Payment	12/10/2013	12/10/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	12/17/2013	12/17/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	12/27/2013	12/27/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(8,000.00)	LLC

In re: TelexFree, LLC, et al.
Craft Entities

Type	Date per GL	Payment(Clear)/ Invoice Date	No.	Name	Bank Account / Invoice Terms	Amount	Entity
Payment	12/31/2013	12/31/2013		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	1/8/2014	1/8/2014		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	1/14/2014	1/14/2014		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	1/22/2014	1/22/2014		Craft Financial Solutions, LLC	100109 Fidelity Bank 3842	(1,500.00)	LLC
Payment	2/14/2014	2/18/2014	1125	Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(11,777.55)	LLC
Payment	2/19/2014	2/19/2014		Craft Financial Solutions, LLC	100115 Wells Fargo 6715	(7,500.00)	LLC
Payment	2/21/2014	2/21/2014		Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(5,000.00)	LLC
Payment	2/25/2014	2/25/2014		Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(5,250.00)	LLC
Payment	2/26/2014	2/26/2014		Craft Financial Solutions, LLC	100115 Wells Fargo 6715	(4,000.00)	LLC
Payment	2/26/2014	2/26/2014		Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(1,500.00)	LLC
Payment	3/4/2014	3/4/2014		Craft Financial Solutions, LLC	100108 Wells Fargo 0272	(1,500.00)	LLC
Payment	3/11/2014	3/11/2014		Craft Financial Solutions, LLC	100114 Wells Fargo 8506	(2,009.15)	LLC
Payment	3/28/2014	3/28/2014		Craft Financial Solutions, LLC	PNC Bank	(1,500.00)	Financial
Payment	4/1/2014	4/1/2014		Craft Financial Solutions, LLC	PNC Bank	(1,500.00)	Financial
Payment	4/2/2014	4/2/2014		Craft Financial Solutions, LLC	PNC Bank	(12,000.00)	Financial
Payment	4/8/2014	4/9/2014		Craft Financial Solutions, LLC	PNC Bank	(4,399.62)	Financial
Payment	4/11/2014	4/11/2014		Craft Financial Solutions, LLC	PNC Bank	(100,000.00)	Financial
Payment	4/11/2014	4/11/2014		Craft Financial Solutions, LLC	PNC Bank	(15,005.25)	Financial
Payment	12/3/2013	12/3/2013		Craft Trust Financial, LLC	100109 Fidelity Bank 3842	\$ (171,389.00)	LLC
Payment	2/19/2014	2/19/2014		Craft Trust Financial, LLC	100115 Wells Fargo 6715	(200,500.00)	LLC

TOTAL: (610,411.07)

Source: Debtors' Books and Records