



Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 76 of 2019

BETWEEN: Richard Jamison Love and Jamie Maier Plaintiffs

AND: Andros Gothar and Nicola Moore-Gothar Defendants

AND: Master Mechanic Ltd. Defendant

**To the Defendants Andros Gothar, Nicola Moore-Gothar and Master Mechanic Ltd.
51 E, Tropical Gardens Road
George Town
Grand Cayman**



This Plaintiff has been issued against you by the above-named Plaintiffs in respect of the claim as set out on the following pages.

Within 14 days after service of this Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend the action in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 2nd day of April, 2019

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. On or about October 7, 2014, the Plaintiffs and the Defendants met to discuss opening a automotive repair business in George Town, Grand Cayman. In furtherance of this plan, the Plaintiffs, Richard Jamison Love ("Richard") and Jamie Maier ("Jamie") prepared a business plan for the proposed business.
2. On or about October 26, 2014, Richard and Jamie met with Andros Gothar ("Andros") to discuss the business plan and to consider how they should fund the purchase of certain materials and equipment necessary for the operation of the business.
3. The Plaintiffs and the Defendants agreed that they would equally contribute monies necessary to purchase the materials and equipment necessary for the opening of the business.
4. Richard and Jamie contributed the sum of \$25,000.00 towards the purchase of various items for the start up of the business and the Defendants contributed the sum of \$25,000.00.
5. The Plaintiffs and the Defendants agreed that the business would be operated through a corporation incorporated in the Cayman Islands. A corporation was incorporated by the Defendants under the name Master Mechanic Ltd ("Master") on October 24th, 2014. Master was incorporated with the Defendant, Nicola Moore Gothar ("Nicola") being issued 100% of the shares, Nicola later transferred 40% of the issued and outstanding shares to Andros. No shares in the Corporation were issued to either Richard or Jamie contrary to what the Plaintiffs and Defendant had agreed.
6. The failure to issue shares to the Plaintiffs became an issue between the parties. In addition to issuing shares to the Plaintiffs, it had been agreed that a Shareholders Agreement would be prepared with respect to the ongoing relationship between the parties. Furthermore, loan documents and security agreements were to be prepared or, alternatively, equipment leases prepared with respect to the various pieces of equipment purchased by each of the Plaintiffs and Defendants. Additionally, there was to have been an employment contract prepared with respect to Richard's employment by Master.
7. None of the documents which were to have been prepared with respect to the business relationship were ever prepared or signed. The shareholders of Master continued to be Andros and Nicola. None of the various materials or equipment paid for by the Plaintiffs were ever sold or transferred to Master by them.
8. The business operated for some time until Richard finally determined that Andros and Nicola were not going to honour the commitments which the Defendants had made to himself and Jamie regarding preparation of the necessary agreements to confirm that each of the parties would receive value for the work and effort which they devoted to the business and that their investment in the business would be protected. Richard terminated his employment with Master.

9. Following Richard's withdrawal from the business, he sought the return of personal tools and equipment which he had brought with him to the Cayman Islands when he immigrated from Canada. Andros refused to return those personal tools and equipment. Additionally, Richard had purchased a vehicle which he intended to repair on his own time, which Andros refused to return.
10. Andros also stripped the bank account for the business and took all available capital from the business for his own account.
11. The dispute respecting the monies initially invested in the business remained outstanding for some time. The Plaintiffs attempted to find a resolution to the ongoing issues, but were unsuccessful.
12. Richard and Jamie finally obtained counsel with the intention of suing the defendants for the monies due to them from Andros and Nicola. As a preliminary step, the Plaintiffs and Defendants agreed to submit the matter for mediation. The parties reached a resolution at the mediation hearing. Counsel for the Plaintiffs prepared a Deed of Settlement Agreement in August, 2018. However, the Defendants recanted and refused to execute the Dispute Settlement Agreement.
13. The Plaintiffs say that Andros and Nicola converted the materials and equipment purchased by the Plaintiffs and have taken the benefit of such monies for their personal gain. Those materials and equipment remain on the business premises of Master and title to such materials and equipment has not been transferred by the Plaintiffs to Master.
14. Alternatively, the Plaintiffs say that Andros and Nicola have converted the materials and equipment purchased by the Plaintiffs and have wrongfully transferred such materials and equipment to Master, thereby denying access to such materials and equipment to the Plaintiffs.
15. Alternatively, the Plaintiffs claim against Master for the relief set out in paragraph 16 below.
16. The Plaintiffs claim against Andros and Nicola the following:
 - a. The sum of \$20,000.00 being the maximum jurisdiction of this Honourable Court;
 - b. Alternatively, the return of the materials and equipment purchased by the Plaintiffs;
 - c. Interest on the said sum from the date of advance of funds to the date of judgment;
 - d. The costs of and incidental to this action;
 - e. Such further and other relief as may be claimed and which this Honourable Court will allow.


Richard Jamison Love


Jamie Maier

Address for Service of Plaintiffs:

PO Box 11697

George Town

Grand Cayma

KYI-1009

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC of 2019

**BETWEEN: RICHARD JAMISON LOVE AND JAMIE MAIER
PLAINTIFFS**

**AND: ANDROS GOTHAR AND NICOLA MOORE-GOTHAR
DEFENDANTS**

**AND: MASTER MECHANIC LTD
DEFENDANT**

ACKNOWLEDGMENT OF SERVICE

1. State the Defendant's name and address –

Mr Andros Gothar, Ms Nicola Moore-Gothar and Master Mechanic Ltd

**51 E, Tropical Gardens Road
George Town,
Grand Cayman**

2. State whether the Defendant intends to contest the action.

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim?

YES

NO

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

YES

NO

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of

2019

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiffs, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER – This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman, KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.