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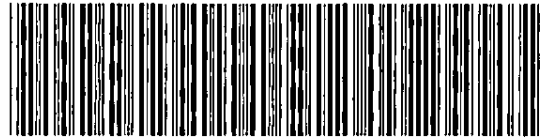
(Business Entity Name)

(Document Number)

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

**DISSOCIATION OR RESIGNATION OF MEMBER, MANAGER FROM
FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

(Pursuant to 605.0216, Florida Statutes)

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: Central Innovative Restaurant Management LLC

2. The Florida document/registration number assigned to this limited liability company is:

L23000010232

3. The date this member/manager withdrew/resigned or will withdraw/resign is: Gerardo Taveras

4. I, Gerardo Taveras, hereby withdraw/resign as a
(Print Name of Person Resigning)

Authorized Member and as Member

(Print Title)

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.

Gerardo A. Taveras

Signature of Dissociating Member or Resigning Manager

Filing Fee: \$25.00 (Required)
Certified Copy: \$30.00 (Optional)

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Central Innovative Restaurant Management LLC

(Name of Limited Liability Company)

The enclosed member, resignation or dissociation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Maria Fernandez Valle, Esq.

(Contact Person)

Maria Fernandez Valle PA

(Firm/Company)

2301 NW 87 Ave. Suite 501

(Address)

Doral, Florida 33172

(City/State and Zip Code)

For further information concerning this matter, please call:

Maria Fernandez Valle, Esq.

(Name of Contact Person)

at (305)

597-9977

(Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:

☐ \$25 Filing Fee

☒ \$55 Filing Fee & Certified Copy

Mailing Address:

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

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of all Claims ("Agreement") is executed this ___ day of September 2023, by Carlos Pereira, (Pereira) and Gerardo Taveras, (Taveras) to resolve any and all claims arising from their business relationship.

**I.
RECITALS**

WHEREAS, "Pereira" means and refers to Carlos Pereira, includes himself, and all of his successors, heirs, legal representatives, principals, agents, or any other related corporations, limited liability companies or business entities, assigns, servants, direct or indirect intended or incidental beneficiaries and all those in privity with it;

WHEREAS, Taveras" means and refers to includes himself, and all of his successors, heirs, legal representatives, principals, agents, or any other related corporations, limited liability companies or business entities, assigns, servants, direct or indirect intended or incidental beneficiaries and all those in privity with it

WHEREAS, Parties" collectively means Pereira and Taveras as defined above;

WHEREAS, Pereira and Taveras are members and authorized members in that certain Florida Limited Liability Company named Central Innovative Restaurant Management LLC ("Company") to provide restaurant operation management services;

WHEREAS, the Company is a member of LCC Hospitality Group LLC, a Florida Limited Liability Company ("LCC") which entered in to a lease to open a restaurant at 4720 NW 85th Ave. Doral, Florida 33166;

WHEREAS, Taveras has worked on a software program and provided funds in the amount of \$ 5,110.58 to the Company;

WHEREAS, the parties wish to terminate, disassociate and resign Taveras membership and management interest in the Company;

WHEREAS, Pereira and the Company agree not to use the software presented by Taveras;;

WHEREAS, the Parties have determined that their respective interests would be best served by completely resolving, compromising, and settling all existing or possible disputes, disagreements and controversies between them without additional delay, or litigation;

WHEREAS, the Parties, after direct negotiations, have agreed upon the terms for the settlement of all claims among them, together with any and all claims that could have been asserted, the terms of which are set forth herein;

WHEREAS, the Parties are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and in consideration of the mutual promises and covenants exchanged, and other good and valuable consideration as set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby acknowledge and agree as follows ") as full and final settlement for all claims, compensatory damages, statutory damages, attorneys' fees and any other damages of any nature arising from the Lawsuit.

II.
PARTICULARS OF THE SETTLEMENT:

A. Pereira will pay Taveras the Settlement Funds, as set forth in Article III of this Agreement, within the time and in the manner delineated therein.

B. Pereira, the Company and LCC agree not to use the software presented by Taveras;

C. Taveras agrees to terminate disassociate and resign his membership and management interest in the Company. Taveras agrees to execute the attached Dissociation or Resignation of Member Document which is attached hereto and made a part hereof and hereby authorizes Maria Fernandez Valle, Esq. to file the document with the Secretary of State of Florida. The document shall be executed by Taveras upon the execution of this agreement by the parties. Maria Fernandez Valle, Esq. shall hold the document in escrow until payment is received by Taveras in the amount of \$ N/A.

D. The recitals in Article I are adopted and incorporated as terms of this Agreement.

III.
PAYMENT OF THE SETTLEMENT FUNDS

A. The Pereira will pay Taveras the following sums \$, 110.30 within five (5) days of the effective date of this agreement:

IV.
RELEASES

A. Release by Taveras: In consideration of the covenants and agreements set forth herein, and subject to the delivery, clearance and receipt of the Settlement Funds, Taveras does hereby remise, release, acquit, exonerate, satisfy, and forever discharge the Pereira, the Company and LCC from any and all claims, actions, causes of action, verdicts, judgments, demands, payments, attorneys' fees, benefits, rights, damages, costs, loss of service, liens, expenses and compensation whatsoever, of every kind, nature and character, which it now has or which may hereinafter accrue on account of or in any way growing out of the Contract or any other transaction or arrangement with the Association from the beginning of time through the date of this Agreement.

V.

ACKNOWLEDGMENT OF DISPUTED CLAIMS

The Parties understand and agree that this Agreement is the compromise of disputed claims. As such, this Agreement is not an admission of liability by any party, and that the Parties, by settling these claims, are putting the Lawsuit to an end for prudent business purposes and for no other reason.

VI. ENTIRE AGREEMENT AND MODIFICATION

This Agreement is the entire understanding among the Parties. It overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement. This Agreement is made without reliance upon any statement or representation of any party hereby released except those contained in this Agreement. If any facts concerning those matters described herein are found hereafter to be other than or different from the facts now believed to be true, the Parties expressly accept and assume the risk of such possible difference in fact and agree that this Agreement shall be and will remain in effect notwithstanding any difference in facts. This Agreement may not be modified except by a writing signed by all the Parties to this Agreement. Any oral or written promises or assurances not contained in this Agreement are waived, abandoned, withdrawn and without legal effect.

VII. NON-DISPARAGEMENT

Each party agrees and covenants that it will not at any time, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other party or its businesses, or any of its employees, officers, members, or any board director or manager or owner.

VIII. GOVERNING LAW AND INTERPRETATION

The language used in this Agreement will be construed as a whole and according to its fair meaning and not strictly construed for or against either party. It is expressly understood and agreed that this Agreement will be governed by and will be construed in accordance with the laws of the State of Florida without regard to its conflict of loss provisions, and that any rule requiring construction of a document against its drafter will not be applied to this Agreement. Throughout this Agreement, the "singular" and "plural" are interchangeable in order to properly reflect the identity of the Parties.

IX. ACKNOWLEDGMENT OF REPRESENTATION BY COUNSEL

The Parties acknowledge that in connection with the negotiation of this Agreement they have been represented by separate, independent and experienced counsel.

X.

REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant that: (1) they each are authorized to enter this Agreement and that (2) the individuals signing this Agreement on behalf of these entities lawfully are authorized to do so.

XI. MISCELLANEOUS

A. Binding Agreement: This Agreement is binding upon all parties and will inure to the benefit of their respective agents, attorneys, officers, directors, shareholders, partners, employees, successors, professional associations, or partnerships, subsidiary corporations, sister corporations, or other related corporations or business entities, privies and assigns.

B. Venue and Jurisdiction: In the event of a breach of this agreement, the Parties agree that the Court in the Lawsuit will retain jurisdiction to enforce this Agreement and to enter appropriate relief including attorneys' fees and costs.

C. Severability: If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable, and cannot be modified to be enforceable, such provision immediately will become null and void, other than as to the release of claims, leaving the remainder of the Agreement in full force and effect.

D. Complete Defense: This Agreement may be pled as the full and complete defense to and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

E. Attorneys' Fees and Costs; Enforcement: Each party will bear his or its own attorney's fees and costs except that if a party defaults in his or its obligations hereunder, the nonbreaching party may seek enforcement. In that event, the prevailing party will be entitled to obtain its reasonable attorneys' fees and all court and collection costs.

F. The Parties have read and understood this Agreement and Release: The Parties acknowledge that: (1) they have read and understand the Agreement's purpose, meaning and effect, (2) have consulted with their own legal counsel before signing the Agreement, (3) the Agreement fully, accurately, and truly sets forth the understanding among the parties and (3) they signed the Agreement knowingly, freely, voluntarily and without duress of any kind.

G. Multiple Counterparts: This Agreement may be executed in one or more copies, including electronic and digital copies and facsimiles, all of which together will constitute and be construed as a single instrument upon delivery and exchange of signed copies by the Parties. Any signature evidenced by electronic, digital, pdf or facsimile signature will have the same legal force and effect as an original ink of the same signature.

H. Headings: Headings are for the convenience of the parties only and do not constitute terms of this Agreement.

I. Acknowledgment: The Parties acknowledge that: (1) they have read the Agreement and understand its purpose, meaning and effect, and have consulted with their legal counsel before signing it and (2) the Agreement accurately sets forth the complete understanding of the parties and was executed knowingly, freely, voluntarily and without duress.

J. Effective Date: The "Effective Date" of this Agreement is the date it becomes fully executed by all of the Parties hereto.

K. Time of the Essence: Time is of the essence in the performance of the terms of this Agreement.

L. Good Faith: The Parties agree that they will act in good faith in carrying out the terms of this Agreement.

M. Notice: Notice under this Agreement is to be given to the Parties through their counsel via email and U. S. Mail as follows:

Taveras:

Pereira : Maria Fernandez-Valle, Esq.
 Century Tower
 2301 N.W. 87th Avenue, Suite 501
 Doral, Florida 33172
 Email: mfv@mfvlawoffice.net

**[The remainder of this page intentionally is left blank;
The Parties' signatures are on the following pages, numbered 8 through 9.]**

Dated: 9/25/23

Carlos Pereira

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by Carlos Pereira, who ☐ is personally known or ☐ has produced _____ as identification.

Notary Public

My commission expires:

Dated: 9/25/23

Gerardo N. Taveras
Gerardo Taveras

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by Gerardo Taveras, who ☐ is personally known or ☒ has produced _____ as identification.

Notary Public