

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

MENTORBOX, LLC, a Delaware 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 MENTORBOX, LLC, a Delaware 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 1680 Michigan Ave., Ste. 700, Miami Beach, Miami-Dade County, Florida 33139.



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

Paul Steven Singerman
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Samuel J. Capuano
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EXHIBIT A

ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS ASSIGNMENT is made this ___ day of February, 2024, between MENTORBOX, LLC, with a principal place of business at 1680 Michigan Ave, Suite 700, Miami Beach, FL 33139, 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:

Richard Field
Brett Bietz

ASSIGNOR:
MENTORBOX, LLC

Maya Burkenroad
By: Maya Burkenroad
Title: Authorized Signatory

WITNESSES:

Mar Avin
[Signature]

ASSIGNEE:
Joseph Luzinski

[Signature]

STATE OF VIRGINIA)

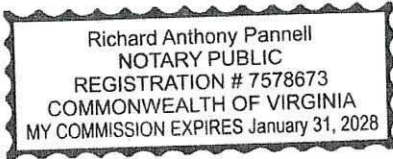
COUNTY OF AUGUSTA)
13th

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, Authorized Signatory, duly authorized for and on behalf of MENTORBOX, LLC as **ASSIGNOR**, and not individually. He/she is personally known to me or has produced PROD# [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 17th day of February 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:

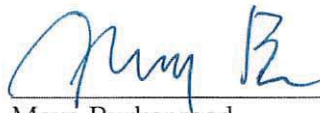


Notary Public



VERIFICATION OF ASSIGNMENT AND SCHEDULES BY ASSIGNOR

The undersigned, Maya Burkenroad, as Authorized Signatory of MENTORBOX, 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
Authorized Signatory of MENTORBOX, LLC

STATE OF VIRGINIA)

COUNTY OF AUGUSTA)

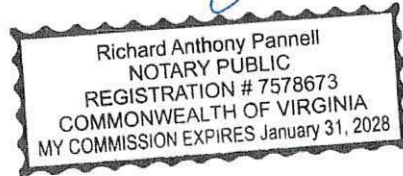
Sworn to and subscribed on this 13th day of February 2024, by Maya Burkenroad as Authorized Signatory of MENTORBOX, LLC, the Assignor, who is personally known to me or has produced PROD # [REDACTED] as identification and who did take an oath as to the truth of the facts contained in the foregoing Assignment 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 MENTORBOX, LLC Schedule A Support.

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

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

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

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

6. **LEASES:**
See attached MENTORBOX, LLC Schedule A Support.

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

8. **LIST ALL PENDING LITIGATION AND OPPOSING COUNSEL OF RECORD:**
Style Parties Opposing Counsel of Record
See attached MENTORBOX, 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	Dept	Address	Total Open Balance	Disputed Amount/ Payment Plan?
Delaware	Division of Corporations	Division of Corporations John G. Townsend Bldg. 401 Federal Street, – Suite 4 Dover, DE 19901	\$ 300.00	<input type="checkbox"/>
Internal Revenue Service		Department of the Treasury Internal Revenue Service Kansas City, MO 64999-0002		<input type="checkbox"/>

Schedule A5: Unsecured Creditors (as of 2.13.2024)

Vendor	Address	Email Address	Total Open Balance	Disputed Amount?	
D & V Philippines Outsourcing			\$393.30	<input type="checkbox"/>	
David K Wright				<input type="checkbox"/>	
Hugo Zelada				<input type="checkbox"/>	
Jonathon Kendal				<input type="checkbox"/>	
Kevin Hart				\$3,000.00	<input type="checkbox"/>
Principal Insurance				\$76.80	<input type="checkbox"/>
Retail Ecommerce Ventures LLC				\$2,797,446.08	<input type="checkbox"/>
RSM				\$11,000.00	<input type="checkbox"/>
Shawangunk Group LLC Dan Sobol				\$100,000.00	<input type="checkbox"/>

Schedule A6: Leases (as of 2.13.2024)

None.

Schedule A7: Owners/Shareholders (as of 2.13.2024)

Contact Person	Contact Email	Contact Address	Capital Contribution
Amirparviz Davoody			
Bryan Stahl			
Danny Schmucker			
Edmund S. Liu			
Erik Lapaglia			
Hamrick Solutions, LLC			
Ian Lopuch			
James Swanwick			
Jason Hunter			
Jason Kraus			
Jerome Maldonado			
Josh Mervis			
Junaid Mian			
Lee Richter			
Mahyar Molkara			
Nadim Taleb			
Quinn Webb			
Randall Slimp			
Richard Fong			
Richard Jessop			
Santo Bifulco			
Schweitzer Alexander LLC			
Tom Chou			
Tony Gallina			
Trevor Koverko			
Vlad Zatulovsky			

Schedule A8: Pending Litigation and Opposing Counsel of Record (as of 2.13.2024)

Claimant	Case	Opposing Counsel	Disputed Amount?
Hugo Zelada Jr.	Hugo Zelada Jr. v. Mentorbox LLC	Labor Commission State of California 455 Golden Gate Ave 10th Floor San Francisco, CA 94102	<input type="checkbox"/>

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: