

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 OPCO, 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 OPCO, 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
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brich@bergersingerman.com
Samuel J. Capuano
Florida Bar No. 90946
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EXHIBIT A

ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS ASSIGNMENT is made this ___ day of February, 2024, between RADIOSHACK ONLINE OPKO, 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 Kelly Brett Bietz
Richard Field Richard Field

ASSIGNOR:

RADIOSHACK ONLINE OPCO, LLC

Maya Burkenroad

By: Maya Burkenroad

Title: Authorized Signatory

WITNESSES:

Mor Avin Mor Avin
Bryana Grandison Bryana Grandison

ASSIGNEE:

Joseph Luzinski

Joseph Luzinski

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 OPCO, LLC as **ASSIGNOR**, and not individually. He/she is personally known to me or has produced

PRDL #

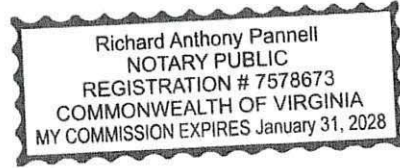


as identification, and who executed the foregoing instrument or he acknowledged before me that he/she executed same in such capacity.

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:

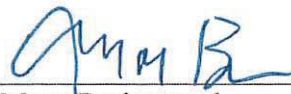




Notary Public

VERIFICATION OF ASSIGNMENT AND SCHEDULES BY ASSIGNOR


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

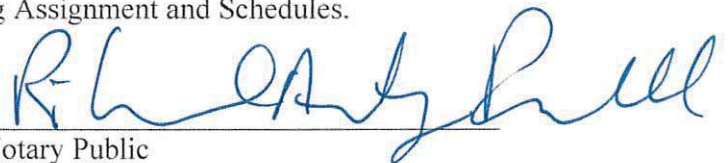
STATE OF VIRGINIA)

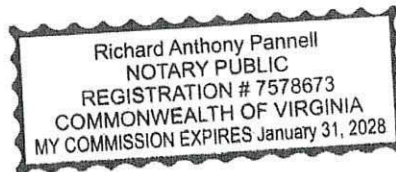
COUNTY OF AUGUSTA)

Sworn to and subscribed on this 13th day of February 2024, by Maya Burkenroad as Authorized Signatory of RADIOSHACK ONLINE OPCO, LLC, the Assignor, who is personally known to me or has produced PRDC  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.



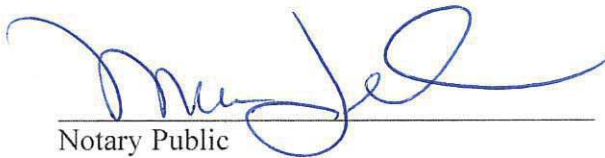
Joseph Luzinski, Assignee

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 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 | FALSE |
| Internal Revenue Service | | Department of the Treasury Internal Revenue Service Kansas City, MO 64999-0002 | | FALSE |

Schedule A5: Unsecured Creditors (as of 2.13.2024)

| Vendor | Address | Email Address | Total Open Balance | Disputed Amount? |
|--------------------------------------|---------|---------------|--------------------|--------------------------|
| Abel Czupor | | | \$21,864.49 | <input type="checkbox"/> |
| Edan Guter | | | \$2,000.00 | <input type="checkbox"/> |
| Jake Frank | | | \$3,400.00 | <input type="checkbox"/> |
| Joy Grace Estalilla | | | \$3,948.07 | <input type="checkbox"/> |
| Vendor:105 Allied Electronics - DS | | | \$2,091.40 | <input type="checkbox"/> |
| Vendor:1244 Kaliber Global - DS | | | \$26.44 | <input type="checkbox"/> |
| Vendor:1277 Klaviyo | | | \$14,206.42 | <input type="checkbox"/> |
| Vendor:1300 Lake Industries - DS | | | \$620.91 | <input type="checkbox"/> |
| Vendor:1339 Lexon - DS | | | \$3,760.91 | <input type="checkbox"/> |
| Vendor:1345 Lightstik - DS | | | -\$882.00 | <input type="checkbox"/> |
| Vendor:1422 Mand Labs - DS | | | \$165.00 | <input type="checkbox"/> |
| Vendor:1469 Matias - DS | | | \$173.46 | <input type="checkbox"/> |
| Vendor:1561 Mukesh Sankhla | | | \$150.00 | <input type="checkbox"/> |
| Vendor:1576 Nanoleaf - DS | | | \$800.94 | <input type="checkbox"/> |
| Vendor:1647 Odyssey Toys - DS | | | \$1,606.31 | <input type="checkbox"/> |
| Vendor:1676 OSEPP - DS | | | \$4,230.28 | <input type="checkbox"/> |
| Vendor:1678 OttLite - DS | | | \$387.74 | <input type="checkbox"/> |
| Vendor:1708 Paypal | | | \$827.06 | <input type="checkbox"/> |
| Vendor:1761 Pokit - DS | | | \$159.00 | <input type="checkbox"/> |
| Vendor:1814 Quantum Integration - DS | | | \$494.22 | <input type="checkbox"/> |
| Vendor:1834 RapidX - DS | | | \$132.12 | <input type="checkbox"/> |
| Vendor:1888 Riskified | | | \$710.47 | <input type="checkbox"/> |
| Vendor:1914 Rogue Projects - DS | | | \$384.00 | <input type="checkbox"/> |
| Vendor:1927 RPW Technology - DS | | | \$95.04 | <input type="checkbox"/> |
| Vendor:1929 R-Tech - DS | | | \$22,262.58 | <input type="checkbox"/> |
| Vendor:2067 SignalVault - DS | | | \$60.00 | <input type="checkbox"/> |
| Vendor:208 Attentive Mobile Inc. | | | \$19,147.03 | <input type="checkbox"/> |
| Vendor:2158 STKR Concepts - DS | | | \$707.93 | <input type="checkbox"/> |
| Vendor:2164 Strauss & Wagner - DS | | | \$357.61 | <input type="checkbox"/> |
| Vendor:2347 Trend Tech Brands - DS | | | \$487.06 | <input type="checkbox"/> |
| Vendor:2383 Uncaged Ergonomics - DS | | | \$587.70 | <input type="checkbox"/> |

Schedule A5: Unsecured Creditors (as of 2.13.2024)

| Vendor | Address | Email Address | Total Open Balance | Disputed Amount? |
|--|---------|---------------|--------------------|--------------------------|
| Vendor:2438 Viatek - DS | | | \$179.35 | <input type="checkbox"/> |
| Vendor:2453 Virtual Worker Now | | | \$6,685.30 | <input type="checkbox"/> |
| Vendor:247 Barnabas Robotics - DS | | | \$1,351.52 | <input type="checkbox"/> |
| Vendor:254 BASU - DS | | | \$57.40 | <input type="checkbox"/> |
| Vendor:2672 Trakk - DS | | | \$486.72 | <input type="checkbox"/> |
| Vendor:2676 AzraTec - DS | | | \$13.05 | <input type="checkbox"/> |
| Vendor:2680 Marathon Watch Co. - DS | | | \$1,176.05 | <input type="checkbox"/> |
| Vendor:2682 Ovobot - DS | | | \$330.00 | <input type="checkbox"/> |
| Vendor:2683 SkyBell-Cove - DS | | | \$6,824.61 | <input type="checkbox"/> |
| Vendor:2693 EarSquared - DS | | | \$257.85 | <input type="checkbox"/> |
| Vendor:2796 Ventmere Ltd - DS | | | \$8,600.48 | <input type="checkbox"/> |
| Vendor:291 Better Nights dba Swanwick - DS | | | \$63.20 | <input type="checkbox"/> |
| Vendor:296 Big Bear Apparel - DS | | | \$1,733.20 | <input type="checkbox"/> |
| Vendor:314 BlissLights LLC - DS | | | \$2,171.46 | <input type="checkbox"/> |
| Vendor:3313 CPA Global | | | \$8,043.74 | <input type="checkbox"/> |
| Vendor:36 Absorbites - DS | | | \$16.74 | <input type="checkbox"/> |
| Vendor:381 C2 Wireless - DS | | | \$416.94 | <input type="checkbox"/> |
| Vendor:405 Casa Di Lumo - DS | | | \$977.55 | <input type="checkbox"/> |
| Vendor:457 CircuitMess - DS | | | \$59.98 | <input type="checkbox"/> |
| Vendor:482 Clickshare Media | | | \$65.98 | <input type="checkbox"/> |
| Vendor:493 Clyde - DS | | | \$1,224.74 | <input type="checkbox"/> |
| Vendor:537 CraftBot - DS | | | \$464.90 | <input type="checkbox"/> |
| Vendor:541 Creative Outdoors - DS | | | \$1,600.62 | <input type="checkbox"/> |
| Vendor:560 Crewrite LLC | | | \$307.50 | <input type="checkbox"/> |
| Vendor:565 D & V Philippines Outsourcing | | | \$427.50 | <input type="checkbox"/> |
| Vendor:618 Decibel Electronics - DS | | | \$1,086.00 | <input type="checkbox"/> |
| Vendor:818 FLI Charge LLC - DS | | | \$78.60 | <input type="checkbox"/> |
| Vendor:825 Forrest Mims | | | \$453.90 | <input type="checkbox"/> |
| Vendor:889 Gigastone - DS | | | \$2,073.98 | <input type="checkbox"/> |
| Vendor:986 Himalaya Trading - DS | | | \$90.09 | <input type="checkbox"/> |

**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? |
|---|--|--|--------------------------|
| CREEKVIEW IP LLC 7548 Preston Rd, STE 141 PMB 1115, Frisco, TX 75034. | CREEKVIEW IP LLC v. RadioShack Online OPCO | Etheridge Law Group, PLLC 2600 E. Southlake Blvd., Suite 120 / 324 Southlake, TX 76092 James L. Etheridge Jim@EtheridgeLaw.com Ryan S. Loveless Ryan@EtheridgeLaw.com Travis L. Richins Travis@EtheridgeLaw.com | <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 |
|---------------------------------|--|
|---------------------------------|--|

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: