

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

In re Assignment for the Benefit of Creditors of: COMPLEX BUSINESS LITIGATION
DIVISION

BRAHMS LLC, a Puerto Rico limited
liability company,

Case No.

Assignor,

To:

JOSEPH J. LUZINSKI,

Assignee.

_____ /

PETITION COMMENCING ASSIGNMENT FOR THE BENEFIT OF CREDITORS

Joseph J. Luzinski (the “Assignee”), solely as the Assignee for the benefit of creditors of BRAHMS LLC, a Puerto Rico limited liability company (the “Assignor”) and not individually, by and through his undersigned counsel and in accordance with Florida Statutes § 727.104(2)(b), files this Petition Commencing Assignment for the Benefit of Creditors, and states as follows:

1. This is a Petition for the Assignment for the Benefit of Creditors. This Court has jurisdiction of this case in accordance with the provisions of Chapter 727 of the Florida Statutes.

2. On April 4, 2024, the Assignee accepted delivery of an irrevocable Assignment for the benefit of creditors from the Assignor (the “Assignment”). A copy of the Assignment including the Verification of Assignment and Schedules by Assignor, Acceptance by Assignee, Schedule A (Creditor List), and Schedule B (List of Assets), is attached hereto as **Exhibit A**.

3. The Assignor has its principal place of business at 151 Calle de San Francisco, Suite 200, San Juan, PR 00901.



4. The Assignee's office is located at Development Specialists, Inc., 500 E. Broward Boulevard, Suite 1700, Fort Lauderdale, Broward County, Florida 33394.

5. The Assignor is indebted to creditors, is unable to pay its debts, and through this Assignment seeks to provide for the payment of said debts within its resources.

WHEREFORE, the Assignee respectfully requests the Court take jurisdiction of this Assignment for the Benefit of Creditors and for any further relief the Court deems just and proper.

Dated: April 10, 2024

BERGER SINGERMAN LLP
Proposed Counsel for Assignee
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: /s/ Brian G. Rich

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EXHIBIT A

ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS ASSIGNMENT is made this ___ day of February, 2024, between BRAHMS LLC, with a principal place of business at 151 Calle de San Francisco, Suite 200, San Juan, PR 00901, hereinafter "Assignor", and Joseph J. Luzinski of Development Specialists Inc., with a principal place of business located at 500 West Cypress Creek Road, Suite 400, Fort Lauderdale, Florida 33309, hereinafter "Assignee".

WHEREAS, the Assignor has been engaged in the business of ecommerce.

WHEREAS, the Assignor is indebted to creditors, as set forth in Schedule A annexed hereto, is unable to pay its debts as they become due, and is desirous of providing for the payment of its debts, so far as it is possible by an assignment of all of its assets for that purpose.

NOW, THEREFORE, the Assignor, in consideration of the Assignee's acceptance of this Assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the Assignee, his successors and assigns, all of its assets, except such assets as are exempt by law from levy and sale under an execution, including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the Assignor, and all books, records, and electronic data pertaining to all such assets, wherever such assets may be located, hereinafter the "Estate", as which assets are, to the best knowledge and belief of the Assignor, set forth on Schedule B annexed hereto.

The Assignee shall take possession of, and protect and preserve, all such assets and administer the Estate in accordance with the provisions of Chapter 727, Florida Statutes, and shall liquidate the assets of the Estate with reasonable dispatch and convert the Estate into money,

collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this Assignment from the proceeds of such liquidation and collections.

The Assignee shall then pay and discharge in full, to the extent that funds are available in the Estate after payment of administrative expenses, costs, and disbursements, all of the debts and liabilities now due from the Assignor, including interest on such debts and liabilities. If funds of the Estate shall not be sufficient to pay such debts and liabilities in full, the Assignee shall pay from funds of the Estate, such debts and liabilities, on a pro rata basis and in proportion to their priority as set forth in Section 727.114, Florida Statutes. If all debt and liabilities are paid in full, any funds of the Estate remaining shall be returned to the Assignor.

To accomplish the purpose of this Assignment, the Assignor hereby appoints the Assignee its true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary to execute the Assignment hereby created; to demand and recover from all persons all assets of the Estate; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys, under him to assist him in carrying out his duties under the Assignment.

The Assignor hereby authorizes the Assignee to sign the name of the Assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of the Assignor, or to sign the name of the Assignor to any instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this Assignment.

The Assignee hereby accepts the trust created by the Assignment and agrees with the Assignor that the Assignee will faithfully and without delay carry out its duties under this Assignment.

WITNESSES:

Brett Bielz Brett Bielz
Richard Field Richard Field

ASSIGNOR:
BRAHMS LLC

Maya Burkenroad
By: MAYA BURKENROAD
Title: Chief Risk Officer

WITNESSES:

Mary Ann
Bryan Grandison
Bryan Grandison

ASSIGNEE:
Joseph Luzinski

[Signature]

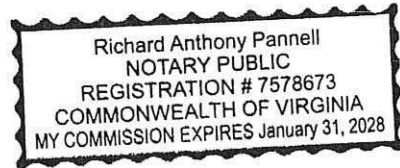
STATE OF VIRGINIA)

COUNTY OF AUGUSTA)

I hereby certify that on this 13th day of February 2024, an officer duly authorized in this State and County to take acknowledgments, personally appeared MAYA BURKENROAD, Chief Risk Officer, duly authorized for and on behalf of BRAHMS LLC as **ASSIGNOR**, and not individually. He/she is personally known to me or has produced PRDT [REDACTED] as identification, and who executed the foregoing instrument or he acknowledged before me that he/she executed same in such capacity.

My commission expires: 01/31/2028

Richard Anthony Pannell
Notary Public



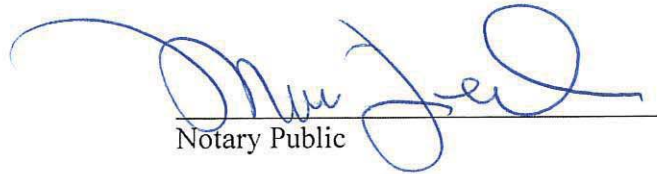
STATE OF FLORIDA)

COUNTY OF BROWARD)

I hereby certify that on this 4th day of April 2024 an officer duly authorized in this State and County to take acknowledgments, personally appeared Joseph Luzinski of Development Specialists Inc. as **ASSIGNEE**. He is personally known to me or has produced _____ as identification, who executed the foregoing instrument or acknowledged before me that he executed same.

My commission expires:




Notary Public

VERIFICATION OF ASSIGNMENT AND SCHEDULES BY ASSIGNOR

The undersigned, MAYA BURKENROAD, as Chief Risk Officer of BRAHMS LLC, hereby verifies the Assignment for the Benefit of Creditors (the "Assignment") of all of its rights, title and interest in and to all of its assets, as indicated on the Schedules to that Assignment as filed with this Court on February ___, 2024, and further verifies each of the facts set forth in the Schedules annexed to the Assignment to the best of my knowledge and belief.



MAYA BURKENROAD
Chief Risk Officer of BRAHMS LLC

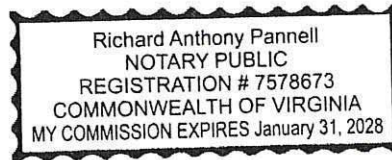
STATE OF VIRGINIA)

COUNTY OF AUGUSTA)

Sworn to and subscribed on this 13th day of February 2024, by MAYA BURKENROAD as Chief Risk Officer of BRAHMS LLC, the Assignor, who is personally known to me or has produced PRD# [REDACTED] as identification and who did take an oath as to the truth of the facts contained in the foregoing Assignment and Schedules.

My commission expires:

01/31/2028


Notary Public

ACCEPTANCE BY ASSIGNEE

The undersigned, Joseph Luzinski of Development Specialists Inc., the Assignee herein, duly acknowledges that the Assignee accepts delivery of the Assignment and that he or she will duly perform the duties imposed upon the Assignee pursuant to chapter 727, Florida Statutes.




Joseph Luzinski, Assignee

STATE OF FLORIDA)

COUNTY OF BROWARD)

Sworn to and subscribed on this 4th day of April, 2024, by Joseph Luzinski of Development Specialists Inc., Assignee, who is personally known to me or has produced _____ as identification.

My commission expires:



Notary Public



SCHEDULE A – CREDITOR LIST

1. **SECURED CREDITORS:**
Name Address Amount Collateral Whether or not disputed
See attached BRAHMS LLC Schedule A Support.

2. **WAGES OWED:**
Name Address Amount Whether or not disputed
See attached BRAHMS LLC Schedule A Support.

3. **CONSUMER DEPOSITS:**
Name Address Amount Whether or not disputed
See attached BRAHMS LLC Schedule A Support.

4. **LIST OF ALL TAXES OWED:**
Name Address Amount Whether or not disputed
See attached BRAHMS LLC Schedule A Support.

5. **UNSECURED CLAIMS OWED:**
Name Address Amount Whether or not disputed
See attached BRAHMS LLC Schedule A Support.

6. **LEASES:**
See attached BRAHMS LLC Schedule A Support.

7. **OWNERS OR SHAREHOLDERS:**
Name Address Percentage of ownership
See attached BRAHMS LLC Schedule A Support.

8. **LIST ALL PENDING LITIGATION AND OPPOSING COUNSEL OF RECORD:**
Style Parties Opposing Counsel of Record
See attached BRAHMS LLC Schedule A Support.

Schedule A1: Secured Creditors (as of 2.13.2024)
None.

Schedule A2: Wages Owed (as of 2.13.2024)

None.

Schedule A3: Consumer Deposits (as of 2.13.2024)

None.

Schedule A4: Taxes (as of 2.13.2024)

State	Address	Total Open	Disputed Amount/
Internal Revenue Service	Department of the Treasury		FALSE

Schedule A5: Unsecured Creditors (as of 2.13.2024)

Vendor	Address	Email Address	Total Open	Disputed
Genghis Technologies LLC			\$34,088.00	FALSE
Jala Latam			\$170,781.64	FALSE
Plassido Doo			\$205,277.00	FALSE

Schedule A6: Leases (as of 2.13.2024)

None.

Schedule A7: Owners/Shareholders (as of 2.13.2024)

Name	Address	Email Address	Ownership
Atomic Man LLC			
Retail Ecommerce Ventures LLC			
TL Capital Enterprises LLC			

Schedule A8: Pending Litigation and Opposing Counsel of

None.

SCHEDULE B - LIST OF ASSETS

List each category of assets and for each give approximate value obtainable for the assets on the date of the Assignment, and address where assets are located.

DESCRIPTION AND LOCATION	LIQUIDATION VALUE AT DATE OF ASSIGNMENT
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I. NONEXEMPT PROPERTY:

1. REAL ESTATE/Legal Description/Street Address/leasehold interests.
None.
2. FURNITURE/FIXTURES:
None.
3. CASH AND BANK ACCOUNTS:
None.
4. INVENTORY:
None.
5. ACCOUNTS RECEIVABLE:
None.
6. EQUIPMENT:
None.
7. PREPAID EXPENSES, including deposits, insurance, rents, and utilities
None.
8. OTHER, including loans to third parties, claims, and choses in action:
None.

II. EXEMPT PROPERTY: