

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

RADIOSHACK ONLINE IPCO, LLC, a Case No.
Delaware limited liability company,

 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 RADIOSHACK ONLINE IPCO, 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
Florida Bar No. 378860
singerman@bergersingerman.com
Brian G. Rich
Florida Bar No. 38229
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Samuel J. Capuano
Florida Bar No. 90946
scapuano@bergersingerman.com

EXHIBIT A

ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS ASSIGNMENT is made this ___ day of February, 2024, between RADIOSHACK ONLINE IPCO, 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:

Matt Bily Brett Bletz
Richard J. Richard Field

ASSIGNOR:

RADIO SHACK ONLINE IPCO, LLC

Maya Bur
By: Maya Burkenroad
Title: Authorized Signatory

WITNESSES:

Mor Avin Mor Avin
Bryana Grandison

ASSIGNEE:

Joseph Luzinski

[Signature]

STATE OF VIRGINIA)

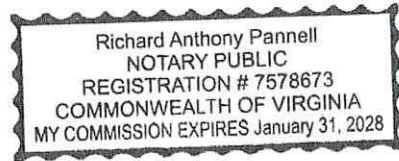
COUNTY OF AUGUSTA)

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, Authorized Signatory, duly authorized for and on behalf of RADIOSHACK ONLINE IPCO, 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 14th 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:

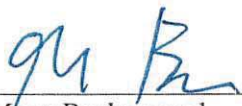


Notary Public




VERIFICATION OF ASSIGNMENT AND SCHEDULES BY ASSIGNOR

The undersigned, Maya Burkenroad, as Authorized Signatory of RADIOSHACK ONLINE IPCO, 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 RADIOSHACK ONLINE
IPCO, LLC*

STATE OF VIRGINIA)
COUNTY OF AUGUSTA)

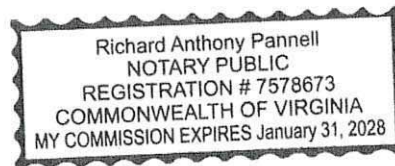
Sworn to and subscribed on this 13th day of February 2024, by Maya Burkenroad as Authorized Signatory of RADIOSHACK ONLINE IPCO, LLC, the Assignor, who is personally known to me or has produced PRDL #  as identification and who did take an oath as to the truth of the facts contained in the foregoing 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.



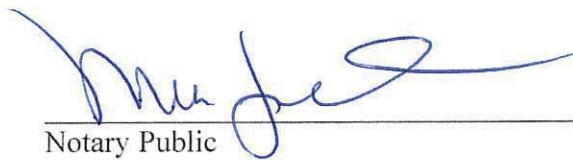
Joseph Luzinski, Assignee

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
None.

2. **WAGES OWED:**
Name Address Amount Whether or not disputed
None.

3. **CONSUMER DEPOSITS:**
Name Address Amount Whether or not disputed
None.

4. **LIST OF ALL TAXES OWED:**
Name Address Amount Whether or not disputed
None.

5. **UNSECURED CLAIMS OWED:**
Name Address Amount Whether or not disputed
None.

6. **LEASES:**
None.

7. **OWNERS OR SHAREHOLDERS:**
Name Address Percentage of ownership
None.

8. **LIST ALL PENDING LITIGATION AND OPPOSING COUNSEL OF RECORD:**
Style Parties Opposing Counsel of Record
None.

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)**

None.

**Schedule A6: Leases (as of
2.13.2024)**

None.

Schedule A7: Owners/Shareholders (as of 2.13.2024)

Contact Person	Contact Address	Ownership
Radioshack Online, LLC		

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

Claimant	Case	Opposing Counsel	Disputed Amount?
<p>EMA BELL 222 S Figueroa Street apt. 1212 Los Angeles, California 90012</p> <p>emabell1433@yahoo.com</p>	<p>EMA BELL v Retail Ecommerce Ventures / Radio Shack Online IPCO</p>	<p>LAW OFFICES BRODSKY & SMITH NEW JERSEY OFFICE 1310 NORTH KINGS HIGHWAY CHERRY HILL, NJ 08934 9595 WILSHIRE BLVD., STE. 900 BEVERLY HILLS, CA 90212 www.brodskysmith.com NEW YORK OFFICE 240 MINEOLA BOULEVARD MINEOLA, NY 11501 PENNSYLVANIA OFFICE TWO BALA PLAZA, STE. 805 BALA CYNWYD, PA 19004</p> <p>Innovative Concepts and Design, LLC Bruce Wortman 421 New Brunswick Avenue, Ground Floor Perth Amboy, NJ 08861</p> <p>Innovative Concepts and Design of NJ, LLC Piyush Patel 458 Florida Grove Road Perth Amboy, NJ 08861</p> <p>Legend Group Brands Inc 2615 Coney Island Ave, Brooklyn, NY 11223</p>	<p><input checked="" type="checkbox"/></p>

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: