

5214-1

IN THE CIRCUIT COURT OF THE 15TH  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

ARLYNE GOLDSTEIN,

CIRCUIT CIVIL DIVISION

Plaintiff,

CASE NO.:

v.

WENDY ROSANO,

Defendant.

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff, Arlyne Goldstein, hereby sues Defendant, Wendy Rosano, and states and alleges as follows:

1. This is an action for damages exceeding \$50,000.00, exclusive of interest, costs, and attorneys' fees.

2. Plaintiff is a resident of Palm Beach County, Florida, and is otherwise *sui juris*.

3. Defendant is a resident of Palm Beach County, Florida, and is otherwise *sui juris*.

4. Venue for this action is proper in Palm Beach County, Florida, because the cause of action accrued in Palm Beach County.

5. On February 1, 2016, the parties entered an agreement (the "Agreement") in which Defendant agreed to repay the sum of \$120,000.00, plus accrued interest at the rate of 4% per annum, to Plaintiff by February 1, 2020.

A true and correct copy of the Agreement is attached hereto as **Exhibit "A."**

6. The full balance, plus contractual interest, remains unpaid.
7. In addition to failing to make the required payments, Defendant failed to respond to any of Plaintiff's counsel's requests to make alternative arrangements, including executing a proposed modification of the Agreement.
8. The Agreement is a valid contract.
9. Defendant breached the Agreement by failing to pay the full balance, plus contractual interest, by February 1, 2020.
10. Because of Defendant's breach of the Agreement, Plaintiff has been damaged.
11. All conditions precedent to the commencement of this action, if any, have been satisfied, discharged, or waived.
12. Plaintiff has retained The Carlin Law Firm, PLLC to represent her in this matter and has agreed to pay a reasonable fee for the representation.

DATED: December 20, 2024.

THE CARLIN LAW FIRM, PLLC  
*Attorneys for Plaintiff, Arlyne Goldstein*  
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By:           /s/ Justin C. Carlin            
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# AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered this 1st day of February, 2016 between and among WENDY ROSANO and ARLYNE GOLDSTEIN.

## Recitals

WHEREAS, Wendy Rosano and various related entities owed \$135,000 to Arlyne Goldstein in connection with the Cucina Mio Palm Beach County Settlement and additional new loans ("Arlyne Goldstein Loan") and Wendy Rosano has repaid \$15,000, leaving a remaining balance due and payable as of today's date in the amount of \$120,000;

WHEREAS, there is an existing loan to Wendy Rosano in the amount of \$39,000 on the books and records of Sheau, LLC (Sheau Loan) that is due and payable; and

WHEREAS, the parties wish to make provision for the repayment of the foregoing obligations.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the Parties hereby agree as follows:

1. **Repayment of Loan from Sheau, LLC** – Wendy Rosano agrees to repay the Sheau Loan in the amount of \$39,000 with interest at the rate of 4% per annum as follows: by making bi-weekly payments in the amount of \$1,000 until the balance is paid in full no later than February 1, 2018.
2. **Repayment of Arlyne Goldstein Loan** –
  - a. Arlyne Goldstein has made loans to Wendy Rosano and related entities on which there was a remaining balance of \$135,000 and Wendy Rosano has repaid \$15,000 from her 2015 bonus, leaving a remaining balance of \$120,000 due and payable.
  - b. Wendy Rosano agrees to repay this amount with interest at the rate of 4% per annum as follows: (i) After repayment of the Sheau Loan as provided in paragraph 1, Wendy Rosano shall make bi-weekly payments to Arlyne Goldstein in the amount of \$1,000 and (ii) Wendy Rosano further agrees that any additional income received by her, including without limitation future bonuses, raises, or monies received from other projects and undertakings, shall be paid to Arlyne Goldstein. Wendy Rosano agrees to make the foregoing payments to Arlyne Goldstein until the balance is paid in full no later than February 1, 2020.
3. **Bonuses** – Wendy Rosano agrees and intends to use all monies received as bonuses and raises to reduce all of the loans listed herein as of the date hereof.

4. **Non-Competition** – As long as Wendy Rosano is the restaurant general manager of Terra Fiamma and as long as there is still a balance remaining due on any of the loans set forth in this Agreement, Wendy Rosano agrees and covenants that she will not obtain any other employment with a restaurant facility without the prior consent of Joshua Goldstein, which consent will not be unreasonably withheld. Wendy Rosano agrees that all monies earned from any project or undertaking will first be utilized to pay down the Arlyne Goldstein Loan.

5. **Miscellaneous** –

- a. Amendment and Assignment: This Agreement may be amended or modified by the parties from time to time but only by a written instrument executed by the parties. Subscriber may not assign any rights in and to this Agreement.
- b. Notices: Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with delivery addressees as provided below, or may otherwise have been specified by written notice delivered to the other Party:

ARLYNE GOLDSTEIN  
2770 Ocean Blvd #603N  
Palm Beach, FL 33480

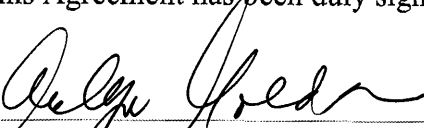
WENDY ROSANO  
8657 Via Giulia  
Boca Raton, FL 33496

- c. State Law to Apply: This Agreement shall be construed under and in accordance with the laws of the State of Florida and all obligations of the Parties created hereunder are performable in Palm Beach County, Florida. Venue for the enforcement of any action pursuant to this Agreement shall lie in Palm Beach County, Florida.
- d. Other Instruments: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the this Agreement.
- e. Parties Bound: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- f. Legal Construction/Severability: In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or enforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- g. Execution: This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all of which together shall be one and the same instrument. Facsimile and/or electronic signatures on this Agreement shall be treated as originals for all purposes.

This Agreement has been duly signed by the Parties on the date(s) set forth below.

  
\_\_\_\_\_  
Arlyne Goldstein

Dated: 5/20/16

  
\_\_\_\_\_  
Wendy Rosano

Dated: \_\_\_\_\_

NOT A CERTIFIED COPY