

LD7000101251

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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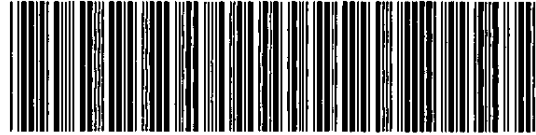
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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FILED
08 JUL 23 PM 12:20
SECRETARY OF STATE
TALLAHASSEE FLORIDA

COVER LETTER

TO: **Registration Section
Division of Corporations**

SUBJECT: COMMON ANTENNA SYSTEMS, LLC
(Name of Limited Liability Company)

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

W. James Mac Naughton

(Name of Person)

(Firm/Company)

150 JFK Parkway, Suite 100

(Address)

Short Hills, NJ 07078

(City/State and Zip Code)

For further information concerning this matter, please call:

W. James Mac Naughton

(Name of Person)

at (732) 634-3700

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

FILED
08 JUL 23 PM 12:20
SECRETARY OF STATE
TALLAHASSEE FLORIDA

COMMON ANTENNA SYSTEMS, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on October 4, 2007 and assigned
Florida document number L07000101251.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

c/o W. James Mac Naughton

150 JFK Parkway, Suite 100

Short Hills, NJ 07078

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

P.O. Box 560

Summit, NJ 07902-0560

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Thomas Cannon

New Registered Office Address:

1404 Overbrook Drive

(Enter Florida street address)

Ormond Beach

(City)

Florida 32174

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

Thomas Cannon
(If Changing Registered Agent, Signature of New Registered Agent)

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager
MGRM = Managing Member

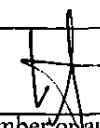
<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGMR	Scott V. Heron	6025 Pitch Pine Drive Orlando, FL 332819	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGMR	W. J. Mac Naughton Keogh Trust	150 JFK Parkway Suite 100 Short Hills, NJ 07078	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGR	W. James Mac Naughton	150 JFK Parkway Suite 100 Short Hills, NJ 07078	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
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			<input type="checkbox"/> Add <input type="checkbox"/> Remove

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Scott Heron has falsely claimed that the management of this limited liability company is governed by an operating agreement dated December 3, 2007. It is not. Self explanatory correspondence addressing Mr. Heron's claim is attached.

FILED
08 JUL 23 PM 12:21
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Dated July 17, 2008



Signature of a member or authorized representative of a member
W. James Mac Naughton

Typed or printed name of signee

W. JAMES Mac NAUGHTON, ESQ.

Attorney at Law

100 JFK Parkway • Suite 100
Short Hills, New Jersey 07078
email: w.j.mac.naughton@att.net

Phone (732) 634-3700

Fax (732) 634-7499

April 17, 2008

By Email and Regular Mail

Scott Heron
6025 Pitch Pine Drive
Orlando, FL 32819

Re: Common Antenna Systems, LLC

Dear Scott:

I am writing to follow up on my letter to you of April 16. Since I have not received your letter of resignation, I am assuming you continue to claim to be a manager of the Company. However, for the reasons set forth below, you are fired effective immediately and are to have nothing further to do with the business of the Common Antenna Systems, LLC (the "Company").

When we formed the Company, it was our agreement that we would be equal partners, meaning we would make equal cash capital contributions to the Company, provide our respective services without charge and have an equal vote in the Company's operations. I prepared and delivered to you on December 3, 2007 an Operating Agreement that memorialized that agreement. You never signed it, nor did you sign a subsequent revision I delivered to you earlier this month. Thus in the absence of an operating agreement, the Company is a "member-managed company" by operation of F.S.A. 608.422(1) and our respective rights and responsibilities are dictated by Chapter 608 of the Florida Statutes concerning limited liability companies.

Each of us invested \$15,000 when the Company bought the Arden Villas system from FTS. I subsequently deposited an additional \$18,000 into the McCoy Federal account when we opened it in January. We agreed that \$3,000 spent by Direct Cable to promote the Company's business would be treated as an additional capital contribution by you. (I would now like to see the documentation supporting those claimed expenditures.) You advised me that you had contributed an additional \$7,500 in capital by making a deposit in the McCoy Federal account on February 29. The McCoy Federal records confirm this deposit. Thus your total capital contribution as of March 1, 2008 appears to be \$25,500. My total capital contribution was and remains \$33,000. Under F.S.A. §608.402(6), these were our respective capital accounts (the "Capital Account").

Your contribution has been reduced by the numerous withdrawals you made from your Capital Account. My best estimate of that amount is \$28,147.18. My calculations are attached. As I indicated in yesterday's letter, I want a full accounting for these withdrawals. If there is any withdrawal that you can show was solely for Company business, then now is the time to present documentation proving that fact. The net effect of your withdrawals is that your Capital Account

Scott Heron
April 17, 2008
Page 2

now has a negative balance of \$2,647. My Capital Account remains at a positive balance of \$33,000.

You have, at various times, unilaterally tried to inflate the Company's balance sheet by adding on your personal cars (and corresponding car loans) and funds in your personal account at Fairwinds Credit Union to your Capital Account. I told you before that listing your personal cars as a capital contribution to the Company is not acceptable. Contributions must be in cash and cash only – no cars, equipment or tax write offs from Direct Cable.

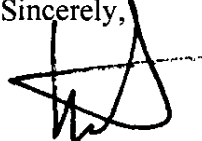
Your personal funds at Fairwinds Credit are precisely that – your personal funds. If and when you deposit those funds into the Company's account at McCoy Federal then they become company funds and a corresponding increase in your Capital Account.

Since you now have a negative balance in your Capital Account, you have no right to share in any of the profits or losses of the Company. F.S.A. §608.4261 provides that in the absence on an operating agreement "profits and losses shall be allocated on the basis of the agreed value, as stated in the records of the limited liability company, of the contributions made by each member to the extent such contributions have been received by the limited liability company *and have not been returned.*" Since you have received all of your capital contribution back – and then some – your share of the profits and losses now stands at zero.

By operation of F.S.A. §608.422(2), your rights as a manager of the Company are co-extensive with your rights to receive profits. The statute provide that "[i]n a member-managed company, unless otherwise provided in its articles of organization or operating agreement: (a) Management shall be vested in its members or elected managing members *in proportion to the then-current percentage or other interest of members in the profits of the limited liability company* owned by all of the members or elected managing members." Simply put, since you now have a negative Capital Account, you have no right to share in the profits and therefore no management rights of any kind in the Company.

Please be advised that I am the only manager of the Company with any legal authority to conduct the Company's business and you are fired. Neither you nor any member of your family is to have anything to do with the Company, effective immediately. The permission I granted you in yesterday's letter to provide routine installation and maintenance and bill or collect from customers is withdrawn. If and to the extent you touch any Company equipment or attempt to collect any Company funds I will regard those as criminal acts and file a complaint with the appropriate authorities.

Sincerely,

A handwritten signature in black ink, appearing to read "W. James Mac Naughton", written over a horizontal line.

W. James Mac Naughton

WJM:ndg

W. JAMES Mac NAUGHTON, ESQ.

Attorney at Law

100 JFK Parkway • Suite 100
Short Hills, New Jersey 07078
email: w.j.mac.naughton@att.net

Phone (732) 634-3700
Fax (732) 634-7499

April 17, 2008

By Email and Regular Mail

Scott Heron
6025 Pitch Pine Drive
Orlando, FL 32819

Re: Common Antenna Systems, LLC

Dear Scott:

I have completed my review of the account held by Common Antenna Systems, LLC (the "Company") at McCoy Federal Savings, Account number 250996 (the "Account"). As you know, you had signatory authority for the Account from its opening on January 16, 2008 until it was closed on April 21, 2008. I have also reviewed the financial report prepared by Frank Sivard describing his administration of Company business in December, 2008.

I have asked you for an accounting (several times) to show how you handled the Company's money. I have not received that accounting. I am writing to give you once last opportunity to deliver that accounting before I pursue my legal remedies against you.

I am proceeding on the assumption that you put \$22,500 into the Company and withdrew \$30,226.16 for your own personal use, leaving your capital account with a -\$7,726.16 balance. If my assumption is correct, then it is my position that the \$4,000 check you wrote to Direct Cable on April 16, 2008 (Check No. 180) was theft of Company money.

Attached please find the following documents:

1. Copies of checks written on the Account that appear to be solely for your personal use and purposes;
2. Copies of all Account statements from McCoy Federal. I have highlighted the automatic withdrawals that appear to be solely for your personal use and purposes; and
3. A current statement of your capital account in the Company.

The door is still open for you to show me that you put an additional \$3,000 in capital into the Company by way of providing equipment through Direct Cable. You will need to give me a full description of that equipment, its current location, any invoices related to the equipment and its value before I accept your claim.

The door is still open for you to show me that the expenditures you made from the Account described in paragraphs 1 and 2 above were made for legitimate company business.

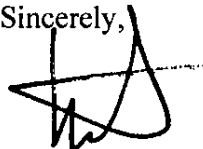
Scott Heron
May 5, 2008
Page 2

You will need to give me a full description of the goods or services, who provided them, copies of invoices and a description of the current location of any tangible property.

If I do not receive your accounting by close of business on Monday, May 12, I will proceed on the basis that your capital account is as stated in the attached document.

I will not proceed with any further settlement discussions until you either provide me with the requested accounting or concede that the attached capital account statement is accurate.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. James Mac Naughton', with a stylized, looped flourish at the end.

W. James Mac Naughton

WJM:ndg
Encl.

W. JAMES Mac NAUGHTON, ESQ.

Attorney at Law

100 JFK Parkway • Suite 100
Short Hills, New Jersey 07078
email: w.j.mac.naughton@att.net

Phone (732) 634-3700
Fax (732) 634-7499

June 11, 2008

By Email

Scott Heron
6025 Pitch Pine Drive
Orlando, FL 32819

Re: Common Antenna Systems, LLC

Dear Scott:

I have received your email of June 5 and your "expense analysis." I accept your statement in the "expense analysis" that \$12,764.32 were withdrawals from your capital account (none of which were known to or authorized by me). I also accept that the check payable to FTS in the amount of \$5,625.26 was for a legitimate company expense.

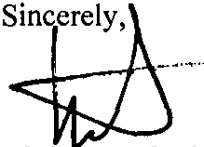
However, you have not provided the kind of accounting I requested in the letter I emailed to you on May 5. Specifically, you have not provided any documentation to support your claims that the withdrawals allocated to your capital account were for legitimate company expenses. Such documentation would include, but not be limited to, copies of invoices and some demonstration that the allocation of withdrawals between company and personal expenses, e.g. cell phone, bears some resemblance to reality.

Nor have you provided any explanation for approximately thirty five (35) withdrawals totaling more than \$3,700. Attached please find a list that highlights the withdrawals you made (and charged to your capital account) for which no explanation has been provided.

I am writing to give you one final opportunity to show that the expenditures allocated to your capital account were for legitimate company business. As I said to you before, you will need to provide copies of invoices and a description of the current location of any tangible property.

There will be no settlement discussions until you either provide me with the requested accounting or agree that the attached capital account statement is accurate.

Sincerely,



W. James Mac Naughton

WJM:ndg
Encl.

W. JAMES Mac NAUGHTON, ESQ.

Attorney at Law

100 JFK Parkway • Suite 100

Short Hills, New Jersey 07078

email: w.j.mac.naughton@att.net

Phone (732) 634-3700

Fax (732) 875-1250

July 10, 2008

By Email and Regular Mail

Scott Heron

6025 Pitch Pine Drive

Orlando, FL 32819

Re: Common Antenna Systems, LLC

Dear Scott:

I have received your letter of July 8 and the enclosures. You will receive the requested accounting once the \$200 money order has cleared. I am writing this letter to memorialize my disagreements with you.

The W. James Mac Naughton Employee Profit Sharing Plan and Trust (the "Secured Party") does not need your consent to proceed with the private sale referred to in the Notice of Disposition of Collateral dated July 2, 2008 (the "Notice"). The prospective purchasers have reviewed all of your correspondence and public filings and are nonetheless willing to proceed under the current state of affairs. If you think you have the right to block the sale, then you will need to obtain a court order stopping it. Otherwise the Secured Party will proceed as described in the Notice.

You and I are not parties to any Operating Agreement for Common Antenna Systems, LLC (the "Company"). You labor under the mistaken belief that you and I have entered into a contract because you signed a piece of paper that has a reproduction of my signature on it. That is not how contracts are created.

The Florida Supreme Court set forth the rules for contract formation in *Kendel v. Pontious*, 261 So.2d 167, 169-70 (1972):

The acceptance of an offer, to result in a contract, must be . . . in the mode, at the place, and within the time expressly or impliedly required by the offer. . . The proposer has the right to dictate terms in respect to the time, place, and manner of acceptance, and when he does so, like other terms, they must be complied with.

On December 3, 2007, I sent you an email offering to enter into an Operating Agreement dated December 3, 2007. A copy of that email is attached. As I stated in the email, your acceptance of my offer was conditioned upon the following – "Please execute and return your execution page to me by fax." You never did that. Indeed you have never delivered to me in any form the Operating Agreement dated December 3, 2007 executed by you. Simply put, you have to do more than just counter-sign a contract, you

Scott Heron
July 10, 2008
Page 2

have to *deliver it in the manner stated in the offer* – “return your execution page to me by fax.” That never happened.

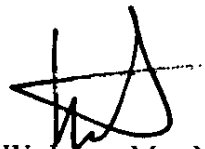
I am not bound by the Operating Agreement dated December 3, 2007. But don't take my word for it. Go get your own legal advice, particularly before you do something criminally stupid like represent to the Division of Corporations, the Department of Revenue or anybody else that there is a binding Operating Agreement in effect between us.

The UCC-1 filed May 8, 2008 grants a security interest to Geraldine B. Heron in your membership interest in the Company and certain equipment of “Arden Villas Apartments.” There is no security interest held by Geraldine B. Heron in the Collateral described in the Notice for two reasons. The first is that –as the form itself makes clear – you have to list “the exact legal name” of the debtor. “Arden Villas Apartments” is not the Company's legal name. The second is that the Company must, by separate agreement, grant a security interest in its assets to the Secured Party. The Security Agreement you filed is only between you and your mother – not the Company and your mother. But again, do not take my word for it. Go get your own legal advice.

Scott, you have lied to me, stolen from me, insulted and threatened me and insulted and threatened my friends and family. At this point, you are only going to get what you are entitled to under the law and nothing more.

In my view, neither I, the Company, the Secured Party, Thomas Cannon nor anyone else associated with the Company owes you anything. In my view, you owe the Company over \$4,000. But don't take my word for it. Go get your own legal advice because the only way you will ever see any money from me is if I am ordered to pay it by a court of competent jurisdiction. And if you do try to “take matters into your own hands” outside of the legal process, I will file criminal charges and see to it that you go to jail.

Sincerely,

A handwritten signature in black ink, appearing to be 'W. James Mac Naughton', written over a horizontal line.

W. James Mac Naughton

WJM:ndg
Encl.