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Name Change

COVER LETTER

TO: Amendment Section Division of Corporations

NAME OF CORPOR	Majestic Cleaning ATION:	Services Inc.	
DOCUMENT NUMB	P15000083542 ER:		
The enclosed Articles of	of Amendment and fee are su	bmitted for filing.	
Please return all corres	pondence concerning this ma	tter to the following:	
	Christina Reyes		
-	Majestic Cleaning Services	Name of Contact Person Inc	1
-	9428 Bullfrog Ct.	Firm/ Company	
-	Gibsonton, FL 33534	Address	
-	· · · · · · · · · · · · · · · · · · ·	City/ State and Zip Code	ů.
infore	eyes2020@gmail.com		
	E-mail address: (to be us	sed for future annual report	notification)
For further information	concerning this matter, pleas	se call:	
Christina Reyes		813	550-3107
Name of Contact Person at () Area Code & Daytime Telephone		de & Daytime Telephone Number	
Enclosed is a check for	the following amount made	payable to the Florida Depa	artment of State:
S35 Filing Fee	□\$43.75 Filing Fee & Certificate of Status	□\$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)	☐\$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)
Ame Divis P.O.	ing Address indment Section tion of Corporations Box 6327	Amend Divisio Clifton	Address Iment Section on of Corporations Building Executive Center Circle

Tallahassee, FL 32301

R. MICHAEL DeLOACH, P.A.

ATTORNEY AT LAW P.O. BOX 2349 BRANDON, FLORIDA 33509-2349

Physical Address: 1210 Millennium Parkway

Suite 1001

Brandon, Florida 33511

*R. MICHAEL DeLOACH

*Board Certified Civil Trial Lawyer

*Board Certified Construction Lawyer

*Mediator/Arbitrator

*Also admitted in New Mexico

July 17, 2020

Ms. Susan Tallent Regulatory Specialist Florida Department of State, Division of Corporations P.O. Box 6327 Tallahassee, FL 32314

Re:

Your letter of December 7, 2019, letter number 719A00024862

TELEPHONE: (813)654-3411

FACSIMILE: (813)661-7784 email:michael@deloachlegal.com

website: www.deloachlegal.com

Case of:

Majestic Cleaning Services, Inc.

Your reference number:

P15000083542

Dear Ms. Tallent:

Majestic Cleaning Services, Inc., and its principal, Ms. Christina Reyes, have reached out to me in order to assist them in trying to obtain a name change for Majestic Cleaning Services, Inc. to Reyes Construction, Inc.

Your December 7, 2019 letter disallowed the name change request based upon the fact that Reyes Construction, Inc. "is the same as, or it is not distinguishable from the name of an existing entity", to wit: Reyes Construction, LLC (L04000064970-REYES).

Initially, it is important to note that Reyes Construction, Inc. and Reyes Construction, LLC were allowed to co-exist by the Division of Corporations since August 31, 2004 when Reyes Construction, LLC was approved by the Division, notwithstanding the fact that Reyes Construction, Inc. was already registered and in existence since April 24, 2003, which was prior in time to the Division's approval of Reyes Construction, LLC. These facts of record beg the question, how could the two entities not be "the same as", or "not distinguishable from the name of an existing entity" on August 31,2004, when now in 2020 you are saying the exact opposite?

Moreover, as referenced in Ms. Reyes' email communications to Lee Rivers of your Division, which I have enclosed for your easy reference and wherein your letter is also contained, she was granted the use of the Reyes Construction. Inc.name in a final judgment entered by Denise A. Pomponio, Circuit Judge, on September 5, 2019 in the case of Reyes v. Reyes, 16-DR-

flu de a

Ms. Susan Tallent Fla. Dept of State, Div. of Corp. July 17, 2020 Page 2

010590, 13th Judicial Circuit, Hillsborough County, Florida. I have also enclosed herewith relevant portions of that Marital Settlement Agreement and Final Judgement adopting same.

As previously explained by Ms. Reyes in her emails to Lee Rivers of your Division. Reyes Construction, Inc. was owned by Ms. Reyes and her former husband. Pursuant to the divorce decree, Ms. Reyes signed over the stock of Reyes Construction, Inc. to her former husband in exchange for the exclusive use of the Reyes Construction, Inc. name, which was associated with her General Contractor's license with the Florida DPBR.

In addition, in order to effectuate the requirements of the divorce decree, Ms. Reyes' former husband was required to change the name of Reyes Construction, Inc. which he did to AYA Construction Services, Inc., with your Division's approval on September 23, 2019. AYA Construction Services, Inc. is simply the 2003 Reyes Construction, Inc. with a changed name. This would allow Ms. Reyes to then change the name of another company that she owns and which is registered with your Division, Majestic Cleaning Services, Inc., to Reyes Construction, Inc. so that her DBPR license would remain with an entity named Reyes Construction. Inc. With this accomplished, both Ms. Reyes and her former husband would be in compliance with the terms of the divorce decree as it involved that particular legal requirement.

By refusing to allow the requested name change from Majestic Cleaning Services, Inc. to Reyes Construction, Inc., you are not only frustrating the mandate and intent of a final judgment, but also are taking an inconsistent position with what appears in your Division's own records. I trust that this is merely an oversight and not arbitrary and capricious conduct by the Division.

I strongly urge you to forward this communication to the Division's legal counsel and have that individual contact me without undue delay. Please feel free to have counsel contact me on my cell phone (813) 468-2135 or email michael@deloachlegal.com in order to expedite

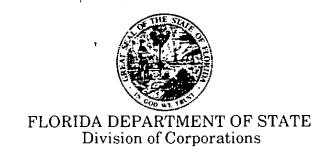
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Respectfully submitted.

Michael DeLoach, Esq., B.C.S.

cc: Ms. Christina Reyes

Lee Rivers corphelp@DOS.MyFlorida.com



December 7, 2019

CHRISTINA REYES
MAJESTIC CLEANING SERVICES INC.
9428 BULLFROG CT.
GIBSONTON, FL 33534

SUBJECT: MAJESTIC CLEANING SERVICES INC.

Ref. Number: P15000083542

We have received your document and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

The document number of the name conflict is L04000064970-REYES CONSTRUCTION, LLC.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Letter Number: 719A00024862

Susan Tallent Regulatory Specialist II

Articles of Amendment , to Articles of Incorporation of

Majestic Cleaning Services Inc

			- 12
(Name of Corporation a	s currently filed with the Florida Dept. of State)	مقر	
P15000083542		بب	
(Document	Number of Corporation (if known)	()	7
Pursuant to the provisions of section 607,1006, Florida States Articles of Incorporation:	tutes, this Florida Profit Corporation adopts the following	g amendmer	บ(ร) เ
A. If amending name, enter the new name of the corporate Reyes Construction Inc.	ration:		
<u> </u>		The new	
name must be distinguishable and contain the word "c "Corp.," "Inc.," or Co.," or the designation "Corp," " word "chartered," "professional association," or the abbi	Inc," or "Co". A professional corporation name must o	bbreviation contain the	
3. Enter new principal office address, if applicable:	1226 Tuxford Dr		
Principal office address MUST BE A STREET ADDRES	<u>SS</u>) Brandon, FL 33511		
			
2. Enter new mailing address, if applicable:			
(Mailing address MAY BE A POST OFFICE BOX)			
	<u> </u>		
	•		
D. If amending the registered agent and/or registered of			
new registered agent and/or the new registered office	ce address:		
W. CM. D. C. LA.	r A		
Name of New Registered Agent		_	
	<i>,</i>		
	(Florida street address)	-	
/			
New Registered Office Address;	, Florida	41. 1. 1	
	(City) (Zip)	Code)	
<i>;</i>			
New Registered Agent's Signature, if changing Register	red Agent: / \ /		
hereby accept the appointment as registered agent. I an			
Simultur	a of New Registered Agent if changing	-	

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

X Remove Y Mike Jones X Add SV Sally Smith Type of Action (Check One) Change	Example: X Change	<u>PT</u>	John Doe		
Type of Action (Check One) Title Name Address 1) Change	X Remove	V	Mike Jones		
(Check One) 1) Change Add Remove 2) Change Add Remove 3) Change Add Remove 4) Change Add Remove 5j Change Add Add Add Remove	X Add	<u>sv</u>	Sally Smith		
AddRemove 2)ChangeAddRemove 3)ChangeAddRemovc 4)ChangeAddRemove 5)ChangeAddRemove		Title	<u>Name</u>		<u>Addres</u> s
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AddRemove 3)ChangeAddRemovc 4)ChangeAddRemove 5)ChangeAddRemove	Remove			NA	
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*	(Be specific)	
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provisions for implementing the amo		
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document's effective date on the Department of State's records.	
Adoption of Amendment(s) (<u>CHECK ONE</u>)	ed as the
The amendment(s) was/were adopted by the shareholders. The number of votes east for the amendment(s) by the shareholders was/were sufficient for approval.	
☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):	
"The number of votes cast for the amendment(s) was/were sufficient for approval	
by" (voting group)	
(voting group)	
☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.	
☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.	
October 31, 2019	
Dated	
Signature	
Signature (By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary) Christina Reyes	
(Typed or printed name of person signing) DIR Christian Region (Title of person signing)	-

IN THE CIRCUIT COURT OF THE TIRTEENTH JUDICIAL CIRCUIT, IN AND FOR HILLSBOROUGH COUNTY, FLORIDA FAMILY LAW DIVISION

IN RE: THE MARRIAGE OF:

ANDRES REYES,

Case No.: 16-DR-010590

Petitioner/Husband,

Division: I

and

CHRISTINA REYES,

Respondent/Wife.

SUPPLEMENTAL FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came to be heard on September 6, 2019, upon the Husband's Verified Petition for Dissolution of Marriage and Other Relief, and the Counterpetition to the Answer to the Husband's Verified Petition for Dissolution of Marriage and Other Relief, filed by the Wife as it related to the issue of Equitable Distribution. Present at the hearing were the Husband, ANDRES REYES, and his counsel Laurel A. Tesmer, Esq. and the Wife, CHRISTINA REYES, and her counsel J. Tony Lopez, Esq. After taking testimony and other evidence in open Court and reviewing the Court file, the Court FINDS as follows:

- A. The Court has jurisdiction over the parties and the subject matter herein.
- B. A Final Judgment of Dissolution of Marriage was entered in this matter on April 18, 2019 resolving all of the issues related to the parties' marriage except the issue of equitable distribution.
- C. The Court reserved jurisdiction to hear the issues of equitable distribution on September 6, 2019.
- D. The parties wish to settle between themselves their respective rights, duties and obligations regarding their property and liabilities, and so have entered into a written Marital Settlement Agreement Regarding the Issue of Equitable Distribution Only. This Agreement attached hereto as Exhibit "A" was entered into voluntarily by each party and has been filed of record and introduced into evidence in this cause.

IT IS, therefore, ORDERED and ADJUDGED as follows:

1. The Marital Settlement Agreement Regarding the Issue of Equitable Distribution Only, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, is approved and expressly made a part of this Supplemental Final Judgment of Dissolution of Marriage, and all of the terms and provisions of said Agreement are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as

if its terms and provisions were set forth verbatim in this Supplemental Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Agreement.

- 2. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Supplemental Final Judgment or the Marital Settlement Agreement Regarding Equitable Distribution Only, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Supplemental Final Judgment or the Marital Settlement Agreement Regarding Equitable Distribution Only.
- 3. Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital relationship existing between the parties hereto, except as expressly set forth or arising out of said Marital Settlement Agreement Regarding Equitable Distribution Only, is forever barred and terminated.
- 4. The Court expressly retains jurisdiction of this cause for the purpose of enforcing, construing, interpreting, or modifying the terms of this Supplemental Final Judgment and the terms of the Marital Settlement Agreement Regarding Equitable Distribution Only entered into by the parties herein

DONE AND ORDERED in Tampa.	Hillsborough County,	Florida on th	ie	day of
September 2019.	2,			,

oei 2019.	CONFORMED COPY
	SEP 0 5 2019
	Honorable Denise A. Penspentin Direcuit Judge

Copies to:

Laurel A. Tesmer, Esq., Attorney for Petitioner J. Tony Lopez, Esq., Attorney for Respondent

assessments, insurance, repairs, and utilities and shall hold Former Wife and her property harmless from failure to pay same. Within 30 days of an order ratifying this Agreement, the Former Wife shall execute any and all documents necessary transferring all of her interest in and to said property to the Former Husband. In the event that the Former Wife fails to execute such documents, this agreement along with an order thereon shall serve as a conveyance of the Former Wife's interest in and to said property to the Former Husband. Immediately upon signing this agreement the Former Wife shall execute and return to the Former Husband the Application for Statement of Ownership for the Palm Harbor Trailer serial numbers MP1510562A and MP1510562B, that was located on the Wells School Road Property.

B. <u>BUSINESS INTERESTS:</u>

- (1) The Parties jointly own Majestic Cleaning Services. The Former Wife shall retain said business and any and all assets and liabilities related to the business. Upon full execution of this Agreement, the Former Husband waives any right, title, and interest he may have in and to said business. The Former Wife shall hold harmless and indemnify the Former Husband from any and all liability pursuant to any action taken by any creditor to enforce any expenses or encumbrances related to said business. The Former Husband shall execute any documents necessary to effectuate this paragraph within 30 days of an order ratifying this agreement, upon receipt of same from the Former Wife.
- (2) The Parties jointly own Reyes Construction, Inc. (the "Corporation") The Former Wife shall transfer and surrender all of her stock in the Corporation to the Former Husband upon execution of this agreement. The Former Husband will thereafter be the sole owner of the Corporation and will have all rights to its present assets and responsibility for the present known liabilities of the corporation. The Former Wife further waives any right she may have to file a suit or claim against any person or entity on behalf of the Corporation that may not presently exist as of the date of this agreement. Further the Former Wife waives any right she may have to file a suit or claim against the Former Husband, the Corporation in her capacity as a

shareholder, Grupo Reyes, LLC, or any of the officers, directors, or owners of Grupo Reyes, LLC. The Former Wife will continue to be responsible for any liability that may arise out of work she contracted for outside of the Corporation or any actions that were taken by the Former Wife without the knowledge of the Corporation's president. The Former Wife will retain the exclusive right to use the company name "Reyes Construction, Inc." that is associated with her General Contractors license. The Former Wife shall execute any documents necessary to effectuate this paragraph within 30 days of an order ratifying this agreement, upon receipt of same from the Former Husband.

C. MOTOR VEHICLES:

