

L14000 156754

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

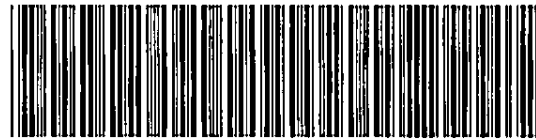
(Business Entity Name)

(Document Number)

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R. WHITE

APR 04 2013

FILED
2013 MAR 28 PM 3:57
CLERK OF COURT
JUDICIAL DISTRICT OF ALABAMA
MONTGOMERY

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Naves Electric South, LLC

Name of Limited Liability Company

DOCUMENT NUMBER: L14000156754

The enclosed Resignation of Registered Agent for a Limited Liability Company and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

John D. Heffling, Esq.

Name of Person

Sonneborn Rutter

Name of Firm/Company

1400 Centrepark Blvd, Suite 400

Address

West Palm Beach, FL 33401

City/State and Zip Code

jdheffling@sonnebornrutter.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

John D. Heffling

Name of Person

at (561) 684-2000

Area Code Daytime Telephone Number

Enclosed is a check made payable to the Florida Department of State for \$85.00 for an active limited liability company or \$25.00 for an administratively dissolved, voluntarily dissolved or withdrawn limited liability company.

MAILING ADDRESS:

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

STREET ADDRESS:

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

STATEMENT OF RESIGNATION OF REGISTERED AGENT FOR A LIMITED LIABILITY COMPANY

Pursuant to the provisions of section 605.0115, Florida Statutes, the undersigned,

Michael Kligerman

, hereby resigns as

Name of Registered Agent

Registered Agent for **Naves Electric South, LLC**

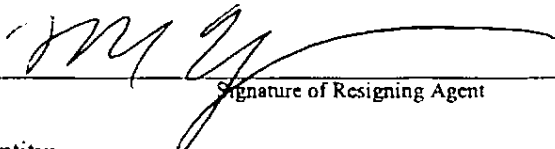
Name of Limited Liability Company

L14000156754

Document Number, if known

A copy of this resignation was mailed to the above listed limited liability company at its last known address.

The agency is terminated and the office discontinued on the 31st day after the date on which this statement is filed.


Signature of Resigning Agent

If signing on behalf of an entity:

Typed or Printed Name

Capacity

FILING FEES:

| | |
|----------|---|
| \$ 85.00 | Active limited liability company |
| \$ 25.00 | Administratively dissolved/ voluntarily dissolved/ withdrawn limited liability company |

Make checks payable to Florida Department of State and mail to:
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

FILED
2019 MAR 25 PM 3:57

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA
CIVIL DIVISION

AMSCOT CORPORATION,

Plaintiff,

v.

Case No. CACE-19-000409

NAVES ELECTRIC SOUTH, LLC
AND ROY KIRKORIAN,

Defendants.

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on:

Naves Electric South LLC
c/o Michael Kigerman
3640-B3 Federal Highway
Lighthouse Point, Florida 33064

DATED on FEB 05 2019

Clerk of the



By: BRENDA D. FORMAN
As Deputy Clerk

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further

warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANTE

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

Rubina K. Shaldjian
Corporate Counsel
Amscot Corporation

P.O. Box 25137
Tampa, Florida 33622-5137
(813) 637-6247
(877) 381-5589 (fax)
Primary e-mail: rshaldjian@amscotfinancial.com
Florida Bar Number: 64466
Attorney for Amscot Corporation

**IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA
CIVIL DIVISION**

AMSCOT CORPORATION.

Plaintiff.

v.

Case No.: CACE-19-000409

NAVES ELECTRIC SOUTH, LLC
AND ROY KIRKORIAN.

Defendant(s).

AMENDED COMPLAINT

Plaintiff, Amscot Corporation ("Amscot"), sues Defendant(s), Naves Electric South, LLC and Roy Kirkorian and alleges:

JURISDICTION AND VENUE

1. This is an action to enforce a negotiable instrument.
2. Damages exceed \$15,000.00, exclusive of court costs, attorney's fees, and interest.
3. Venue lies in Broward County.

PARTIES

4. Amscot is an active Florida corporation whose address and phone number are:

600 N. Westshore Blvd., Suite 1200
Tampa, Florida 33609-1117
(813) 637-6100

5. Naves Electric South, LLC ("Maker") is a limited liability company. At all times relevant to this action, Maker has been registered to business in Florida and whose principal address is:

111 N. Pompano Beach Blvd. Apt 1508

Pompano Beach, FL 33062

6. Roy Kirkorian ("Owner") is an individual who is the owner of the Maker. At all times relevant to this action, Owner has been a resident of Florida and whose principal address is:

111 N. Pompano Beach Blvd. Apt 1508
Pompano Beach FL 33062

FACTS

7. Owner issued and delivered multiple checks from Maker's bank account. A copy of the checks are attached hereto as composite "Exhibit A."

8. The checks totaled \$4,349.17.

9. The checks were subsequently indorsed and cashed with Amscot, whereby Amscot immediately provided Payees with the full amount of the check in cash, less a fee.

10. At the time that Amscot cashed the checks, the checks bore no apparent evidence of forgery or alteration and were not otherwise so irregular or incomplete as to call into question their authenticity.

11. At the time that it cashed the checks, Amscot had no notice that the checks were overdue or had been dishonored or that there was an uncured default with respect to payment of another instrument issued as part of the same series, that the instruments contained an unauthorized signature or had been altered, that the checks were subject to a claim of a property or possessory right in the instruments or their proceeds, or that any party had a defense or claim in recoupment.

12. Amscot took the checks for value, in good faith, and without notice of any defense or claim against them.

13. Amscot deposited the checks for payment; however, the checks were dishonored by the drawee bank and returned due to an uncollected funds hold.

14. Amscot mailed written notice of the returned checks and a demand for payment within thirty (30) days to Maker and Owner. A copy of the written notice is attached hereto as "Exhibit B."

15. Amscot holds the checks and, despite repeated demands for payment, the checks remain unpaid.

16. All conditions precedent occurred or were waived.

LAW

17. Section 673.3011, Fla. Stat. (2018), provides in relevant part that "[t]he term 'person entitled to enforce' an instrument means: (1) The holder of the instrument[.]"

18. Under section 673.3021, Fla. Stat. (2018), a holder of an instrument is a "holder in due course" if:

- (a) The instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity; and
- (b) The holder took the instrument:
 - 1. For value;
 - 2. In good faith;
 - 3. Without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series;
 - 4. Without notice that the instrument contains an unauthorized signature or has been altered;
 - 5. Without notice of any claim to the instrument described in s. 673.3061; and
 - 6. Without notice that any party has a defense or claim in recoupment described in s. 673.3051(1).

19. Additionally, Florida law provides limited defenses to the obligor when the holder is a holder in due course. Specifically, section 673.3051(1)(a) lists the following:

1. Infancy of the obligor to the extent it is a defense to a simple contract;
2. Duress, lack of legal capacity, or illegality of the transaction which, under other law, nullifies the obligation of the obligor;
3. Fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms; or
4. Discharge of the obligor in insolvency proceedings;

20. Section 673.4141, Fla. Stat. (2018), renders the maker an obligor and provides that “(2) [i]f an unaccepted draft is dishonored, the drawer is obliged to pay the draft: (a) [a]ccording to its terms at the time it was issued or, if not issued, at the time it first came into possession of a holder[.]”

21. Furthermore, under section 68.065(3), Fla. Stat. (2018),

(1) In any civil action brought for the purpose of collecting a payment instrument, the payment of which is refused by the drawee because of lack of funds, lack of credit, or lack of an account, ... and where the maker or drawer fails to pay the amount owing, in cash, to the payee within 30 days after a written demand therefor, ..., the maker or drawer is liable to the payee, in addition to the amount owing upon such payment instrument, for damages of triple the amount so owing. ... The maker or drawer is also liable for any court costs and reasonable attorney's fees incurred by the payee in taking the action. ...

(2) The payee may also charge the maker or drawer of the check, draft, or order of payment a service charge not to exceed the service fees authorized under s. 832.08(5) or 5 percent of the face amount of the instrument, whichever is greater, when making written demand for payment. In the event that a judgment or decree is rendered, interest at the rate and in the manner described in s. 55.03 may be added toward the total amount due. Any bank fees incurred by the payee may be charged to the maker or drawer of the check, draft, or order of payment.

Count I: Enforcement of Negotiable Instrument against Maker

22. Amscot realleges and reincorporates paragraphs 1 through 21.

23. Amscot is a holder in due course of the checks and is legally entitled to enforce the checks.

24. Maker is liable to Amscot for payment as the maker (or drawer) of the checks.

Count II: Worthless Check against Maker

25. Amscot realleges and reincorporates paragraphs 1 through 21.

26. Maker issued worthless checks.

27. Amscot holds the checks and is legally entitled to enforce the checks.

28. Maker is liable to Amscot for payment, plus statutory treble damages, court costs, reasonable attorney's fees, and a returned check service charge for each check.

Count III: Worthless Check against Owner

29. Amscot realleges and reincorporates paragraphs 1 through 31.

30. Owner caused worthless checks to be issued from one or more of Maker's bank accounts.

31. At the time Owner caused the worthless checks to be issued, Owner was an Officer/Director of the Maker.

32. At the time the worthless checks were issued, Owner dominated and controlled the Maker and its finances.

33. Writing checks from an account with insufficient funds is improper conduct under Florida Statute 68.065.

34. In writing worthless checks from one or more of Maker's bank accounts, Owner used the corporate form for an improper purpose.

35. The improper use of the corporate form caused injury to Amscot.

36. Amscot holds the checks and is legally entitled to enforce the checks.

37. Owner is liable to Amscot for payment, plus statutory treble damages, court costs, reasonable attorney's fees, and returned check service charge of \$30.00 for each check.

WHEREFORE, Amscot Corporation respectfully requests that this Honorable Court enter a judgment for damages against:

- a) Maker and Owner in the amount of \$4,349.17, plus statutory treble damages in the amount of \$13,047.51, plus attorney's fees and costs; and
- b) any other relief the Court deems just and proper.

Signed on January 31, 2019.

/s/Rubina K. Shaldjian
Rubina K. Shaldjian
Corporate Counsel
Amscot Corporation
P.O. Box 25137
Tampa, Florida 33622-5137
(813) 637-6247
(877) 381-5589 (fax)
Rshaldjian@AmscotFinancial.com
Florida Bar Number: 64466
Attorney for Amscot Corporation

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

RETURN REASON - B
UNCOLLECTED
FUNDS HOLD

[illegible]

↓ Do not endorse or write below this line. ↓

Exhibit A

THIS IS A LEGAL COPY
of your check. You can
use it the same way
you would use the
original check.

RETURN REASON - B
UNCOLLECTED
FUNDS HOLD

UNCOLLECT HOLD

AT THE TIME OF DEPOSIT, THE CHECK WAS DEPOSITED INTO THE ACCOUNT OF THE DEPOSITOR AND THE DEPOSITOR IS RESPONSIBLE FOR THE PAYEE'S ACCOUNT. THE DEPOSITOR IS NOT RESPONSIBLE FOR THE PAYEE'S ACCOUNT.

Pay to the order of: Raphael V Martinez
ONE THOUSAND EIGHT HUNDRED NINETY TWO AND 00/100

Amount: \$1,892.00

Payroll Check Number: 10325
Pay Date: 01/02/2018

Check Number: 10325

Signature: [Signature]

Bank: [Redacted]

[Redacted]

DO NOT WRITE IN THESE SPACES

Signature: [Signature]

Do not endorse or write

This is a LEGAL COPY
of your check. You can
use it the same way
you would use the
original check.

RETURN REASON - B
UNCOLLECTED
FUNDS HOLD

UNCOLLECT HOLD

Pay to the order of
Payee's Name

Christopher Skoomb

ONE THOUSAND ONE HUNDRED FIFTY AND 10/100

\$1,115.15

Payroll Check Number: 10121
Pay Date: 01/02/2018

Robert Castro, Sr.
111 N. Pineapple Bldg One 100
Pompano Beach, FL 33060

Do not endorse or write below this line.

Do not endorse or write below this line.

Do not endorse or write below this line.

Do not endorse or write below this line.

Amscot Corporation
P.O. Box 25137
Tampa, Florida 33622-5137

May 31, 2018

VIA CERTIFIED MAIL

Roy Kirkorian
Naves Electric South LLC
111 N. Pompano Beach Boulevard, Apt. 1508
Pompano Beach, Florida 33062

Re: Dishonored checks/demand for payment

Dear Roy Kirkorian:

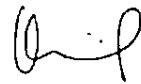
I am an attorney with Amscot Corporation ("Amscot"). Given that all prior collection efforts have failed, this matter was referred to me to take whatever legal action is necessary to protect Amscot's financial interests.

The following notice is being delivered to you in accordance with Section 68.065, Florida Statutes (2018):

You are hereby notified that a checks numbered 50323, 50325, 50328, in the face amount of \$1,342.02, \$1,892.00, \$1,115.15, issued by you on February 2, 2018, drawn upon Citibank, N.A., and payable to Jerome A. Harris, Raphael V. Martinez, and Christopher Slocumb, indorsed by Jerome A. Harris, Raphael V. Martinez, and Christopher Slocumb and cashed by Amscot, have been dishonored. (A copy of the checks is enclosed for your reference.) Pursuant to Florida law, you have thirty (30) days from receipt of this notice to tender payment in cash for the full amount of the dishonored payment instruments, plus a service charge of \$90.00, the total amount due being \$4,439.17. Unless this amount is paid in full within the 30-day period, the holder of the dishonored payment instrument may file a civil action against you (draft attached) for three times the amount of the dishonored instruments, but in no case less than \$50.00, in addition to payment of the dishonored instruments plus any court costs, reasonable attorney's fees, and any bank fees incurred by Amscot in taking the action.

In lieu of tendering payment in cash, you may mail a cashier's check or money order made payable to Amscot for the total amount due. (An envelope is enclosed for your convenience.) If payment is not received within thirty (30) days, Amscot plans to file suit. A draft copy is attached for your reference. Please contact us with any questions at 813-637-6247.

This communication is from a debt collector, attempting to collect a debt. Any information obtained will be used for that purpose.



Rubina K. Shaldjian
Corporate Counsel

Enclosures

cc: James Connors, Director of Collections

Exhibit B