

L13000061457

(Requestor's Name)

(Address)

(Address)

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☐ PICK-UP

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☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2014 JUN 10 10:00 AM
FBI - MEMPHIS

B. BOSTICK

JUN 10 2014

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: ReJUVASTAMP LLC.
(Name of Limited Liability Company)

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

Please return all correspondence concerning this matter to the following:

Claire A. Marquez
(Name of Person)

Divine Beauty / ReJUVASTAMP.
(Firm/Company)

9 Island Ave.
(Address)

Miami, Florida 33139
(City/State and Zip Code)

For further information concerning this matter, please call:

Claire Marquez at (505) 316-0088
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

\$25.00 Filing Fee and Certificate of Dissolution

— \$55.00 Filing Fee, Certificate of Dissolution &
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 DISSOLUTION
FOR
A LIMITED LIABILITY COMPANY**

1. The name of a limited liability company is

RejuvAStamp LLC

2. The Articles of Organization were filed on MAY 7th 2013 and assigned

document number L13000067457

3. The delayed effective date the dissolution if not effective on the date of filing:

(effective date cannot be prior to or more than 90 days later than date document is received for filing)

4. A description of occurrence that resulted in the limited liability company's dissolution pursuant to section 605.0707, Florida Statutes, (copy 605.0707 on back cover letter).

In Operating Agreement
please see ATTACHMENTS
PAGES 1-6

5. If there are no members, enter the name and address of the person appointed to wind up the company's activities and affairs:

6. Signature of an authorized person or if there are no members, the signature of the person appointed and listed above to wind up the company's activities and affairs:

Claire Márquez
Signature

Claire Márquez
Printed Name

FILING FEE: \$25.00

Notice of Limited Liability Company Dissolution

NOTE: This page is optional

This notice is submitted by the dissolved limited liability company named below for resolution of payment of unknown claims against this limited liability company as provided in s. 605.0712, F.S.

This "Notice of Limited Liability Company Dissolution" is optional and is not required when filing a voluntary dissolution.

Name of Limited Liability Company: RejuVA Stamp LLC

Document number of Limited Liability Company is: L13000067457

Date of dissolution was: May 26, 2014

Description of information that must be included in a written claim: In Attachments

1. Violation of Agreement Pages 3-5

2.) Rescind / Cease and desist. pages" 1-2

Mailing address where claims can be sent: (Claims cannot be sent to the Division of Corporations)

A claim against the above named limited liability company will be barred unless a proceeding to enforce the claim is commenced within 4 years after the filing of this notice.

Claire Marquez
Printed Name of the Person Filing

Claire Marquez
Signature of the Person Filing

Fee: No charge if included with Articles of Dissolution. If filed separately \$25.00

May 26, 2014

Mitchell Schwartz, MD
Dorset Street Dermatology, LLC
325 & 329 Dorset Street
South Burlington, VT 05403

Dear Dr. Schwartz:

This letter is served upon you to inform that you have breached numerous terms and articles of the Operating Agreement of Rejuvastamp, LLC ("Agreement"). As a result of your breach, you must cease and desist any relationship and contact with Rejuvastamp, LLC. Your status as a partner in Rejuvastamp has been rescinded due to your numerous violations of the Agreement. Because of your material breach, Claire Marquez ("Ms. Marquez") has the right to terminate the Agreement. Any attempts to work in good-faith have failed thus provoking this letter to be sent.

You signed the Agreement on January 23, 2014 as a Manager and Member to Rejuvastamp, LLC. The violations of the Agreement are numerous and include material breaches such as Section 4.3 Required Member Approval that states:

"Notwithstanding any other provisions of this Agreement, without the written unanimous approval of all Members, the Managers may take no action regarding (i) the development, purchase, or sale, lease, exchange, mortgage, pledge or other disposition of all substantially all of the Company's assets..."

Upon your actions of moving company assets without first obtaining the written unanimous consent of the Members is a clear material breach of the Agreement. This is only a small sample of the numerous violations.

If you continue to maintain status as a partner or continue or attempt to continue any relationship with Rejuvastamp, LLC, pursuant to Section 8.4 of the Agreement, notice to a mediator will take

place to resolve these issues. If mediation does not work, this matter will go to arbitration pursuant to Section 8.4. Ms. Marquez will not hesitate to commence a lawsuit against you if this dispute is not resolved. Ms. Marquez, if necessary, will immediately seek a temporary restraining order in District Court against both you and any of your companies, and will also bring a cause of action for breach of contract and tortious interference with contract against you seeking monetary damages to be proved at trial. Hopefully this recourse is not necessary, but there are interests to protect and will vigorously do so.

You will not receive another warning letter. If you do not confirm in writing by May 31, 2014 that you will cease violating your Agreement with Ms. Marquez, and tortuously interfering with Ms. Marquez's business assets, Section 8.4 of the agreement will be utilized against you immediately. A lawsuit will be filed against you if necessary.

Very truly yours,

Claire Marquez
Rejuvastamp, LLC
CEO & Founder

RECEIVED
MAY 31 2014
CLARE MARQUEZ

May 24, 2014

Mitchell Schwartz, MD
Dorset Street Dermatology, LLC
325 & 329 Dorset Street
South Burlington, VT 05403

Dear Mitchell:

According to the Operating Agreement of RejuvaStamp, LLC, you are in violation of many of the Articles as you will see below.

1.5 Principal Place of Business. The Company's principal place of business is at 877 Bay Esplanade, Clearwater Beach, FL 33767.

Article 2.

(c) **Right to Vote.** Only Members having an Ownership Percentage, as set forth in Section 2.1 (a) above, have the right to vote. Unless a person is approved as a Member, such person does not have the right to vote merely due to having a right to Profit or Loss. A Member's interest in Profit, Loss and Ownership Percentages are independent and separate from one another.

2.3 Manner of Meetings

(a) Meeting

(1) **Right to Call.** Any Manager or any Member or combination of Members whose Membership Interest is five percent (5%) or greater may call a meeting of Members by giving written notice to all Members not less than ten (10) nor over sixty (60) days prior to the meeting. The notice must specify the date of the meeting, the nature or subjects of any business to be transacted and the place of meeting. A Member may waive notice of a meeting of Members orally, in writing or by attendance at the meeting. All meetings may be in person, by a conference telephone line where all Members and the Managers may be heard and may speak or via Skype or other means of teleconferencing.

(4) **Required Vote.** All decisions regarding the change of ownership interests and a Member's rights to profit, loss, ownership or voting, including the decisions in Section 4.3 below, require the unanimous written approval of all Members. Except regarding the above matters, or for which a greater minimum vote is required by the Act or this Agreement, the unanimous vote of all Members present will constitute the act of the Members at a meeting of Members.

ARTICLE 4: MANAGEMENT

4.1 Representative Management. The Company will be managed by a manager or managers. By unanimous consent, the Members from time to time may establish and change the Manager or number of Managers. The names of the Company's Managers are MITCHELL SCHWARTZ and CLAIRE A. MARQUEZ.

4.2 Powers and Authority

(a) General Scope. Except for matters on which the Members' approval is required by the Act or this Agreement, each Manager has full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Article 4.2 (b).

(b) Specific Powers. A Manager is authorized on the Company's behalf to (i) make all decisions as to management of all or any part of the Company's assets and business; (ii) provide all elections to the Company under any federal or state tax law or regulation; (iii) file necessary tax returns or reports or both; and (iii) direct all of the bank accounts and financial affairs of the Company.

4.3 Required Member Approval. Notwithstanding any other provisions of this Agreement, without the written unanimous approval of all Members, the Managers may take no action regarding (i) the development, purchase, or sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the Company's assets; (ii) the borrowing of money and granting security interests in the Company's assets (including loans from Members); (iii) the prepayment, refinancing or extension of any mortgage affecting the Company's assets; (iv) the compromise or release of the Company's claims or debts; (v) all promissory notes, mortgages, deeds of trust, security agreements and other similar documents; (vi) all articles, certificates and reports pertaining to the Company's organization, qualification and dissolution; (vii) incurring a liability for the Company exceeding ten thousand (\$10,000.00) dollars without first obtaining the written unanimous consent of the Members.

4.4 Manner of Acting. After a Manager obtains any necessary approvals from the Company Members as required under this Agreement, either Manager may, for the Company, execute and deliver (i) all contracts, conveyances, assignments, leases, subleases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (ii) all checks, drafts and other orders for the payment of the Company's funds; and (iii) all other instruments of any kind or character relating to the Company's affairs.

4.6 Majority of Managers Required. When over one Manager is serving for the Company, a majority of the Managers' approval is required for any decision or act made by the Manager. If two Managers are serving, a unanimous consent is required for any such act.

4.7 Fiduciary Duties.

(c) Self-Dealing. A Manager may not enter into a business transaction with the Company regardless of the transaction.

Self-dealing is the conduct of a trustee, an attorney, a corporate officer, or other fiduciary that consists of taking advantage of his position in a transaction and acting for his own interests rather than for the interests of the beneficiaries of the trust, corporate shareholders, or his clients. Self-dealing may involve misappropriation or usurpation of corporate assets or opportunities. Self-dealing is a form of conflict of interest.

ARTICLE 5: RECORDS AND ACCOUNTING

5.1 Maintenance of Records.

(a) **Required Records.** The Managers will maintain at the Company's principal place of business (see 1.5) such books, records and other materials as are reasonably necessary to document and account for its activities, including, without limitation, those required to be maintained by the Act.

(5) Copies of the Company's financial statements for the three (3) most recent years

(b) **Member Access.** A Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities. Exercising such rights will be at the requesting Member's expense.

5.2 Financial Accounting

(a) **Accounting Method.** The Company's general method of accounting shall be on the cash basis under standard accounting methods applicable under Subchapter K of the Code. If the Company is inventory based, the appropriate method shall be applied as required by the Code. Such methods shall be in a consistent manner, and shall accurately reflect all Company transactions. The accounting records shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived with the operation of the Company business under accepted accounting principles.

(d) **Salaries.** Claire and Mitchell shall each receive a gross salary of five thousand (\$5,000.00) dollars monthly and that shall continue until the Members unanimously approve of an increase or decrease in each person's salary. The Company's Certified Public Accountant ("CPA") shall determine whether any person receiving compensation from the Company for services performed as an employee or an independent contractor for purposes of the Company abiding by the Code to withhold taxes for payment to the U. S. Treasury, if required.

5.3 Reports.

(a) **Members.** When practicable after the close of each Taxable Year, the Manager will prepare and send to the Members such reports and information as are reasonably necessary to (1) inform the Members of the results of the Company's operations for the Taxable Year, (2) enable the Members to completely and accurately reflect their distributive shares of the Company's income, gains, deductions, losses and credits in their federal, state and local income tax returns for the

appropriate year, and (3) value the Company and report said valuation to the Members.

(b) **Periodic Reports.** The Manager will complete and file any periodic reports required by the Act or the law of any other jurisdiction in which the Company is qualified to do business or is doing business.

(k) **"Contribution"** means anything a Member contributes to the Company as a prerequisite for or for membership, including any combination of cash, property, a promissory note or any other obligation to contribute cash or property or, if allowed by law, personal services.

Sincerely,

Claire A. Marquez
RejuvaStamp, LLC
CEO & Founder

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