Docket #0066 Date Filed: 11/4/2019

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, v. UNITED STATES OF AMERICA, DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE, Defendant.	Adversary Proceeding No. 18-4091

TRUSTEE'S STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF HIS OPPOSITION BY CHAPTER 11 TRUSTEE TO UNITED STATES OF AMERICA'S SECOND MOTION FOR PARTIAL SUMMARY JUDGMENT

Stephen Darr ("Trustee"), as he is the Trustee of the Chapter 11 Estates of each of the Debtors (collectively, "TelexFree"), pursuant to F.R.C.P. Rule 56(c)(1) and Bankruptcy Rule 7056, submits the following Statement of Undisputed Material Facts in support of his Opposition by Chapter 11 Trustee to United States of America's Second Motion for Partial Summary Judgment.

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BACKGROUND

1. Ostensibly, TelexFree operated as a multi-level marketing ("MLM") company engaged in the business of selling a voice over internet protocol service, or "VoIP" for a monthly charge of $49.90 to conduct international phone calls. *Affidavit of Stephen Darr as he is the Chapter 11 Trustee of the Debtors in Support of the Opposition to the United States of America's Second Motion for Partial Summary Judgment,* at ¶ 1 (hereinafter "Darr at ¶ _____").

2. However, revenues from the sale of VoIP plans constituted less than one percent of total revenues and in fact TelexFree operated a Ponzi and pyramid scheme using an MLM structure to sell membership plans. *See* Memorandum and Order, dated November 25, 2015, Docket No. 654, finding that the Debtors "operated a Ponzi and pyramid scheme"; Darr at ¶ 2.

3. Ponzi schemes and pyramid schemes require a constant flow of new capital to continue operating. TelexFree devised a system to incentivize Participants to join TelexFree, to purchase membership plans, and to recruit others to join TelexFree and purchase membership plans. Because of the incentives, TelexFree grew exponentially, generating more than $3,000,000,000 in revenues in less than three years. Darr at ¶ 3.

4. At the time this adversary proceeding was commenced, TelexFree's net worth was less than $7,000,000 and it employed less than 500 people. Darr at ¶ 4.

5. The Participants were referred to as promoters in their contract with TelexFree. Darr at ¶ 5.

6. The TelexFree contract specified how Participants could earn credits. Darr at ¶ 6.

7. Once a membership plan was purchased, Participants could earn credits for promoting TelexFree's business by posting internet advertisements and for recruiting other Participants (the "Promotional Expenses"). Darr at ¶ 7.

8. Each time that a Participant purchased a membership plan or VoIP package, an account ("User Account") was established with SIG, the Debtors' computerized recordkeeping system. During the operation of the TelexFree business, more than 1,000,000 Participants opened more than 11,000,000 User Accounts. Darr at ¶ 8.

9. After a User Account was established, SIG tracked the activity of the Participant in that User Account, including the accumulation of credits for promotional activities on behalf of TelexFree, the use of credits, and payments made to or from a Participant directly with the Debtors. Darr at ¶ 9.

10. Credits earned for promotional activities could be immediately redeemed for cash, or applied in satisfaction of an invoice for the purchase of a membership plan. Darr at ¶ 10.

11. A Participant could monetize his/her accumulated credits by recruiting a new Participant to join TelexFree and using his/her accumulated credits to satisfy the invoice for the new Participant's membership plan in exchange for payment of the membership fee from the new Participant ("Triangular Transaction"). In a Triangular Transaction, TelexFree issued the membership invoice that was due to TelexFree to the recruited Participant, the recruited Participant paid the TelexFree membership invoice to the recruiting Participant, and TelexFree redeemed the credits of the recruiting Participant in satisfaction of the invoice. Darr at ¶ 11.

12. Based upon the SIG records, the following chart accurately reflects the amount of credits issued to Participants and redeemed by Participants for 2012, 2013, and 2014:

	Credits Issued and Redeemed			
Year	**Issued**	**Redeemed for Membership Plan**	**Redeemed for Cash**	**Total Redeemed**
2012	$ 4,261,846	$ 3,407,954	$ 853,892	$ 4,261,846
2013	$ 972,955,648	$ 843,475,755	$ 68,144,795	$ 911,620,550
2014	$2,442,705,606	$1,866,795,376	$ 83,212,109	$1,950,007,485

Darr at ¶ 12.

13. TelexFree operated its business on a full-time basis. Darr at ¶ 13.

14. TelexFree retained full-time employees, rented office space in Marlborough, Massachusetts, contracted with vendors in the ordinary course of business, and entered into contracts with Participants. Darr at ¶ 14.

15. TelexFree reported income in each year of its operation and reported a profit in 2012. Darr at ¶ 15.

TelexFree Tax Filing Status

16. The Trustee and KPMG reported all TelexFree activity on the amended returns filed on behalf of TelexFree, LLC, as it was the primary operating entity and because it was impossible to separate the activity attributable to any individual entity. Tax returns reporting no activity were filed for TelexFree, Inc. and TelexFree Financial, Inc. *Affidavit of Thomas Greenaway in Support of the Opposition to the United States of America's Second Motion for Partial Summary Judgment*, at ¶5 (hereinafter "Greenaway at ¶ ____").

17. TelexFree, LLC is a C corporation for U.S. federal income tax purposes. Greenaway at ¶ 6.

18. TelexFree, LLC files federal income tax returns on a calendar-year basis. Greenaway, at ¶7.

19. TelexFree, LLC has never engaged in the trade or business of farming. Greenaway, at ¶8.

20. TelexFree, LLC has never performed services in the fields of health, law, engineering, architecture, accounting, actuarial science, performing arts, or consulting. Greenaway, at ¶9.

21. TelexFree, LLC used the accrual method of accounting for computing taxable income. Accordingly, TelexFree, LLC is required to include an item of income in gross income when all events fixing TelexFree, LLC's right to receive the income have occurred and the amount of the income can be calculated with reasonable accuracy. Greenaway, at ¶10.

22. Under the accrual method of accounting, TelexFree is entitled to claim deductions for a liability incurred in the taxable year in which: (i) all events have occurred to establish the fact of the liability; (ii) the amount of the liability can be determined with reasonable accuracy; and (iii) economic performance has occurred with respect to the liability. Greenaway, at ¶11.

23. In contrast to the accrual method, the cash method of accounting requires taxpayers to record revenue when cash is received and to record expenses when the expenses are paid. Greenaway, at ¶12.

24. The government did not provide any notice to TelexFree to properly change TelexFree's method of accounting from accrual to cash. Greenaway, at ¶13.

25. TelexFree maintained adequate and accurate books and records reflecting income and expenses arising from both direct transactions and triangular transactions involving the sale of membership plans. Such income and expenses were reported on TelexFree's returns. Greenaway, at ¶14.

26. Economic performance as to the Promotional Expenses occurred when the Participants performed the promotional activities. Greenaway, at ¶15.

2012 Returns

27. On September 9, 2013, TelexFree, LLC filed an original federal income tax return, Form 1120, for the 2012 tax year, reporting tax of $686,121. Greenaway, at ¶16.

28. TelexFree, LLC made payments to the Service of $706,713.79 and $179,986.86 on October 16, 2013 and December 12, 2013, respectively, for the 2012 tax year, of which $686,121 is tax and $200,579 is penalties and interest. Greenaway, at ¶17.

29. On September 9, 2016, the Chapter 11 Trustee filed on behalf of TelexFree, LLC an amended federal income tax return, Form 1120X, for the 2012 tax year, reporting no tax liability and requesting a refund of amounts paid of $886,700 with respect to its 2012 tax year ("2012 Return"). Greenaway, at ¶18.

30. On October 31, 2017, the Service disallowed TelexFree, LLC's 2012 refund claim based on its determination that the Promotional Expenses were not deductible under Section 162(a) of the Internal Revenue Code. Greenaway, at ¶19.

31. On March 9, 2018, the Chapter 11 Trustee filed on behalf of TelexFree LLC a second amended federal income tax return, Form 1120X, for the 2012 tax year ("2012 Amended Return"). The 2012 Amended Return reported that TelexFree, LLC had no tax liability for the 2012 tax year. The 2012 Amended Return reported gross receipts of $18,220,915, including $11,869,444 in income from a Brazilian affiliate Ympactus Commercial Ltda ("Ympactus"), and a deduction for Promotional Expenses of $4,261,846, and a net loss carryback from 2014 in the amount of $13,435,861. Greenaway, at ¶20.

32. A true and accurate copy of the 2012 Amended Return is annexed to the Greenaway Affidavit. Greenaway at ¶21.

2013 Returns

33. On September 9, 2016, the Chapter 11 Trustee filed on behalf of TelexFree, LLC an original federal income tax return, Form 1120, for the 2013 tax year, which reported no tax

liability and requested a refund of the estimated prepetition payment made by TelexFree with respect to its 2013 tax year in the amount of $15,792,982 ("2013 Return").[1] Greenaway at ¶22.

34. On December 26, 2016, after processing the 2013 Return, the Service issued a refund of $15,532,440 to the Chapter 11 Trustee related to TelexFree, LLC's 2013 tax year (the "2013 Refund") based on the 2013 Return. The 2013 Refund was made up of three components: estimated taxes paid of $15,792,982, plus accrued interest of $55,318, less a $315,860 bad check penalty. The Chapter 11 Trustee filed a penalty abatement request for the bad check penalty, which has not yet been allowed by the Service. Greenaway at ¶23.

35. On March 9, 2018, the Chapter 11 Trustee filed on behalf of TelexFree LLC an amended federal income tax return, Form 1120X, for the 2013 tax year ("2013 Amended Return"). The 2013 Amended Return reported that TelexFree, LLC had no tax liability for the 2013 tax year. The 2013 Amended Return reported gross receipts of $1,173,886,556, including $174,183,645 in income from Ympactus, and reported deductions for Promotional Expenses of $972,955,648 and for a bad debt deduction relating to Ympactus of $186,344,898. Greenaway at ¶24.

36. A true and accurate copy of the 2013 Amended Return is annexed to the Greenaway Affidavit. Greenaway at ¶25.

37. On April 25, 2017, the Service issued Notices of Proposed Adjustment ("NOPA") related to TelexFree, LLC's 2013 Return, proposing to disallow deductions for (i) TelexFree's advertising and commission credits of $2,161,645,140 and $622,588,034, respectively, and (ii)

[1] The 2013 Return erroneously reported estimated tax payments of $15,858,111. The actual estimated tax payments made for 2013 totaled $15,792,982.

the bad debt of $186,344,898 related to amounts due from Ympactus, and proposing a late-filing penalty of $75,126,857. Greenaway at ¶26.

38. On June 28, 2017, Thomas Greenaway of KPMG on behalf of the Trustee responded to the NOPA and provided the Service with substantiation for the deductions taken on behalf of TelexFree for the 2013 Return. ("KPMG 2013 Response"). Greenaway at ¶27.

39. A true and accurate copy of the KPMG 2013 Response is annexed to the Greenaway Affidavit. Greenaway at ¶28.

40. On October 31, 2017, the Service issued a statutory notice of deficiency for tax year 2013 related to the NOPAs issued on April 25, 2017. In the notice of deficiency, the Service took the position that TelexFree's 2013 taxable income was $858,592,137 and proposed an increase in tax in the amount of $300,507,248, and a late-filing penalty of $75,126,857. Greenaway at ¶29.

2014 Returns

41. On July 6, 2017, the Chapter 11 Trustee filed on behalf of TelexFree LLC an original federal income tax return, Form 1120, for the 2014 tax year, which reported no tax liability ("2014 Return"). Greenaway at ¶30.

42. On November 7, 2017, the Service issued NOPAs related to TelexFree, LLC's 2014 tax year, proposing to disallow TelexFree's deduction for Promotional Expenses totaling $2,442,705,606 and the net operating loss deduction, and proposing a late-filing penalty of $13,481,991. Greenaway at ¶31.

43. On November 8, 2017, Thomas Greenaway of KMPG on behalf of the Trustee responded to the NOPA disputing the disallowance for the 2014 Return. Greenaway at ¶32.

44. KPMG returned the 2014 NOPAs to the Service, noting that the Trustee disagreed with the findings. TelexFree's opposition was based upon substantially the same grounds as set forth in the KPMG 2013 Response. Greenaway at ¶33.

45. On March 9, 2018, the Chapter 11 Trustee filed on behalf of TelexFree, LLC an amended federal income tax return, Form 1120X, for the 2014 tax year ("2014 Amended Return"). The 2014 Amended Return reported that TelexFree, LLC had no tax liability for the 2014 tax year. The 2014 Amended Return reported gross receipts of $2,067,416,945, and reported deductions for Promotional Expenses of $2,442,705,606 and a casualty loss of $148,000,000. Greenaway at ¶34.

46. A true and accurate copy of the 2014 Amended Return is annexed to the Greenaway Affidavit. Greenaway at ¶35.

47. On November 13, 2018, the Service issued an additional NOPA with respect to TelexFree, LLC's 2014 tax year, disallowing the casualty loss deduction of $148,000,000 claimed on the 2014 Amended Return. Greenaway at ¶36.

48. KPMG submitted a detailed response to the additional NOPA on or about December 3, 2018. Greenaway at ¶37.

49. The Service's disallowance of the Promotional Expense deductions without any offsetting adjustment to the reported TelexFree income is fundamentally inconsistent with a fair presentation of TelexFree's taxable income or loss. Darr at ¶ 39; Greenaway at ¶ 38.

50. The Trustee has responded to all of the Service's requests for information both before and after the commencement of this litigation setting forth in detail the basis for each claimed deduction. The Trustee has answered the Service's request for production of documents, interrogatories and produced the Trustee for a deposition. The Trustee has also provided the

Service with the Expert Report of Thomas Greenaway and produced Mr. Greenaway for a deposition by the Department of Justice. Darr at ¶ 50; Greenaway at ¶39.

Service's Actions Arbitrary

51. The Service's agents who made the determination to disallow the Promotional Expenses did so without any fundamental knowledge of TelexFree's business and how the Promotional Expenses were an integral part of the business. See Transcript of Deposition of Christine DeRosa, pg. 21 (hereinafter "DeRosa Transcript", annexed to *Affidavit of Charles R. Bennett, Jr.* as Exhibit 3).

52. The Service's agents had no prior experience on matters involving Ponzi and pyramid schemes. DeRosa Transcript, at pg. 27.

53. The Service's agents had no knowledge of TelexFree's business. The Service's agents' investigation of the business was limited to Google searches. DeRosa Transcript, at pg. 22.

54. The Service has no experts, no witnesses, and no evidence of an alternative compensation arrangement that would have achieved similar revenues for TelexFree.

55. The only information the Service had regarding the relationship of the Promotional Expenses to TelexFree's business was provided by Thomas Greenaway of KPMG, the Trustee's expert. DeRosa Transcript, at pg. 30.

56. The Service understood that the Promotional Expenses promoted the Ponzi and pyramid scheme. DeRosa Transcript, at pg. 40.

57. The Service, further, understood the Promotional Expenses were to incentivize people to go out and bring more people into TelexFree, which was an essential part of any Ponzi and pyramid scheme. DeRosa Transcript, at pg. 41.

58. Notwithstanding having no personal knowledge of the business and how the Promotional Expenses fit into the TelexFree business, the Service determined that the Promotional Expenses were not ordinary and necessary because they only furthered the Ponzi and pyramid scheme. DeRosa Transcript, at pg. 44.

59. The Service did not consider the Promotional Expenses in the context of a Ponzi and pyramid scheme, but analogized them to the expenses incurred by different businesses. DeRosa Transcript, at pg. 44.

60. Participants earned credits for promotional activities by logging onto TelexFree's website to download marketing materials, posting advertisements on the chosen websites, and returning to TelexFree's website to validate their posting of the advertisements, and by recruiting others to do so. Darr at ¶ 16.

61. TelexFree incurred a liability when it issued credits to Participants for posting advertisements on the internet in order to keep the TelexFree name before the public, to promote the goodwill of TelexFree, and to enlist new Participants. The advertising ensured TelexFree's name was frequently at the top of a listing of several MLM or business opportunities shown. Darr at ¶ 17.

62. TelexFree was almost exclusively an internet-based operation. TelexFree and its Participants promoted the business extensively using an online presence including internet advertisements, social media, and internet videos. Marketing meetings were also held to promote the business. Darr at ¶ 18.

63. Participants were separately incentivized to recruit others into TelexFree through the issuance of credits for selling memberships. Darr at ¶ 19.

64. TelexFree encouraged Participants to recruit new Participants into the business. Darr at ¶ 20.

65. The promise of substantial returns was an essential element of the TelexFree business model. These credits were only to be issued upon the completion of the promotional activity. The right to earn credits for promoting TelexFree business was a primary inducement for Participants to join the TelexFree business. Darr at ¶ 21.

66. The Promotional Expense for advertising and selling membership plans represented a fixed and unconditional amount due to the Participant under the terms of his or her membership contract with TelexFree. Darr at ¶ 22.

67. In the context of TelexFree's business, the Promotional Expenses were ordinary and necessary to the operation and expansion of the TelexFree business. Darr at ¶ 23.

68. The amount of the Promotional Expenses represented a fixed and unconditional amount due to the Participant under the terms of his or her membership plan. Darr at ¶ 24.

69. The Promotional Expenses incurred by TelexFree were normal, usual, and customary expenses associated with the development and operation of a Ponzi and pyramid scheme. Darr at ¶ 25.

70. In the context of TelexFree's business, the Promotional Expenses were reasonable in amount and bore a reasonable relationship to the business of operating the TelexFree business. Darr at ¶ 26.

71. The Promotional Expenses deducted on TelexFree's 2012 Amended Return, 2013 Amended Return, and 2014 Amended Return are substantiated by the books and records of TelexFree, including SIG. Darr at ¶ 27.

72. The Promotional Expenses were regularly redeemed by Participants until shortly before the Petition Date, both for cash and in satisfaction of membership fees due in connection with the purchase of membership plans in triangular transactions. Darr at ¶ 28.

73. The amount of Promotional Expenses redeemed by Participants approximated the amount of credits issued in each year. Darr at ¶ 29.

74. Participants did not acquire an equity interest in TelexFree by entering into a membership contract with TelexFree. Darr at ¶ 30.

75. The Participants had no vote or input into management of TelexFree. Darr at ¶ 31.

76. The Participants were not employees of TelexFree. IRS Form 1099's were issued to Participants in the United States for the year ended 2013. Darr at ¶ 32.

Ympactus's Bad Debts

77. Ympactus operated in Brazil with a business model similar to the model employed by TelexFree. Darr at ¶ 33.

78. TelexFree provided accounting and administrative services to Ympactus in 2012 and 2013. Darr at ¶ 34.

79. In the 2012 Return and the 2012 Amended Return, TelexFree LLC and the Trustee, respectively, reported income from Ympactus in the amount of $11,869,444 as a charge to Ympactus for accounting and administrative services provided by TelexFree to Ympactus. Darr at ¶ 35; Greenaway at ¶ 40.

80. In the 2013 Return and 2013 Amended Return, the Trustee on behalf of TelexFree LLC reported income from Ympactus in the amount of $174,183,645 as a charge to Ympactus for accounting and administrative services provided by TelexFree to Ympactus. Darr at ¶ 36; Greenaway at ¶ 41.

81. In 2013, the Brazilian authorities seized all of Ympactus' assets and its operations ceased, and its obligations to TelexFree became uncollectible. Darr at ¶ 37.

82. In both the 2013 Return and 2013 Amended Return, TelexFree LLC and the Trustee recognized the uncollectibility of the unpaid amounts due from Ympactus in the amount of $186,344,898 because of the Brazilian authorities seizure of Ympactus' operations and all of its assets that year. Darr at ¶ 38; Greenaway at ¶ 42.

83. The Service's disallowance of the Ympactus bad debt deduction without any offsetting adjustment to the reported Ympactus income is fundamentally inconsistent with a fair presentation of TelexFree's taxable income or loss. Darr at ¶ 39; Greenaway at ¶ 43.

Casualty Loss

84. On April 15, 2014, federal agents executed three search warrants at TelexFree headquarters in Marlborough, Massachusetts. During that search, federal officers seized TelexFree's property including but not limited to cashiers' checks totaling approximately $38,000,000. Subsequently, the U.S. Attorney's Office for the District of Massachusetts executed 37 additional seizure warrants. The United States ultimately seized in excess of $148,000,000 in cash and real and personal property in proceeds from the operation of the TelexFree business (the "Funds"). Darr at ¶ 40.

85. On or about July 23, 2014, a grand jury sitting in the District of Massachusetts returned an indictment against James Merrill ("Merrill") and Carlos Wanzeler in a case styled as *United States v. James Matthew Merrill, et al*., 4:14-cr-40028-TSH, in the United States District Court for the District of Massachusetts, based on their involvement in Debtors' illegal conduct (the "Indictment").

86. On or about September 8, 2016, a grand jury sitting in the District of Massachusetts returned a seventeen-count superseding indictment against Merrill and Carlos Wanzeler in a case styled as *United States v. James Matthew Merrill, et al*., 4:14-cr-40028-TSH, in the United States District Court for the District of Massachusetts, based on their involvement in Debtors' illegal conduct (the "First Superseding Indictment").

87. On March 22, 2017, the District Court entered a preliminary order of forfeiture finding that, among other assets, the Funds are forfeited to the United States [docket entry 347] (the "Preliminary Order of Forfeiture").

88. No criminal fines or penalties have been imposed upon TelexFree. Darr at ¶ 41.

89. The Trustee has worked closely with the United States in connection with the recovery of funds to be paid as restitution for victims. Darr at ¶ 42.

90. The Trustee had notice of the Preliminary Order of Forfeiture and did not object or challenge the order of forfeiture with respect to the Funds and tangible property as part of an agreement with the United States that the Funds and tangible property, or proceeds thereof, would be turned over to the Trustee for payment as restitution to victims. Darr at ¶ 43.

91. On July 11, 2017, in connection with the sentencing of James Merrill for his participation in TelexFree, the District Court entered an order authorizing the Trustee to establish a system to administer restitution claims and pay restitution to victims, and ordered restitution to be paid to the victims of TelexFree by the Trustee [Docket No. 367] (the "Restitution Order").

92. The Restitution Order was premised upon the agreement between the United States and the Trustee that the seized funds would be delivered to the Trustee to be administered by the Trustee as restitution for the benefit of the victims of the Ponzi scheme. Darr at ¶ 45.

93. On June 14, 2018, the District Court ordered that the Funds be turned over to the Trustee [Docket No. 398] so that the Funds may be applied toward restitution consistent with the terms of the Restitution Order.

94. On or about June 15, 2019, the United States turned over to the Trustee the sum of $145,471,294 in connection with the Restitution Order. Darr, at¶ 46.

95. On June 14, 2018, the District Court ordered that the tangible property be forfeited and that the United States was authorized to deliver the property or its proceeds to the Trustee for distributions to victims. [Docket No. 400]

96. The action by the United States Trustee in seizing property of TelexFree or property derived from or constituting proceeds traceable to the business of TelexFree is a loss of property (the "Loss") for TelexFree. Darr at ¶ 47.

97. TelexFree was not insured for the Loss nor otherwise compensated for the Loss. Darr at ¶ 48.

98. The Trustee has displaced the Debtors' management, and operations have been shut down. The Trustee was appointed to liquidate the Debtors' assets and to pursue recoveries. Darr at ¶ 49.

99. Many income-producing businesses that engage in illegal activity under federal and/or state law are permitted to take deductions for expenses incurred in pursuing the business. Greenaway at ¶ 44.

100. The Parties agree that the Court may take judicial notice of the papers and Orders entered in the cases of *United States of America v. James Merrill*, 4:14-CR-40028-TSH, Securities *& Exchange Commission v. TelexFree, Inc. et al*, 1.14 CV 11858 DJC, and *In re TelexFree, LLC et al*, case no. 14-40987 as jointly administered.

STEPHEN B. DARR, CHAPTER 11
TRUSTEE,
By his counsel:

Dated: November 4, 2019

/s/ Andrew G. Lizotte

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