

# EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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SANDRA G. MANZELLA, both individually and :  
derivatively on behalf of KESTE GROUP, LLC, : Index No.: 651484/13  
 :  
Plaintiff, : Hon. O. Peter Sherwood, J.S.C.  
 :  
-against- :  
 : CONSENT ORDER  
ROBERTO CAPORUSCIO and SANDRO PATERNO, :  
 :  
Defendants :  
and :  
 :  
KESTE GROUP, LLC, :  
 :  
Nominal Defendant. :  
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WHEREAS, the above-captioned action arises out of an ongoing business dispute between the two members of nominal defendant Keste Group, LLC ("Keste");

WHEREAS, Keste operates Keste Pizza & Vino ("Keste Pizza"), a restaurant located on Bleecker Street in Manhattan;

WHEREAS, plaintiff Sandra G. Manzella holds a 45 percent interest in Keste;

WHEREAS, defendant Roberto Caporuscio is the majority member of Keste, holding the remaining 55 percent stake in Keste;

WHEREAS, Manzella commenced this action on April 25, 2013;

WHEREAS, Caporuscio has denied and continues to deny the material allegations asserted against him in this action;

WHEREAS, Manzella has denied and continues to deny the material allegations asserted against her in this action;

WHEREAS, by way of an order to show cause, Manzella has sought preliminary injunctive relief as against Caporuscio;

WHEREAS, Caporuscio has opposed that application;

WHEREAS, on or about October 23, 2013, the parties stipulated to the voluntary discontinuance of any and all claims asserted against defendant Sandro Paterno in this action;

WHEREAS, having conferred with their respective counsel, Caporuscio and Manzella have stipulated and agreed to the form, contents and scope of preliminary injunctive relief set forth herein, without prejudice to their respective rights to apply to the Court to modify, amend or vacate all or any provision of this Consent Order in the future, and for good cause shown;

IT IS on this            day of November, 2013;

ORDERED THAT during the pendency of this litigation and until further Order of the Court:

1. Keste shall be managed and controlled by the affirmative vote of a majority in interest of its members, consistent with Section 4.1 of Keste's Operating Agreement, dated effective February 10, 2012 ("Operating Agreement").

2. For purposes of this Consent Order, the "management and control" of Keste as formulated by the majority in interest of its members shall include:

- a. decisions affecting the company's core vision for Keste Pizza;
- b. marketing, advertising and public relations;
- c. financing of Keste's business and operations;
- d. capital improvements and investments;
- e. retention of attorneys, accountants, consultants and other professionals;
- f. negotiation and execution of new leases or other long-term or material commercial commitments;

- g. hiring management-level employees and setting the terms of their compensation;
  - h. choosing Keste Pizza's vendors, food or wine suppliers, oven-makers or computer/point of sale ("POS") systems;
  - i. the make-up of Keste Pizza's menu;
  - j. procuring insurance coverage; and
  - k. the incurring of any debts or other legal obligations (other than those necessary to maintain basic inventories and materials in the ordinary course of business).
3. Caporuscio and Manzella shall share primary responsibility for the day-to-day operations of Keste, consistent with Section 4.1 of the Operating Agreement.
4. Caporuscio and Manzella shall cooperate with one another and act in good faith in executing their joint responsibilities for Keste's day-to-day operations.
5. Should Caporuscio and Manzella be unable to agree on a matter relating to the day-to-day operations of Keste, then, consistent with Section 4.1 of the Operating Agreement, Caporuscio's majority interest shall control with respect to that matter.
6. In exercising his majority control to resolve any impasse that may arise between Keste's members on matters affecting the company's day-to-day operations, Caporuscio at all times shall act in accordance with the Operating Agreement.
7. For purposes of this Consent Order, Caporuscio's responsibilities with respect to Keste's day-to-day operations shall be:
- a. hiring and training cooks; and
  - b. making certain expenditures and exercising check-signing authority for Keste's business account as necessary to maintain adequate inventories of the supplies and materials necessary to operate Keste Pizza on a day-to-day basis.

8. For purposes of this Consent Order, Manzella's non-exclusive responsibilities with respect to Keste's day-to-day operations shall be:

- a. overseeing payroll;
- b. maintaining QuickBooks records of daily sales, cash payouts and payroll;
- c. reconciling books and records;
- d. reviewing credit card payments and deposits, including interacting as necessary with credit card payment processing vendors;
- e. ensuring the accuracy of all data entered into the restaurant's POS system;
- f. interacting with Keste's outside accountant and bookkeeper as necessary to execute her responsibilities as set forth herein;
- g. ensuring payment of vendors; and
- h. making certain expenditures and exercising check-signing authority for Keste's business account as necessary to maintain adequate inventories of the supplies and materials necessary to operate Keste Pizza on a day-to-day basis.

9. For purposes of this Consent Order, the following non-exclusive responsibilities with respect to Keste's day-to-day operations shall be performed by its General Manager, under management's supervision:

- a. hiring, training and supervising the wait staff and hosts/hostesses;
- b. scheduling the wait staff shifts;
- c. ensuring that Keste Pizza is ready to serve customers on a given day, which includes inspecting the restaurant floor for service-readiness, supervising the wait staff's "side work," i.e., the preparatory work to open the restaurant for business on a given day (includes maintenance and stocking of tables, dishware and utensils and linens, menus, garnishes), checking uniforms and shifts;

- d. calling and running shift meetings to advise of menu-related and other issues as they arise;
- e. maintaining inventory of front-of house supplies;
- f. attending to wine inventory and service;
- g. monitoring the cash register and POS system, and generally ensuring that sales are properly input and paid;
- h. responding to telephone inquiries from prospective restaurant customers;
- i. supervising customer seating and monitoring the "turning of tables";
- j. monitoring communications between the cooks and wait staff to ensure efficiency of service;
- k. attending to customers with disabilities;
- l. attending to customer inquiries and complaints;
- m. ordering the restaurant's supplies from pre-approved vendors and maintaining inventories;
- n. collecting the daily mail and segregating the invoices and payables;
- o. tabulating and safekeeping the restaurant's daily receipts;
- p. coordinating food delivery service;
- q. depositing with Keste's bank the restaurant's daily receipts; and
- r. making certain expenditures and exercising check-signing authority for Keste's business account, to maintain adequate inventories of the supplies and materials necessary to operate on a day-to-day basis.

10. Manzella shall be entitled to a gross salary of \$280.00 per day, not to exceed \$840.00 gross per week, for her services as an employee of Keste.

11. Caporuscio shall be entitled to a gross salary of \$280.00 per day, not to exceed \$840.00 gross per week, for his services as an employee of Keste.

12. Keste shall maintain one and only one operating bank account, namely the joint bank account maintained at JP Morgan Chase, N.A. Account No. 850290933 (the "Account").

13. All credit card sales generated by Keste Pizza's operations shall be deposited into the Account.

14. All cash sales generated by Keste Pizza's operation shall be deposited into the Account.

15. Caporuscio and Manzella shall be provided daily access to Keste Pizza's POS system, along with daily access to Keste's financial books and records.

16. At all times Keste's books and records, including the company checkbook, shall be maintained at Keste Pizza's premises, located at 271 Bleecker Street, New York, New York.

17. Keste's books and records (including all ledgers and accounting records) shall not be altered, moved from Keste's premises, destroyed or fabricated.

18. Neither party shall transfer, assign, mortgage, pledge, hypothecate or otherwise dispose of any Keste money or property, except in the ordinary course of business, and for good and valuable consideration in money or money's worth.

19. Distributions to both Manzella and Caporuscio shall be made in accordance with Article 8 of the Operating Agreement.

20. This Consent Order shall supersede the Order entered by this Court on April 26, 2013.

21. Caporuscio and Manzella recognize that this Consent Order provides preliminary relief, and nothing in this Consent Order shall preclude either Manzella or Caporuscio from applying to the Court for the modification of any term or provision thereof.

AGREED AS TO SUBSTANCE, FORM AND ENTRY:

Dated: New York, New York  
November 21, 2013

EPSTEIN BECKER & GREEN, P.C.

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Dated: November 22, 2013

~~Entered~~ So Ordered,

  
HONORABLE O. PETER SHERWOOD, J.S.C.