

MR HARLAN IAN GOLDSTEIN GETS THE SACK

Contrary to popular belief, Mr Harlan Ian Goldstein did not quit the business of trying to operate 3 restaurants in the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), one of which bears the name of Harlan's – because he was sacked!

This is according to an Action, filed recently in the High Court of the HKSAR, an Action between:

Jiang Jun	First Plaintiff
Wu Kai Char	Second Plaintiff
and	
Harlan Ian Goldstein	Defendant

The Statement of Claim, attached to Writ of Summons, Number 845, no doubt will have tongues wagging in the tight hospitality industry of the HKSAR for some time to come.

It had been reported in the popular English Press of the HKSAR that Mr Harlan Ian Goldstein was tired of the pressures of his industry and that he wanted to take a rest.

That, according to the allegations, made in the recent filing in the HKSAR High Court, is a long way from reality.

Because this case is sub judice, **TARGET** () may not comment on any of the matters, raised in the Statement of Claim, and so, without more ado, the following is a verbatim transcript of the Statement of Claim:

'STATEMENT OF CLAIM

- '1. In or about 2004, the Plaintiffs and the Defendant agreed to collaborate together to establish a restaurant, to be known as Harlan's Restaurant + Bar (the "**Business**").*
- '2. The Plaintiffs and Defendant on or about 7 May 2004 acquired JJH Company Limited (the "**Company**") to promote and operate the Business. 5,500 shares in the Company were held by the 1st Plaintiff, 3,000 shares by the 2nd Plaintiff and 1,500 shares by the Defendant.*
- '3. Pursuant to a shareholders agreement dated 12 May 2004 (the "**Shareholders Agreement**") the Plaintiffs and the Defendant agreed to regulate the relationship between them as shareholders, inter alia, as follows:*
 - '3.1 By Clause 4 the Plaintiffs agreed to provide initial working capital of HK\$8 million and to provide additional shareholders loans.*
 - '3.2 By Clause 4.04 the Defendant agreed to subscribe for his 1,500 shares at par value of HK\$1.00 each.*
 - '3.3 By Clause 5.02 the Defendant was appointed Managing Director of the Company and was to be responsible for the day to day management of the Company.*
 - '3.4 By Clause 17.01 the Company was to employ the Defendant upon terms set out in an employment contract (the "**Employment Contract**").*

‘3.5 By ... [CLICK TO ORDER FULL ARTICLE](#)

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