Date Filed: 4/10/2024

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

STEIN MART ONLINE, LLC, a Delaware limited liability company,

Case No.

innited hability 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 STEIN MART ONLINE, 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**.
- 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, FL 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

brich@bergersingerman.com 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 STEIN MART ONLINE, 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.

1001735-1

WITNESSES:

ASSIGNOR:

STEIN MART ONLINE, LLC

By: Maya Burkenroad Title: Authorized Signatory

WITNESSES:

ASSIGNEE:

Joseph Luzinski

## STATE OF VIRGINIA

## COUNTY OF AUGUSTA

I hereby certify that on this 2 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 STEIN MART ONLINE, LLC as ASSIGNOR, and not individually. He/she is personally known to me or has produced RDL 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

Notary Public

Richard Anthony Pannell NOTARY PUBLIC REGISTRATION # 7578673 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES January 31, 2028

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STA	IL	Ur	$\Gamma$ L	UKI	DA

COUNTY OF BROWARD

I hereby certify that on this 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 STEIN MART ONLINE, 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 STEIN MART ONLINE,

LLC

STATE OF VIRGINIA

COUNTY OF AUGUSTA

Sworn to and subscribed on this 2 day of February 2024, by Maya Burkenroad as Authorized Signatory of STEIN MART ONLINE, LLC, the Assignor, who is personally known to me or has produced PROC 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

Richard Anthony Pannell NOTARY PUBLIC REGISTRATION # 7578673 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES January 31, 2028

## 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 day of February, 2024, by Joseph Luzinski of Development Specialists Inc., Assignee, who is personally known to me or has produced as identification.

Notary Public

My commission expires:

MARC FOR MISSION STATE OF FLORIDAM

#### SCHEDULE A - CREDITOR LIST

#### 1. SECURED CREDITORS:

Name Address Amount Collateral Whether or not disputed See attached STEIN MART ONLINE, LLC Schedule A Support.

### 2. WAGES OWED:

Name Address Amount Whether or not disputed See attached STEIN MART ONLINE, LLC Schedule A Support.

#### 3. CONSUMER DEPOSITS:

Name Address Amount Whether or not disputed See attached STEIN MART ONLINE, LLC Schedule A Support.

#### 4. LIST OF ALL TAXES OWED:

Name Address Amount Whether or not disputed See attached STEIN MART ONLINE, LLC Schedule A Support.

## 5. UNSECURED CLAIMS OWED:

Name Address Amount Whether or not disputed See attached STEIN MART ONLINE, LLC Schedule A Support.

#### 6. LEASES:

See attached STEIN MART ONLINE, LLC Schedule A Support.

#### 7. OWNERS OR SHAREHOLDERS:

Name Address Percentage of ownership See attached STEIN MART ONLINE, LLC Schedule A Support.

## 8. LIST ALL PENDING LITIGATION AND OPPOSING COUNSEL OF RECORD:

Style Parties Opposing Counsel of Record See attached STEIN MART ONLINE, LLC Schedule A Support.

## Schedule A1: Secured Creditors (as of 2.13.2024)

## Schedule A2: Wages Owed (as of 2.13.2024)

## Schedule A3: Consumer Deposits (as of 2.13.2024)

	Schedule A4: Taxes (as of 2.13.2024)						
Vendor	Dept	Address	Email Address		Total Open Balance	Disputed Amount/ Payment Plan?	
Alabama	Dept of Revenue	Montgomery, AL 36132-7820		\$	67.85		
Arkansas	Dept of Tax and Administration	Little Rock 72203-3566 AR		\$	52.79		
Delaware	Division of Corporations	Division of Corporations John G. Townsend Bldg. 401 Federal Street, – Suite 4 Dover, DE 19901		\$	300.00		
Florida	Dept of Revenue	1415 W Highway 90 STE 115. Lake City 32055- 0419 FL		\$	3,335.60		
Indiana	Dept of Revenue	100 Senate Ave. Indianapolis 46204-2253 IN		\$	83.76		
Mississippi	Dept of Revenue	PO Box 23075 Jacksonville 39225-3075 MS		\$	137.79		
North Dakota	Office of State Tax Commissioner	600 E. Boulevard Ave. Bisnarck 58505-0552 ND	collectionstax@nd.gov	\$	1,089.50		
Texas	Dept of Revenue	101 East 15th St. Austin 78778 TX		\$	22,711.18		
Virginia	Dept of Revenue	400 N 9th St. Richmond 23219 VA		\$	24.72		

	Schedule A5: Unsecured Creditors (as o	of 2.13.2024)	
Vendor	Address	Email Address Total Open Balance	Disputed Amount?
Adel Sayegh		\$250,000.00	
			П
Allan Vanderheyden		\$50,000.00	
Aneet Sharma		\$50,000.00	
Anna Simpson		\$625,000.00	
Archit Sanghvi		\$50,000.00	
Arron Renfrew Ben Perkins		\$350,000.00 \$100,000.00	$\dashv$
Dell Ferkills		\$100,000.00	
Bruce St. John		\$150,000.00	
Bryan Stahl		\$50,000.00	
Bryce Waite		\$150,000.00	
Casey Weade		\$50,000.00	
		4	
CHIEH WU		\$60,000.00	
Chris Shelby		\$50,000.00 \$60,000.00	
Darin Letzring Dhruve Devani		\$100,000.00	$\dashv$
Diego Semper		\$100,000.00	
Dinesh Gauba		\$200,000.00	
Edwin G Hatter		\$100,000.00	$\Box$
ERIC B LOBDELL		\$50,000.00	
Eric Gonsher		\$100,000.00	
Gayla Clark		\$50,000.00	
George Caravousanos		\$25,000.00	
Greg Halford		\$50,000.00	
Hanny Sunarto		\$50,000.00	<u> </u>
Hans Box		\$50,000.00	
James L. Jacobs II Jerel Tomasello		\$250,000.00	$ \dashv$
Jon Jasniak		\$50,000.00 \$50,000.00	-
JuanCarlos Redero		\$50,000.00	-H
Judirearios Redeio		<del>\$20,000.00</del>	
Justin Donald		\$200,000.00	
Kody Yates		\$50,000.00	Ц
Marc Carr		\$100,000.00	
Marco Santarelli		\$1,400,000.00	
Mario Sturion		\$50,000.00	П
IVIATIO SCUTTOTI		\$30,000.00	
Mark Rogers		\$100,000.00	
Maulin Patel		\$25,000.00	
Michael Petersen		\$250,000.00	
Michael Thomas Taylor		\$25,000.00	
Nathan Jessop Nisha Gupta		\$50,000.00 \$375,000.00	$\Box$
Nisna Gupta Parmeet Singh Chaddha		\$300,000.00	
Paul Nash		\$150,000.00	-
Rajesh Gupta		\$1,050,000.00	
Rebecca Elizabeth Switzer		\$350,000.00	
Rebecca Pena Reyes		\$150,000.00	
· · · · · · · · · · · · · · · · · · ·		, =30,000.co	
Retail Ecommerce Ventures LLC		\$4,319,257.81	
Richard Jessop		\$1,370,000.00	
Samir Lavani		\$150,000.00	
		7133,000.00	
Sanjay Panjwani		\$150,000.00	
Scott Francis		\$50,000.00	
Scott Hatter		\$50,000.00	
Scott London		\$50,000.00	

	Schedule A5: Unsecured Creditors (as of 2.13.2024)	
Vendor	Address Email Address Total Open Balance	Disputed Amount?
Sukumar Setty	\$50,000.00	
Sumeet Sharma	\$50,000.00	П
Sunil Lavani	\$50,000.00	
Tamar Hermes	\$75,000.00	
Tara Jackson	\$50,000.00	H
Vendor:1002 Ocean Tailer Inc /		
HomeRoots - DS	\$1,073.54	
Vendor:1057 Insight New York - DS	\$1,915.17	
Vendor:1074 INUSA - DS	\$24.53	
Vendor:11 24/7 Comfort Apparel - DS	\$16,926.31	
Vendor:113 Alto Global Processing	-\$385.00	
Vendor:1159 Jean Claude Jewelry - DS	\$558.54	
Vendor:1177 Jewels For Hope - DS	\$419.88	
Vendor:12 26 International - DS	\$241.54	
Vendor:1243 Kaktus Sportswear Inc. - DS	\$1,645.60	
Vendor:1277 Klaviyo	\$85,716.96	
Vendor:1322 LCG Sales Inc - DS	\$812.86	
Vendor:1323 Miley + Molly - DS	\$2,316.95	
Vendor:134 American Dakota - DS	\$274.76	
Vendor:1366 London Times - DS	\$18,142.41	
Vendor:1374 LORK LLC Kroll Creations - DS	\$547.08	
Vendor:1387 Lucent Jewelers Inc DS	\$2,357.90	
Vendor:1389 Lucky88 Enterprises LLC DBA Lumaprints - DS	\$15,480.31	
Vendor:1399 LXR LUXE INC - DS	\$4,204.75	
Vendor:1408 Magid Inc DS	\$1,830.72	
Vendor:1447 Marina Dresses (Jump Design Group Inc.) - DS	\$41.80	
Vendor:1529 Milk & Roses - DS	\$765.70	
Vendor:1630 Notations - DS	\$12,202.48	
Vendor:1678 OttLite - DS	\$747.78	
Vendor:1681 R2 International Inc DS	\$4,396.19	
Vendor:1688 P. Sherrod - DS	\$702.35	

	Schedule A5: Unsecured Creditors (as of 2.13.2024)			- · · ·
Vendor	Address	Email Address	Total Open Balance	Disputed Amount?
Vendor:1746 Pinterest			\$5,132.06	
Vendor:1784 Princess Gabreila Boutique - DS			-\$6.65	
Vendor:1888 Riskified			\$2,272.01	
Vendor:1891 Rizzy Home - DS			\$31.52	
Vendor:1894 RM Richards - DS			\$14,720.27	
Vendor:1907 Rock Flower Paper - DS			\$57.93	
Vendor:1947 Safavieh Intl LLC - DS			\$7,167.62	
Vendor:204 Athra Jewelry - DS			\$474.65	
Vendor:207 AtrioHill - DS			\$33.25	
Vendor:208 Attentive Mobile Inc.			\$343,568.96	
Vendor:21 88 International - OI			\$13,249.30	
Vendor:2107 Southern Enterprises LLC - DS			\$4,237.76	
Vendor:211 Aura - DS			\$42.75	
Vendor:2168 Studio One - DS			\$114.04	
Vendor:22 88 International - DS			\$444.03	
Vendor:221 Ava James - DS			\$38.88	
Vendor:224 Avenue Zoe - DS			\$7,826.21	
Vendor:229 AW Items - DS			\$299.24	
Vendor:2299 The Vegan Warehouse - DS			\$1,135.25	
Vendor:2332 Tradefull			\$16,944.88	
Vendor:2355 Truly Contagious - DS			\$7,145.83	
Vendor:236 Baby Signature DBA Dainty Home - DS			\$332.19	
Vendor:2364 TX USA Corporation - DS			\$869.14	
Vendor:2381 Uma - DS			\$213.75	
Vendor:2389 Unique USA Inc - DS			\$547.83	
Vendor:2393 UPS			\$2,485.33	

	Schedule A5: Unsecured Creditors (as of	2.13.2024)		
Vendor	Address	Email Address	Total Open Balance	Disputed Amount?
Vendor:242 Bali ELF - DS			\$10,340.75	
Vendor:2442 Village Thrive Co - DS			\$669.59	
Vendor:2453 Virtual Worker Now			\$21,955.06	
Vendor:2474 Wear Abouts Apparel - DS			\$2,506.00	
Vendor:2499 White Bear Trading Co DS			\$79.49	
Vendor:2502 White Mark Universal - DS			\$1,713.97	
Vendor:2510 Widgeteer Inc DS			\$94.66	
Vendor:2540 XCEL-CT MFG LLC - DS			\$7,146.24	0
Vendor:2544 Yoki Group - DS			\$979.58	
Vendor:2547 Zac & Rachel / E-Lo - DS			\$6,691.48	
Vendor:2554 ZAR GROUP - DS			\$12,278.75	
Vendor:2576 ZZ Fashion Corp DS			\$6,459.56	0
Vendor:2631 BeoCare - DS			\$1,234.53	
Vendor:2632 Cynthia Janine Dilworth			\$500.00	
Vendor:2633 Delmar Manufacturing - DS			\$5,832.05	
Vendor:2636 Evelyne Marks			\$500.00	
Vendor:2637 GK Trading - DS			\$237.02	
Vendor:2638 iMedia NY Inc - DS			\$394.79	
Vendor:2639 Iris Fashion - DS			\$406.87	
Vendor:2640 KP Apparel - DS			\$189.05	
Vendor:2642 M-Linens - DS			\$712.17	
Vendor:2643 Madison Lifestyle LLC - DS			\$407.32	
Vendor:2644 Meghan Inc - DS			\$12,163.85	
Vendor:2645 Oksana Katchanovski			\$500.00	
Vendor:2647 Peking Handicraft - DS			\$96.00	
Vendor: 2648 Savoy Active - DS Vendor: 2650 Sienna Rose - DS			\$1,333.79 \$341.05	
Vendor:2650 Sienna Rose - DS  Vendor:2651 Triangle Home				
Fashions - DS			\$35,651.53	Ш

	Schedule A5: Unsecured Creditors (as o	f 2.13.2024)		
Vendor	Address	Email Address	Total Open Balance	Disputed Amount?
Vendor:2652 Wigzi LLC - DS			\$10.92	
Vendor:2672 Trakk - DS			\$48.45	
Vendor:2692 A & A Apparel Group LTD - DS			\$1,533.55	
Vendor:2722 Paris Loft, Inc - DS			\$279.77	
Vendor:289 Beth Richards - DS			-\$547.54	
Vendor:291 Better Nights dba Swanwick - DS			\$31.60	
Vendor:2934 Luttrell Investments Inc - DS			\$57.75	
Vendor:2978 Home & More, LLC - DS			\$810.34	
Vendor:2979 Feizy Import & Export Company Ltd DS			\$1,963.04	
Vendor:3026 Circle Jay Glass LLC - DS			\$1,657.44	
Vendor:3027 COLLECTIVE STUDIO LLC - DS			\$142.50	
Vendor:3030 Deny Designs LLC - DS			\$519.48	
Vendor:3033 FluffCo, LLC - DS			\$238.73	
Vendor:3037 Gina Group, LLC - DS			\$109.25	
Vendor:3038 Jasco Designs - DS			\$806.74	
Vendor:3050 Global Artisan Products, INC DS			\$179.61	
Vendor:3053 Linum Home Textiles LLC - DS			\$5,555.53	
Vendor:3054 ROMAN & SUNSTONE LLC - DS			\$198.52	
Vendor:3164 BWX Brands USA - DS			\$80.98	
Vendor:3166 Bravity, Corp DS			\$186.82	
Vendor:3184 Dippin' Daisy's			\$982.65	
Vendor:3197 VICKERMAN COMPANY - DS			\$53.04	
Vendor:3206 RAGO FOUNDATIONS LLC			\$145.19	
Vendor:3210 Trinity Parfum inc - DS			\$14.39	
Vendor:3217 BIZ Enterprises - DS			\$199.98	
Vendor:3254 Blingy Sips - DS			\$66.50	
Vendor:3290 Bahagia - DS			\$541.50	
Vendor:3295 Splitz LLC - DS			\$47.02	
Vendor:3319 Benben Apparel - DS			\$332.50	
Vendor:3324 Carolina Pet Company LLC - DS			\$8.80	
Vendor:3325 Suashish Jewels Inc - DS			\$140.16	
Vendor:3327 Bueno of California - DS			\$288.83	
Vendor:3328 Acting Pro Fashion - DS			\$9,778.81	
Vendor:3334 Julia Rose Wholesale - DS			\$6.25	
Vendor:3348 Look at Me Inc DS			\$190.00	
Vendor:3390 JRL Imports Inc - DS			\$2,063.83	

	Schedule A5: Unsecured Creditors (as	of 2.13.2024)		
Vendor	Address	Email Address	Total Open Balance	Disputed Amount?
Vendor:34 Absolute Angel - DS			\$3,328.65	
Vendor:3464 Portmeirion Group USA, Inc DS			\$357.17	
Vendor:3523 Avera Home Goods LLC - DS			\$154.75	
Vendor:376 Bungalow Flooring - DS			\$52.96	
Vendor:421 Champs - DS			\$392.35	
Vendor:4536 Forza Retail LLC			\$4,846.86	
Vendor:469 Classy R Us LLC - DS			\$726.79	
Vendor:472 ClaudiaG Collection - DS			\$6,050.45	
Vendor:484 Closet London - DS			\$164.73	
Vendor:542 Crew Knitwear - DS			\$1,053.03	
Vendor:56 Adrienne Vittadini - DS			\$5,064.65	
Vendor:560 Cuwrite LLC			\$15,471.01	
Vendor:565 D & V Philippines Outsourcing			\$266.00	
Vendor:594 Dauplaise Jewelry - DS			\$941.29	
Vendor:618 Decibel Electronics - DS			\$477.27	
Vendor:66 Aft Helm - DS			\$1,541.31	
Vendor:694 E.S. Originals Inc - DS			\$607.59	
Vendor:715 Electric Yoga - DS			\$36.10	
Vendor:749 Eric McCrite Co-Pastry Footwear - DS			\$307.93	
Vendor:78 Aircall			\$34,189.66	
Vendor: 783 Fashion Accents - DS			\$1,469.58	
Vendor:79 AJD Home LLC - DS			\$235.44	
Vendor:847 Freolla LLC - DS			\$168.72	
Vendor:902 Global Product Resources Inc DS			\$15.68	
Vendor:987 Hipimi - DS			\$90.67	
Vivek Bansal			\$350,000.00	
William John Infantine			\$50,000.00	

## Schedule A6: Leases (as of 2.13.2024)

Schedule A7: Owners/Shareholders (as of 2.13.2024)					
Contact Person	Contact Address	Contact Email	Capital Contribution		
Atomic Man LLC					
Andrew Hamilton Griffin					
Benjamin Schmidt					
Brian Bewley					
Charles McLeod					
Cole Maranville					
David Osman					
Douglas Willner					
Grant Magdovitz					
Gudrun Brigitte Schmidt					
James Wesley					
Jean Paul Karangwa					
Justin Donald					
Khashayar Rastan					
Lee Richter					
Marc Catona					
Mario Sturion					
Maulin Patel					
Michael Eischen					
Phil Segal					
Retail Ecommerce Ventures LLC					
Stephen Modell					
Steve Keib					
Tamar Geller					
TL Capital Enterprises LLC					
Tracey Hopkins					
Tyler Burgardt					
Tyler Mikolajcik					

Schedule A8: Pending Litigation and Opposing Counsel of Record (as of 2.13.2024)			
Claimant	Case	Opposing Counsel	Disputed Amount?
ZZ FASHION CORP 5100 Triggs St, Commerce, CA 90022	ZZ FASHION CORP v. DRESS BARN ONLINE, INC.,STEIN MART ONLINE, LLC, RETAIL ECOMMERCE VENTURES	BUCHALTER A Professional Corporation 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-1730 JOSHUA MIZRAHI Email: jmizrahi(ci),buchalter.com	
R & M RICHARDS INC. 1441 Broadway, 4 <sup>th</sup> Floor New York, NY 10018	R & M RICHARDS INC. VS. STEIN MART ONLINE R & M RICHARDS INC. VS. DRESS BARN ONLINE, INC.	Schaeffer & Associates, Attorneys for Plaintiff Elliot Schaeffer, Esq. 255 West 94thStreet New York, New York 10025	

## 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:

1001735-1