

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

In re:

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

Reorganized Debtors.

STEPHEN DARR, CHAPTER 11 TRUSTEE OF  
THE ESTATES OF EACH OF THE DEBTORS,

Plaintiff,

v.

CARLOS WANZELER, JAMES MERRILL,  
CARLOS COSTA, PRISCILA FREITAS  
COSTA, FABIO WANZELER, LYVIA MARA  
CAMPISTA WANZELER, MARIA  
EDUARDA WANZELER DE ALMEIDA E  
SOUZA, DRUCILA WANZELER, MARISA  
MACHADO WANZELER SALGADO,  
RENATO ALVES, ANA COSTA, NATHANA  
SANTOS REIS, FABIO FARIA, LELIO CELSO  
RAMIRES FARIAS, SANDERLY  
RODRIGUES, VAGNER ROZA, ROBERT  
BOURGUIGNON, REGINA CELIA,  
MICHAEL CALAZANS, FABIO DE ARRAZ  
CRISPIM, SHEFFA MONTOYA, LUIS  
FERREIRA, SANDRES LEVIS, FEBE  
WANZELER DE ALMEIDA E SOUZA, and  
BRUNO RANGEL CARDOZO,

Defendant.

Chapter 11 Cases

14-40987-EDK  
14-40988-EDK  
14-40989-EDK

Jointly Administered

Adv. P. No.: 16-04032-EDK

**DEFENDANT DEMANDS  
A JURY TRIAL**

**ANSWER TO THE COMPLAINT BY DEFENDANT FABIO FARIA**



144098723032100000000001

Defendant Fabio Faria ("Defendant Faria") hereby responds to the Trustee's Complaint (the "Complaint") as set forth below, with paragraph numbers that correspond to paragraph numbers in the Complaint. To the extent the Complaint contains a factual allegation that is not specifically responded to below, that omission is inadvertent, and the factual allegation is denied. To the extent Defendant Faria adopts the Complaint's headings, those are for convenience. To the extent that any heading states or implies a factual allegation, it is denied.

### **Introduction**

No response is necessary to the Complaint's "Introduction." To the extent a response is deemed necessary, Defendant Faria denies the allegations contained in the "Introduction."

### **Preliminary Statement**

No response is necessary to the Complaint's "Preliminary Statement." To the extent a response is deemed necessary, Defendant Faria denies the allegations contained in the "Preliminary Statement." Defendant Faria denies that he was a "Principal," "Related Net Winner," "Relative," or "Surrogate" of TelexFree or its Principals, as those terms are defined or used in the Complaint.

### **Parties**

1. Admitted.
2. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

3. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

4. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

5. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

6. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

7. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

8. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

9. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

10. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

11. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

12. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

13. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

14. Defendant Faria admits that he is an individual but denies any remaining allegations in this paragraph.

15. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

16. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

17. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

18. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

19. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

20. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

21. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

22. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

23. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

24. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

25. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

26. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

**Jurisdiction and Venue**

27. This paragraph contains a legal conclusion to which no response is necessary. To the extent a response is required, Defendant Faria denies the allegations in this paragraph.

28. This paragraph contains a legal conclusion to which no response is necessary. To the extent a response is required, Defendant Faria denies the allegations in this paragraph.

29. This paragraph contains a legal conclusion to which no response is necessary. To the extent a response is required, Defendant Faria denies the allegations in this paragraph.

30. This paragraph contains a legal conclusion to which no response is necessary. To the extent a response is required, Defendant Faria denies the allegations in this paragraph.

31. Admitted.

32. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

33. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

34. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

35. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

36. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

37. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

**Statement of Facts**

38. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

39. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

40. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

41. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

42. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

43. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

44. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

45. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

46. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

47. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

48. Defendant Faria admits that this paragraph describes how the TelexFree program generally was supposed to function but denies that phone service always worked.

49. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

50. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

51. Defendant Faria admits that this paragraph generally describes how the TelexFree compensation system was supposed to function based on the membership options and the approximate dollar amounts involved. Defendant Faria lacks sufficient knowledge to admit or deny the exact dollar amounts stated or the exact percentages of so-called "return" of "investment" calculated therein.

52. Defendant Faria admits that membership plans and VoIP packages required user accounts and that participants were promised that credits could be

earned through a variety of methods, including posting advertisements and as commissions, but otherwise denies the allegations in this paragraph.

53. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

54. Defendant Faria admits that participants were promised that credits could be redeemed for cash from the company, that credits could be transferred to other accounts with or without consideration, and that a sufficient quantity of available credits could be used to pay invoices with or without receipt of any consideration. Defendant Faria denies any remaining allegations in this paragraph.

55. Defendant Faria admits that invoices could be directly paid to TelexFree or could be satisfied with sufficient, available credits. Defendant Faria denies that this paragraph describes the only two ways that an invoice could be satisfied. Defendant Faria lacks sufficient knowledge to admit or deny the remaining allegations contained in this paragraph of the Complaint.

56. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

57. Defendant Faria admits that credits could be converted into cash in a variety of ways but lacks sufficient knowledge to admit or deny the remaining allegations contained in this paragraph of the Complaint.

58. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.



59. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

60. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

61. Defendant Faria admits that he and other participants were misled by the Principals of TelexFree, but otherwise lacks sufficient knowledge to admit or deny the remaining allegations contained in this paragraph of the Complaint.

62. This paragraph contains a legal conclusion to which no response is necessary. To the extent a response is required, Defendant Faria denies the allegations in this paragraph.

63. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

64. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

65. Defendant Faria admits that Defendant Wanzeler was the main public face of TelexFree but otherwise lacks sufficient knowledge to admit or deny the remaining allegations contained in this paragraph of the Complaint.

66. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

67. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

68. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

69. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

70. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

71. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

72. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

73. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

74. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

75. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

76. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

77. Defendant Faria denies that he was a Principal, "friend" of a Principal, Relative, Surrogate, or Related Net Winner but otherwise lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

78. Defendant Faria denies that he was a Principal, “friend” of a Principal, Relative, Surrogate, or Related Net Winner but otherwise lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

79. Denied.

80. Defendant Faria denies that he was a Principal, “friend” of a Principal, Relative, or Related Net Winner of TelexFree or Carlos Wanzeler but otherwise lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

81. Defendant Faria denies that he was a Principal, “friend” of a Principal, Relative, or Related Net Winner of TelexFree or Carlos Costa but otherwise lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

82. Defendant Faria denies that he was a Principal, “friend” of a Principal, Relative or Surrogate of a Principal, or Related Net Winner, that he received or monetized so-called “manual credits” defined as credits “unrelated to those credits generated from advertising and recruiting activity,” that he received credits in the amount alleged, that he paid any money to Principals, or that he paid any money to Principals without receiving fair consideration. Defendant Faria lacks sufficient knowledge to admit or deny the remaining allegations contained in this paragraph of the Complaint.

83. Defendant Faria denies that he colluded with any Principals or that he paid any money to Principals without receiving fair consideration. Defendant Faria

lacks sufficient knowledge to admit or deny the remaining allegations contained in this paragraph of the Complaint.

84. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

85. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

86. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

87. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

88. Defendant Faria lacks sufficient knowledge to admit or deny the allegations contained in this paragraph of the Complaint.

**COUNT ONE**

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

89. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

90. Denied.

91. Denied.

92. Denied.

93. Denied.

94. Denied.

95. Denied.

**COUNT TWO**

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

96. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

97. Denied.

98. Denied.

99. Denied.

100. Denied.

**COUNT THREE**

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

101. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

102. Denied.

103. Denied.

104. Denied.

105. Denied.

**COUNT FOUR**

**Breach of Duty of Care- Principals**

106. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

107. Denied.

108. Denied.

109. Denied.

**COUNT FIVE**

**Breach of Duty of Good Faith- Principals**

110. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

111. Denied.

112. Denied.

113. Denied.

**COUNT SIX**

**Looting- Principals**

114. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

115. Denied.

116. Denied.

117. Denied.

118. Denied.

**COUNT SEVEN**

**Civil Conspiracy- All Defendants**

119. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

120. Denied.

121. Denied.

122. Denied.

123. Denied.

**COUNT EIGHT**

**Fraudulent Transfers - Related Net Winners**

124. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

125. Denied.

126. Denied.

127. Denied.

128. Denied.

129. Denied.

130. Denied.

131. Denied.

**COUNT NINE**

**Preferential Transfers- Related Net Winners**

132. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

133. Denied.

134. Denied.

135. Denied.

**COUNT TEN**

**Aiding and Abetting Commission of Tortious Conduct- Related Net Winners**

136. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

137. Denied.

138. Denied.

139. Denied.

140. Denied.



**COUNT ELEVEN**

**Aiding and Abetting Commission of Tortious Conduct-Manual Credit Recipients**

141. Defendant Faria incorporates by reference his responses to all preceding paragraphs as stated above. To the extent a further response is required, this paragraph is denied.

142. Denied.

143. Denied.

144. Denied.

145. Denied.

**PRAYERS FOR RELIEF**

Defendant Faria states that the Trustee is not entitled to any relief and to the extent the Trustee's prayers for relief contain factual allegations, they are denied.

**AFFIRMATIVE DEFENSES**

Without further admitting any of the allegations in the Complaint, Defendant Faria asserts the following affirmative defenses:

**First Defense**

The Complaint fails, in whole or in part, to state a claim upon which relief can be granted.

**Second Defense**

The Complaint is subject to dismissal for lack of personal jurisdiction over the Defendant.

**Third Defense**

The Complaint is subject to dismissal for insufficient or improper service of process.

**Fourth Defense**

Some or all of the claims are barred by the applicable statute of limitations.

**Fifth Defense**

Plaintiff's claims are barred by the doctrine of *In Pari Delicto*.

**Sixth Defense**

If the Plaintiff has sustained damages as alleged in the Complaint, they were caused by acts of a third person or persons, which acts the Defendant had no reason to anticipate and of which person or persons the Defendant had no knowledge, and over whom they had no control.

**Seventh Defense**

If the Plaintiff suffered any damage as alleged, such damage was caused by the intervening act or acts or omissions of parties other than the Defendant, and said acts or omissions superseded any action or omission by the Defendant for which they might be considered liable to the Plaintiff, and which the Defendant could not reasonably have foreseen, nor for which they can be held liable in this action.

**Eighth Defense**

The Plaintiff is equitably estopped, in whole or in part, from asserting the claims advanced in the Complaint.

**Ninth Defense**

The claims asserted by the Plaintiff are not property of the Debtors' Estates.

**Tenth Defense**

To the extent that the Debtors' Estates have suffered any damages, such damages should be set-off in an amount to be proven.

**Eleventh Defense**

The Trustee's claims are barred or limited by the doctrines of set off and recoupment.

**Twelfth Defense**

The Plaintiff is barred from recovery because if the Defendant received any transfers from the Debtors, it was in good faith and he gave value in return.

**Thirteenth Defense**

The Complaint fails, in whole or in part, because the value of earned credits cannot be re-incorporated into the Debtors' Estates to the extent the earned credits and/or value received were paid as wages, commissions, or non-discretionary bonuses.

**Fourteenth Defense**

The Complaint fails, in whole or in part, because any claw-back of value received and/or extinguishment of earned credits would violate applicable federal and state fair labor laws, wage and hour acts, minimum wage laws or regulations, and/or overtime laws or regulations.

**Fifteenth Defense**

The Complaint fails, in whole or in part, because the value of credits received cannot be re-incorporated into the Debtors' Estates to the extent that the Debtors gave the purchased credits for value.

**Sixteenth Defense**

The Complaint fails, in whole or in part, because any credits transferred to the Defendant by the Debtors were worthless and without value and therefore not recoverable.

**Seventeenth Defense**

The Complaint fails, in whole or in part, because the Defendant was fraudulently induced into relying on false statements by the Debtors to the Defendant's detriment.

**Eighteenth Defense**

This Court lacks subject matter jurisdiction over the Complaint.

**Nineteenth Defense**

This case should be dismissed because of improper venue or under the doctrine of *forum non-conveniens*.

**Twentieth Defense**

This Court does not have the constitutional authority to grant the relief sought in the Complaint.

**Twenty-first Defense**

This Court does not have the statutory authority to grant the relief sought in the Complaint.

**Twenty-second Defense**

This is a non-core proceeding pursuant to 28 U.S.C. §157(c)(1).

**Twenty-third Defense**

The Defendant does not consent to the entry of final orders or judgment by this Court if it is determined that this Court, absent consent of the parties, cannot enter final orders or judgment consistent with Article III of the United States Constitution.

**Twenty-fourth Defense**

The Complaint fails, in whole or in part, because the Plaintiff lacks standing to bring the claims.

**Twenty-fifth Defense**

The Complaint fails, in whole or in part, in violation of the doctrine of laches.

**Twenty-sixth Defense**

Recovery is barred by *res judicata* and/or collateral estoppel.

**Twenty-seventh Defense**

The claims in the Complaint are barred by the doctrine of unclean hands.

**Twenty-eighth Defense**

The Complaint fails, in whole or in part, because the doctrine of accord and satisfaction bars any claims against the Defendant.

**Twenty-ninth Defense**

The Complaint fails, in whole or in part, because the statute of frauds bars any claims against the Defendant.

**Thirtieth Defense**

The Complaint fails, in whole or in part, because the parties to the transfers consented to the acts causing the alleged harm.

**Thirty-first Defense**

The claims in the Complaint are barred or limited in whole or in part by the doctrines of estoppel, ratification, release, and/or waiver.

**Thirty-second Defense**

The Complaint fails, in whole or in part, because the Debtors have no actual injury.

**Thirty-third Defense**

The Complaint fails, in whole or in part, because the parties to the transfers released the Defendant of the rights giving rise to the claims in the Complaint.

**Thirty-fourth Defense**

The Complaint fails, in whole or in part, because the Debtors failed to mitigate their damages.

**Thirty-fifth Defense**

The Complaint fails, in whole or in part, because the Debtors' injuries were not caused by the Defendant.

**Thirty-sixth Defense**

The Complaint fails, in whole or in part, because the Plaintiff is seeking to recover damages that are completely speculative in nature.

**Thirty-seventh Defense**

The Complaint fails, in whole or in part, because part or all of the injuries alleged are due to the actions of third parties not named in this action.

**Thirty-eighth Defense**

The claims in the Complaint are barred or limited in whole or in part by the Debtor's own material breaches of contract.

**Thirty-ninth Defense**

The claims in the Complaint are barred or limited in whole or in part by any injured parties' own material breaches of contract.

**Fortieth Defense**

The claims in the Complaint are barred or limited in whole or in part because any contract was voidable due to the doctrine of mutual mistake.

**Forty-first Defense**

The claims in the Complaint are barred or limited in whole or in part because the Plaintiff has failed to plead fraud with the requisite level of specificity.

**Forty-second Defense**

The claims in the Complaint are barred or limited in whole or in part because the Debtors' Estates do not have an interest in the property that the debtor transferred.

**Forty-third Defense**

The claims in the Complaint are barred or limited in whole or in part because the Debtors did not have an actual intent to hinder, delay, or defraud any creditor.

**Forty-fourth Defense**

The claims in the Complaint are barred or limited in whole or in part because the Debtors received reasonably equivalent value in exchange for any transfers made.

**Forty-fifth Defense**

The claims in the Complaint are barred or limited in whole or in part because fair consideration was given and received.

**Forty-sixth Defense**

The Trustee's claims are barred, in whole or in part, because the Defendant was not an initial transferee, a party for whose benefit the transfer was made, or the immediate or mediate transferee of the initial transfer, within the meaning of the 11 U.S.C. § 550.

**Forty-seventh Defense**

The claims in the Complaint are barred or limited in whole or in part because any injured parties received the benefit of the bargain.

**Forty-eighth Defense**

The claims in the Complaint are barred or limited in whole or in part by the doctrine of novation.

**Forty-ninth Defense**

The claims in the Complaint are barred or limited in whole or in part by the doctrine of merger.

**Fiftieth Defense**

The Defendant reserves the right to assert additional defenses that discovery, other investigation, or trial might reveal pursuant to the Bankruptcy Rules of Procedure, the Local Rules, and any other order of this Court.

WHEREFORE Defendant request that the Complaint be dismissed against them.



**DEMAND FOR JURY TRIAL**

Defendant Fabio Faria hereby demands a jury trial on all claims in dispute.

Respectfully submitted,

DEFENDANT FABIO FARIA,

By his counsel,

Dated: March 15, 2023

/s/ Ilyas J. Rona  
Ilyas J. Rona, Esq. (BBO# 642964)  
MILLIGAN RONA DURAN & KING LLC  
28 State Street, Suite 802  
Boston, Massachusetts 02109  
Tel: (617) 395-9570  
ijr@mrclkaw.com

**CERTIFICATE OF SERVICE**

I, Ilyas J. Rona, hereby certify that I have caused a copy of Answer to the Complaint by Defendant Fabio Faria to be served on all registered electronic filers appearing in this case via the Court's CM/ECF system and on counsel for the Trustee by email as follows:

Charles R. Bennett, Jr.  
MURPHY & KING P.C.  
28 State Street, Suite 3101  
Boston, MA 02109  
cbennett@murphyking.com

Dated: March 15, 2023

/s/ Ilyas J. Rona  
Ilyas J. Rona, Esq.