

W180000006147

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

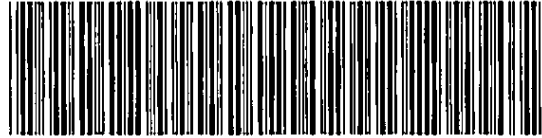
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700314045217

06/04/18--01059--001 **70.00

K. PAGE
JUN 06 2018

FILED
2018 JUN -4 PM 2:50
CLERK OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: HAITIAN CULTURAL ARTS ALLIANCE, INC.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Guy D. Sperduto CPA, PA

Name (Printed or typed)

8963 Stirling Road, Suite 101

Address

Cooper City, FL 33328

City, State & Zip

954-432-0272

Daytime Telephone number

mireillemimi@yahoo.com

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

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION
In compliance with Chapter 617, F.S., (Not for Profit)

ARTICLE I NAME

The name of the corporation shall be: HAITIAN CULTURAL ARTS ALLIANCE, INC.

ARTICLE II PRINCIPAL OFFICE

Principal street address:
225 N.E. 59TH STREET

MIAMI, FL 33137-2111

Mailing address, if different is:

ARTICLE III PURPOSE

The purpose for which the corporation is organized is: A platform for support for Haitian culture and Caribbean culture at large in Miami. We support exhibitions, performance arts, symposiums and conferences promoting Haitian and Caribbean culture; and we also have a French Education program which helps Haitian kids tie Creole to English by helping them understand that French is the link between the two languages.

ARTICLE IV MANNER OF ELECTION

The manner in which the directors are elected and appointed: To be set in By-Laws

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Jean Marie Denis - Title: Board Member

Address: 5919 N.E. Second Avenue
Miami, FL 33137

Name and Title: Tina Cornely - Title: Secretary

Address: 3426 Franklin Avenue
Coconut Grove, FL 33133

Name and Title: Carl Juste - Title: Board Member

Address: 6308 Biscayne Blvd
Apt # C308
Miami, FL 33137

Name and Title: Edouard Duval - Title: CEO

Address: 225 N.E. 59th Street
Miami, FL 33137-2111

Name and Title: _____

Address: _____

Name and Title: _____

Address: _____

RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 JUN -4 PM 2:50

Name and Title: _____ Name and Title: _____

Address: _____ Address: _____

Name and Title: _____ Name and Title: _____

Address: _____ Address: _____

ARTICLE VI REGISTERED AGENT

The **name and Florida street address** (P.O. Box NOT acceptable) of the registered agent is:

Name: Edouard Duval

Address: 225 NE 59th Street

Miami, FL 33137-2111

FILED
2016 JUN -4 PM 2:50
TALLAHASSEE, FLORIDA

ARTICLE VII INCORPORATOR

The **name and address** of the Incorporator is:

Name: Edouard Duval

Address: 225 NE 59th Street

Miami, FL 33137-2111

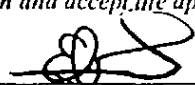
ARTICLE VIII EFFECTIVE DATE:

Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five days prior or 90 days after the filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity



Required Signature of Registered Agent

5/30/18

Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Required Signature of Incorporator

5/30/18

Date

Article IX. In order to meet the organizational test for exemption under section 501 (c) (3), our organizational document, **Articles of Incorporation**, also includes the following provisions:

- a. Our organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- b. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by a organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- c. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

FILED
2018 JUN -4 PM 2:50
CLERK OF STATE
TALLAHASSEE, FLORIDA

AFFIDAVIT OF RELEASE OF CORPORATION NAME

I, ALEXANDRA JEANTY, declare as follows:

1. I am over the age of eighteen (18) and otherwise competent to make this Affidavit.
2. I reside at 5600 NE 4th Avenue, #605, Miami, Florida, 33137.
3. I am the sole Director and Registered Agent of the Florida not-for-profit corporation, Haitian Cultural Arts Alliance, Inc. (Document N17000011573).
4. Pursuant to a Settlement Agreement and General Mutual Release, I have agreed to voluntarily dissolve my Florida not-for-profit corporation, Haitian Cultural Arts Alliance, Inc. (Document N17000011573), and to release the corporation name, Haitian Cultural Arts Alliance, Inc., to Mireille Chancy Gonzalez and the Florida not-for-profit corporation, Alyans Atizay Ayisyen, Inc. (Document N94000003305).
5. Accordingly, I hereby release the name of the Florida not-for-profit corporation, Haitian Cultural Arts Alliance, Inc., to Mireille Chancy Gonzalez and the Florida not-for-profit corporation, Alyans Atizay Ayisyen, Inc. (Document N94000003305).
6. I provide my full consent to Mireille Chancy Gonzalez and the Florida not-for-profit corporation, Alyans Atizay Ayisyen, Inc. (Document N94000003305) to immediately incorporate and use the corporation name, Haitian Cultural Arts Alliance, Inc.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and Release and that the facts stated in it are true and correct.

DATED this 15th day of May, 2018

SIGNATURE



FILED
2018 JUN -4 PM 2:50
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

SETTLEMENT AGREEMENT AND GENERAL MUTUAL RELEASE

This Settlement Agreement and General Mutual Release (the "Settlement Agreement") is entered into on this 10th day of May, 2018, amongst: ALEXANDRA JEANTY, (the "Complainant") and MIREILLE CHIANCY GONZALEZ and ALYANS ATIZAY AYISYEN, INC. D/B/A HAITIAN CULTURAL ARTS ALLIANCE, INC. (the "Respondents") (hereby collectively referred to as the "Parties"). Whereas, the Parties have, amongst themselves, negotiated a complete resolution of any and all disputes, claims or potential claims arising between them and the subject matter of Complainant's wage theft claim (Case No. 2017-12437) against Respondents, and intend, by the terms of this Settlement Agreement, to memorialize the resolution of all disputes, claims or potential claims between the Parties related to this claim.

Now, therefore, the Parties agree as follows:

1. **Acknowledgments.** The Parties expressly represent that they have read this Settlement Agreement and are entering into it freely and voluntarily.
2. **Amendment.** This Settlement Agreement may not be modified, altered or changed except upon express written consent of all Parties.
3. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement amongst the Parties, and fully supersedes any prior agreements or understandings between the Parties, verbal or otherwise.
4. **Severability.** Each provision of this Settlement Agreement is intended to be fully severable. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any Court of competent jurisdiction and cannot be modified to be enforceable, such provisions shall immediately become null and void, leaving the remainder of this Settlement Agreement in full force and effect.
5. **Governing Law.** This Settlement Agreement shall be governed by and construed and enforced under the laws of the State of Florida. Venue and jurisdiction shall lie exclusively in the 11th Judicial Circuit in and for Miami Dade County.
6. **Consideration.** As consideration for this Settlement Agreement and to amicably resolve any and all differences that arose or may arise out of this matter, the Parties specifically agree to perform the following, in order:

- AJ a. Respondents will provide a one-time Settlement Payment to Complainant of two-thousand five hundred dollars (\$2,500.00) upon executing this Settlement Agreement.
- AJ b. Upon receipt of the Settlement Payment, Complainant will file Articles of Dissolution for the Florida not-for-profit corporation, Haitian Cultural Arts Alliance, Inc. (Document Number N17000011573) with the Florida Department of State's Division of Corporation, and will thereafter provide Respondents with an Affidavit releasing the name of the corporation.
- AJ c. Complainant will remove, delete, or wipe out any statements that indicate current affiliation with Alyans Atizay Ayisyen, Inc. d/b/a Haitian Cultural Arts Alliance, Inc., from any electronic mail, television, radio, or computer networks, Internet bulletin boards, blogs, social media, or any other website.
- AJ d. If interested persons contact Complainant and express a belief that Complainant is still affiliated with Alyans Atizay Ayisyen, Inc. d/b/a Haitian Cultural Arts Alliance, Inc., Complainant agrees to inform these interested persons that she is no longer affiliated with Alyans Atizay Ayisyen, Inc. d/b/a Haitian Cultural Arts Alliance, Inc. Furthermore, Complainant will not affirmatively represent or warrant to any interested

SECRETARY OF STATE
TREASURER
FLORIDA


2018 JUN -14 PM 2:50

FILED

persons that she is currently affiliated with Alyans Atizay Ayisyen, Inc. d/b/a Haitian Cultural Arts Alliance, Inc.

7. **Breach of Settlement Agreement.** Should legal action ensue between the Parties for an alleged breach or for enforcement of the Settlement Agreement, the moving party may file an appropriate legal action in the 11th Judicial Circuit for Miami-Dade County. In the event that the Court finds that there was a breach, the prevailing party shall be entitled to recover their reasonable attorneys' fees, costs and expenses, including all appeals related to the breach of this Settlement Agreement.
8. **General Mutual Release.** The Parties unconditionally and irrevocably release, settle, acquit, remise, satisfy and discharge each other and their agents, officers, directors, employees, supervisors, insurers, and attorneys (whether former or present) in their official and individual capacity, their heirs and legal representatives, executors, administrators, assigns, and on behalf of anyone who could claim by and through the Parties, their predecessors and successors in interest, from any and all claims and demands, actions, causes of action, damages, expenses, or costs of whatever nature they have asserted or could have asserted against each other as a result of any and all matters related to this Settlement Agreement, known or unknown.
9. **Non-Admission of Liability:** The Parties understand and agree that neither the payment of any sum of money nor the execution of this Settlement Agreement by the Parties will constitute or be construed as an admission of any wrongdoing or liability whatsoever by any party.
10. **Confidentiality:** The Parties agree that the terms and conditions of this General Release shall remain strictly confidential. The Parties agree, represent, and warrant that they will not disclose to any person or entity, in any manner whatsoever, that offers of settlement were made, the terms and conditions of this Settlement Agreement, or the payment amount under this Settlement Agreement, except: (i) to the extent necessary and required by law to appropriate state or federal governmental tax authorities; (ii) to either Party's tax or financial advisors but only to the extent necessary for financial planning or tax reporting purposes and only if such tax or financial advisors agree to maintain the confidentiality of the Settlement Agreement between Parties, the payment amount under this Settlement Agreement and the terms and conditions of this Settlement Agreement. Failure to abide by this confidentiality agreement by revealing or divulging any of the contents contained herein, except as required by law, violates the terms and conditions for this agreement and will specially expose The Parties to legal action and litigation for causes of action, including, but not limited to, Breach of Contract, Unjust Enrichment, Slander, Defamation, Tortious Interference with Business relationship, and Unfair Business and Trade Practice. It is further agreed that if Complainant directly discloses, discusses or communicates to any entity or person, except attorneys or other professional advisors or her legal spouse, if any, any information whatsoever regarding the existence or terms of this agreement, the breach will specifically result in disgorgement of the Complainant's portion of the settlement payments and any other monetary damage claims that the Respondent may have in law or in equity.
11. **Non-Disparagement:** Each Party, and any individuals or entities acting on their behalf, agrees to not disparage, comment or otherwise remark, whether verbally or in writing, regarding the other Party, or otherwise take any action which can be reasonably expected to adversely affect any Parties' personal or professional reputation. This includes, but is not limited to, any remarks, comments or writings, made to any news organizations, members of the press, and bloggers and/or any remarks, comments, or writings published on internet or media sites, electronic mail, television or radio, computer networks or Internet bulletin boards, blogs, social media, such as Facebook, LinkedIn, Google+, SnapChat, Reddit, Instagram, Pinterest, YouTube, Tumblr, Flickr, WhatsApp, Vine or Twitter, or any other form of communication, in the absence of a Court Order compelling them to do so.

12. Counterparts. For the purposes of this Settlement Agreement, the Parties' signatures by facsimile or e-mail will serve as original signatures. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Settlement Agreement.


ALEXANDRA LEANTY

5/10/18
DATE

MIREILLE CHANCY GONZALEZ

DATE

ALYANS ATIZAY AYISYEN, INC. D/B/A
HAITIAN CULTURAL ARTS ALLIANCE, INC.

DATE

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Dissolution, filed on May 15, 2018, dissolving HAITIAN CULTURAL ARTS ALLIANCE, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N17000011573.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Sixteenth day of May, 2018*

Ken DeFuria

Secretary of State

