

United States Bankruptcy Court
District of Massachusetts

In re: TELEXFREE LLC Case No. 14-40987

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111 (a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

ASM CAPITAL X LLC
Name of Transferee

Cristian Armando Rodriguez Quinayas
Name of Transferor

Name and Address where notices to transferee
should be sent:

ASM CAPITAL
7600 JERICHO TURNPIKE SUITE 302
WOODBURY, NY 11797

Court Claim # (if known): 95703-000
Amount of Claim Filed: \$5,503.10
Allowed Claim Amount: \$4,155.80

Phone: (516) 422-7100
Last Four Digits of Acct. #: N/A

Phone:
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments
should be sent:

ASM CAPITAL
7600 JERICHO TURNPIKE SUITE 302
WOODBURY, NY 11797

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Adam S. Moskowitz
Transferee/Transferee's Agent

Date: May 21, 2020

Penalty for making a false statement: Fine up to \$500,000 or imprisonment for up to 5 years, or both.

18 U.S.C. §§ 152 & 3571.



1440987200528000000000012

ASM CAPITAL - CLAIM PURCHASE AGREEMENT

Purchase of Claim. Cristian Armando Rodriguez Quinayas (hereinafter "Seller") with a principal address of: Monterrey, Coahuila de Zaragoza, Mexico for good and valuable consideration in the sum of \$ 4155.8 ("Purchase Price"), does hereby absolutely and unconditionally sell, convey, and transfer to ASM Capital, which may include ASM Capital LLC, ASM SPV L.P., and any of its successors, assigns or designees (hereinafter "Purchaser") all of Seller's right, title, benefit and interest in and to any and all of Seller's pre-petition claim or claims, as more specifically set forth as any right to payment (the "Claim"), against TelexFree, LLC ("the Debtor"), in bankruptcy proceedings in the United States Bankruptcy Court for the District of Massachusetts (the "Court"), Case No. 14-40987 (the "Case"); and such transaction includes the purchase of any Proof of Claim (defined below), along with any voting rights and any other rights and benefits which may now exist, or come into existence in regards to the Claim, including all cash, securities, instruments and other property, to be paid or issued by Debtor or any other party, directly or indirectly, in connection with or satisfaction of the Claim. This Claim Purchase Agreement (the "Agreement") shall be deemed an unconditional purchase of the Claim for the purpose of collection and shall not be deemed to create a security interest. Seller represents the Claim is in an amount not less than \$ 4155.8 (the "Claim Amount").

Seller represents and warrants that the Claim (Claim # 95703-000) was allowed by the Court in the amount of \$ 4155.8 by the Court pursuant to the 3rd Notice of Allowance of Claims that was docketed in the Case.

Representations; Warranties and Covenants. Seller represents, warrants and covenants that, (a) Seller owns and has sole title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, including without limitation pursuant to any factoring agreement, and upon the sale of the Claim to Purchaser, Purchaser will receive good title to the Claim; (b) Seller has not previously sold, assigned, transferred, or pledged the Claim, in whole or in part, to any third party; (c) the basis for the Claim is amounts validly due from and owing by the Debtor; (d) the Claim is a valid, undisputed, liquidated, enforceable, and non-contingent claim against the Debtor for which the Debtor has no defenses and no objection to the Claim has been filed or threatened; (e) Seller has not engaged in any acts, conduct or omissions that might result in Purchaser receiving, in respect of the Claim, proportionately less payments or distributions or any less favorable treatment than other similarly situated creditors; and (f) Debtor, or any other third party, has no basis to assert the Claim is subject to any defense, claim or right of setoff, reduction, impairment, disallowance, subordination or avoidance, including preference actions, whether on contractual, legal or equitable grounds;.. Seller acknowledges and unconditionally agrees any misrepresentation or breach by Seller may cause Purchaser irreparable harm and accordingly, Purchaser shall be entitled to all available remedies as may be available to Purchaser for any such misrepresentation, breach or threatened breach, including but not limited to the immediate recovery of money damages ("Restitution") including without limitation a "Restitution Payment", as further defined below.

Execution of Agreement. This Agreement shall become effective and valid when (a) Seller executes this Agreement and it is received by Purchaser, (b) the Agreement is executed by a proper representative of Purchaser, and (c) Seller properly completed and submitted his/her Ballot in the Case.

Consent and Waiver. Seller hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objections thereto pursuant to Rule 3001 of the Rules of Bankruptcy Procedure.

Notices (including Voting Ballots) Received by Seller; Further Cooperation. Seller agrees to immediately forward to Purchaser any and all notices received from Debtor, the Court or any other court or governmental entity or any third party regarding the Claim assigned herein and to take such other action, with respect to the Claim, as Purchaser may request from time to time. More specifically, Seller shall take such further action as may be necessary or desirable to effect the transfer of the Claim and to direct any payments or distributions, or any form of Recovery on account of the Claim to Purchaser, including the execution of appropriate voting ballots, transfer powers and consents at Purchaser's sole discretion. Seller further agrees that any distribution received by Seller on account of the Claim shall constitute property of the Purchaser to which the Purchaser has an absolute right, and that (if received by Seller) Seller will hold such property in trust for the benefit of Purchaser and will, at its own expense, promptly deliver to Purchaser any such distribution, together with any endorsements or documents necessary to transfer such property to Purchaser.

Governing Law, Personal Jurisdiction and Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, notwithstanding any contrary choice of law that would otherwise apply under the choice of law principles of that or any other jurisdiction. Any action arising under or relating to this Agreement must be brought in a State or Federal court located in New York County or Nassau County, in the State of New York. Seller consents to and confers personal jurisdiction over Seller by any such court and agrees that Purchaser may validly effect service of process upon Seller by mailing a copy of said process to Seller's address set forth hereof in this Agreement. In any action hereunder Seller waives the right to demand a trial by jury.

Cristian Armando Rodriguez Quinayas ("Seller")

Signature: 

Print Name/Title: Cristian Armando Rodriguez

Date: 21 May 2020

Telephone: 3179607126

Fax: _____

E-Mail: cristian0607118@gmail.com

ASM Capital ("Purchaser")

7600 Jericho Turnpike - Suite 302, Woodbury, New York 11797

Adam Moskowitz - Managing General Partner

Signature: 

Telephone: (516) 422-7100

0-2:

5/21/2020

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re: TelexFree, LLC)
) Chapter 11
)
) Case No. 14-40987
 Debtors.)

NOTICE OF CHANGE OF ADDRESS

PLEASE TAKE NOTICE that Cristian Armando Rodriguez Quinayas, a creditor in the case of the above-captioned debtors ("Debtors"), directs the Debtors and counsel for the Debtors (including the claims and distribution agent appointed in these cases) to change its address for the purpose of administering its claim (as listed on the Debtors' schedules and claims register), and hereby requests that service of any pleadings, notices, correspondence and all distributions relating solely to claim number 95703-000 in the total amounts of \$ 5503.1 , be sent to the new address set forth below, effective as of the date hereof.

Former Address(es):

Cristian Armando Rodriguez Quinayas

Calle 18 # 06-50 Monterrey, Chihuahua (CO)

New Address:

Cristian Armando Rodriguez Quinayas

c/o ASM Capital X, L.P.

7600 Jericho Turnpike - Suite 302

Woodbury, NY 11797

I declare under penalty of perjury that the foregoing is true and correct.

Cristian Armando Rodriguez Quinayas

Signature:

Print Name:

Title:

Date:



Cristian Armando Rodriguez

21 Mayo 2020