Globalization has opened up the world and with it new opportunities and challenges for the California litigator representing clients whose businesses cross borders or span the globe. Attracted by lower costs and less regulatory oversight, many US companies have established manufacturing facilities in other countries. The United States has entered into free trade agreements with 20 countries and Bilateral Investment Treaties with 42 countries intended to protect private investment and promote US exports. These initiatives and political, economic, and technological changes have helped spur tremendous growth in international trade and investment, and, with it, the potential for cross border disputes.

Whether representing a US or foreign client in a US or foreign proceeding, litigators need to be aware of the myriad issues that can arise in disputes with extraterritorial components. From jurisdiction and service of process to discovery and enforcement of a judgment, every aspect of litigation is impacted when disputes stray outside US borders. It is impossible to explore every issue that could arise in international litigation in anything short of a multivolume treatise. This article instead aims to raise California litigators’ awareness of the issues that could arise and highlight factors that must be considered at the outset of a case.

**Forum Selection: Where Can You Litigate?**

When a dispute arises, you must be prepared to advise your client about where the dispute can and should be resolved. If the dispute is contractual in nature but does not include an arbitration provision with a forum selection clause, you need to determine where the dispute could be litigated. This requires an analysis of many factors, including personal and subject matter jurisdiction, choice of law, and practical considerations such as where witnesses and evidence are located, the extent of discovery needed and where it can best be obtained, where provisional remedies may be procured, where contingency fee arrangements are allowed, where assets are located against which judgments can be enforced, and which legal systems adjudicate on a timeline favorable to your client.

Possible venues include where the contract was performed or the tort occurred, where your client is located, or where the other party is located. The complexity of the analysis increases for disputes between multiple parties coming from different countries. Can the forum where your client is located assert jurisdiction over the necessary parties? If not, will your counterparty consent to jurisdiction and will the forum assert jurisdiction over parties who consent to it without a proper connection to the forum? Determining which country’s laws apply and which are more favorable to your client’s claims or defenses will impact the analysis. It might make sense to litigate in the country whose law will apply, unless that country does not have an adequate legal system or one that suits your clients’ needs.

EU countries’ courts are subject to EC Regulation 44/2001, which means they lack discretion and can only exercise jurisdiction if specific requirements are met. For example, EU courts exercise jurisdiction over a defendant based on domicile, where the harmful event occurred, or where a contract was performed, but not where the contract was executed. German courts may override a contractual forum selection clauses if the forum will abrogate mandatory laws.

**Prevailing Party Attorneys’ Fees**

While US Courts are often viewed unfavorably by defendants due to the possibility of substantial jury verdicts, a countervailing consideration may be the American rule regarding the payment of attorneys’ fees. Unless a contract or statute provides otherwise, US Courts require each party to bear the cost of its own attorneys’ fees. In contrast, many other countries award attorneys’ fees to the prevailing party.

**Availability of Provisional Remedies**

Many cross-border disputes involve copyright, trademark or patent infringement or theft of trade secrets. In such cases, the preferable forum may be the one with robust provisional remedies. For example, some countries -- notably the United Kingdom and Canada -- authorize Anton Piller orders, which permit a party, upon issuance of a court order, to search the premises of another party to seize evidence, such as stolen intellectual property or counterfeit goods. The purpose of the order is to prevent a party from destroying evidence. Some countries, including again the United Kingdom and Canada, also permit Mareva injunctions, which enjoin a defendant from moving assets during the course of litigation. It is intended to help ensure the enforceability of a judgment. The closest analog in the US is the writ of attachment. Both Anton Piller orders and Mareva injunctions may be obtained ex parte without notice to the other party.
side, making them the "nuclear weapons of the civil litigator" in the countries that permit them.10

**Litigating in Multiple Venues**

If multiple venues are available, consider whether litigating in more than one venue makes sense for your client's goals. On the other hand, if your client has commenced suit in the US, and another party has filed suit elsewhere, it might be feasible to obtain an order from the US court enjoining the foreign proceeding.11 An antisuit injunction may be granted if it is necessary to protect the US court's jurisdiction or prevent the evasion of important public policies.12 The Ninth Circuit may enjoin a foreign proceeding between the same parties if its impact on comity is "tolerable" and it finds the foreign proceeding "would (1) frustrate a policy of the forum issuing the injunction; (2) be vexatious or oppressive; (3) threaten the issuing court's in rem or quasi in rem jurisdiction; or (4) where the proceedings prejudice other equitable considerations."13

**Litigating in Civil Law Countries**

When your client has the option of litigating outside the US, you need to understand how litigating in a civil law jurisdiction differs greatly from litigating in the US. As US litigants, we have come to expect broad ranging discovery of documents from parties and non-parties as well as the attendant battles over noncompliance and assertions of privilege. We expect contracts to be enforced, and except when there's an arbitration provision, the right to a jury is nearly inviolate. We are also accustomed to directing the litigation, including investigating the facts and bringing discovery, discovery, and evidence limiting motions that will be decided by an impartial judge. All of these assumptions and expectations are thrown out the window when litigating in countries governed by civil law.

While there is a great deal of diversity among legal regimes in civil law countries, which include most of Europe, South America and Asia, generally they depend on codified laws. Legal analysis and dispute resolution thus rely on comprehensive civil codes and legal academic commentary rather than case law. Civil law judges are much more proactive than US judges and tend to be the driving force pushing disputes to resolution.14 Cases are not resolved by a jury overseen by an impartial judge. Rather, "a civil-law civil action is a continuing series of meetings, hearings, and written communications through which evidence is introduced and evaluated, testimony is taken, and motions are made and decided."15 Judges typically question witnesses, sometimes based on questions submitted by the litigants.16 The Judge may investigate the facts and even employ expert witnesses to advise them on difficult issues. Â

Civil law countries often have separate specialized courts that address specific issues, such as tax, labor, and commercial matters. Sometimes lay judges with expertise in an area are elected or appointed to serve on a panel of judges to decide a case. In France, commercial code cases are heard in a commercial court before panels of elected part-time judges.17 In Germany, a panel of three judges -- two lay and one professional -- hear commercial code cases.18 Oral argument is less common as judges rely more on written submissions from the parties. The rules of evidence are much less restrictive, allowing hearsay and opinion testimony.19

Civil codes may also imply into contracts default provisions that cannot be contracted around, and thus the notion of "freedom of contract" may be diminished.20 For example, European Union regulations governing commercial agents require principals to provide severance compensation upon termination of an agent regardless of contrary contract provisions.21 Such mandatory rules may even override arbitration clauses.22 Discovery as we know it simply does not exist in civil law countries. Parties cannot propound document requests seeking all documents pertaining to broadly defined subjects. Data dumps containing hundreds of gigabytes of data are not the norm. Generally, a party may request the production of a document if it is key to the litigation and the existence of the document is known. Fishing expeditions are thus outside the scope. As discovery has become increasingly expensive, burdensome and complicated in the US, limited discovery may make litigating in a civil law regime more appealing, but it also has its drawbacks and should be avoided unless the need for documentary evidence is minimal or access to evidence is assured.

**Discovery in the US for Use in a Foreign Proceeding**

When foreign litigation involves companies operating or domiciled in the US, parties may take advantage of a federal statute permitting discovery in the US for use in a foreign proceeding, 28 U.S.C. § 1782 provides that upon application of an "interested person," including pursuant to a formal request from a foreign tribunal, the district court for the district in which a person resides may order that person to give testimony or produce documents or other things for use in a foreign proceeding.

**Cross-Border Issues When Proceeding in US Court**

**Personal Jurisdiction**

Fortunately for California litigators, US courts tend to exercise jurisdiction much more broadly than most countries.23 US District Courts will exercise general jurisdiction over foreign companies that have continuous and systematic contacts with the forum state, such as doing regular business there, even if the dispute arose elsewhere.24 While there is no bright line rule, to exercise general jurisdiction, the defendants' contacts with the state must be "substantial."25 Service of process upon the defendant while voluntarily present in the forum state is also sufficient to exercise personal jurisdiction.26

Where continuous and systematic contacts are lacking, US District Courts will exercise "specific jurisdiction" over foreign companies with respect to "issues deriving from, or connected with, the very controversy that establishes jurisdiction."27 So long as the defendant "purposely avails itself of the privilege of conducting activities within the forum state," and the claim relates to the defendant's connection to the state, personal jurisdiction may be exercised within the bounds of Constitutional due process.28 California state courts exercise personal jurisdiction coextensive with the due process clause of the US constitution.29 Accordingly, California courts look to federal law to determine the bounds of jurisdiction.

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### Jurisdiction over Foreign Corporations via US Subsidiaries

Plaintiffs may try to assert jurisdiction over a foreign corporation through a US subsidiary. Courts generally recognize that "a parent and subsidiary are separate and distinct corporate entities." A court may, however, assert jurisdiction over a foreign corporation where the US subsidiary is the parent's alter ego or agent. "An alter ego or agency relationship is typified by parental control of the subsidiary's internal affairs or daily operations."  

### Jurisdictional Discovery

A court has discretion to permit discovery to enable a plaintiff to establish facts showing personal jurisdiction comports with due process. The Ninth Circuit has held that a district court does not abuse its discretion in denying discovery when the plaintiff has only "purely speculative allegations of attenuated jurisdictional contacts." On the other hand, if the plaintiff states specific facts supporting a basis for jurisdiction that would be specifically aided by discovery, then the Court abuses its discretion in denying jurisdictional discovery.  

### Service of Process

Federal Rule of Civil Procedure 4 governs the service of complaints filed in federal court. Rule 4(h) permits service on a foreign corporation in the US by delivering the summons and complaint to an officer, managing agent or other agent authorized to receive service, or by following the state law where the district court is located or where service is effectuated. As with personal jurisdiction, service can be made on a foreign corporation through its US subsidiary when the subsidiary acts as the parent's agent or alter ego.  

If the foreign corporation is not amenable to service in the US by one of the methods permitted by Rule 4(h), then the plaintiff must resort to "any internationally agreed means of service that is reasonably calculated to give notice, such as those authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents." The Hague Convention website identifies signatories to the convention for service of process. Because of the many rule deviations among signatories, service under the Hague Convention can cause problems and delays. Under the Hague Convention, service "may be made by any method permitted by the internal law of the receiving state." Accordingly, if the receiving state permits service by mail, then a US litigant may serve the defendant by mail. Service may also be accomplished by delivering the documents to the foreign country's designated central authority which then serves the documents according to its procedures. Documents to be served must be translated (if necessary), and the Hague Convention prescribes a specific form that must accompany a request for service. A significant number of countries have formally objected to service by mail being made under the Hague Convention, and US Courts have honored those objections. Accordingly, to effect service under the Hague Convention, a plaintiff must first ensure the country in which the defendant resides is a signatory and then follow the procedure for service of process authorized by that signatory.  

The US is also a signatory to the Inter-American Service Convention ("IASC"), under which certain members of the Organization of American States have agreed to service of process though each country's designated central authority. Upon receipt of the requisite form and documents to be served (translated), the central authority effects service in the foreign jurisdiction.  

The US has also entered into bilateral treaties with some countries regarding service of process. If the defendant resides in a country that is not a signatory to the Hague Convention or the IASC, then service may be effected under Rule 4(f)(2), either: (a) "as prescribed by the foreign country's law for service in that country in an action in its courts of general jurisdiction"; (b) "as the foreign authority directs in response to a letter rogatory or letter of request"; or (c) "unless prohibited by the foreign country's law, by" personal delivery or certified mail from the clerk, return receipt requested. Rule 4(f)(3) provides a catch-all method of service: "by other means not prohibited by international agreement, as the court orders."  

For countries not signatory to any treaty, letters rogatory are the default method for service of process. Where these letters are prepared by a litigant, signed and sealed by the US Court, and delivered to the Office of American Citizen Services of the US State Department. The letter is then served through diplomatic channels and, according to the US State Department, may take one year or more to complete.  

### Subject Matter Jurisdiction

Cross-border litigation may raise thorny issues of subject matter jurisdiction. The presumption against extraterritorial application of US law bars claims unless a statute expressly applies to conduct occurring outside the US or the claims "touch and concern the territory of the United States . . . with sufficient force." Subject matter jurisdiction in US federal courts based on diversity may be unavailable in cross-border disputes involving aliens on both sides of the aisle. Complete diversity does not exist between a foreign plaintiff and foreign defendant. Moreover, collusion between parties to prevent such a result, such as by assigning a claim to ensure diversity, is prohibited by 28 U.S.C. § 1359. Foreign sovereigns and state-owned enterprises may challenge a court's jurisdiction under the Foreign Sovereign Immunities Act ("FSIA"). There are several exceptions to foreign sovereign immunity enumerated in the FSIA, including where the action is based upon commercial activities of the foreign state or state-owned enterprise.  

### Conducting Discovery Abroad For Use in US Courts

Discovery in cross-border disputes presents many unique challenges for practitioners accustomed to the very expansive rules of US courts. Even when a foreign defendant is subject to the jurisdiction of US courts, that defendant may nonetheless challenge the breadth and scope of US-style discovery under the laws of its home country. The US Supreme Court has cautioned that "American
courts, in supervising pretrial proceedings, should exercise special vigilance to protect foreign litigants from the danger that unnecessary, or unduly burdensome, discovery may place them in a disadvantaged position.\textsuperscript{56} Additionally, US courts must be vigilant in preventing "abusive" discovery tactics against foreign litigations. International comity demands that US courts "take care to demonstrate due respect for any special problem confronted by the foreign litigant on account of its nationality or the location of its operations, and for any sovereign interest expressed by a foreign state."\textsuperscript{57} Blocking statutes, state secrets laws, privacy laws, export control laws, and bank secrecy laws may give foreign parties ammunition in discovery disputes where such laws prohibit disclosure of certain types of data. Thus, whether representing the party seeking discovery or the party from whom discovery is sought, it is important to learn the applicable laws that may limit discovery. For example, China has a robust state secrets law that prohibits the export of sensitive commercial data.\textsuperscript{58} European Union countries have data protection laws that prohibit companies from disclosing personal data.\textsuperscript{59} Companies that violate the laws can be fined and even subject to criminal sanction.

When seeking or producing documents, it is important to understand that different countries have different rules regarding the attorney-client privilege and attorney work product doctrine. For instance, EU countries tend to be less protective of attorney-client communications than the US. The privilege may not extend to in house counsel.

**Depositions Outside the United States**

Both Federal and California rules of civil procedure permit litigants to depose persons outside the US.\textsuperscript{60} If the deponent resides in a country that is a signatory to the Hague Convention on Taking Evidence Abroad in Civil or Commercial Matters, then a deposition may be compelled by following the rules provided in the Hague Evidence Convention, which include delivering a letter rogatory from the US Court to the appropriate official in the foreign jurisdiction. Being a signatory to the Hague Evidence Convention, however, does not guaranty that a deposition can be taken in the signatory country. For example, China prohibits depositions altogether even though it is a signatory to the Hague Evidence Convention.\textsuperscript{61} Most countries' accession to or ratification of the Hague Evidence Convention is subject to qualifications and application of specific procedures that are set forth in the Hague Convention's website.\textsuperscript{62} For instance, some countries allow depositions only of willing witnesses.\textsuperscript{63} Some countries require case-by-case permission from the foreign central authority before a voluntary deposition can be taken. Some countries only permit depositions to be taken at embassies or consulates before a U.S. consular officer, who administers the oaths, with actual questions posed by the attorneys.\textsuperscript{64} It is essential to understand the specific country's process and follow it strictly. Sometimes it is necessary to bring a court reporter and qualified interpreter to the country where the deposition will take place to ensure the quality of the testimony. It can take as long as a year to take a deposition under the Hague Evidence Convention. Thus best practice dictates that foreign depositions be procured early in a case.

**Importance of Local Counsel**

Whenever legal disputes involve other countries' laws or venues, it is essential to consult with local counsel having intimate familiarity of local rules, procedures, and jurists. Local counsel can also help with the important task of ensuring translations of legal documents are accurate, and they can coordinate with central authorities when resort to treaties like the Hague Evidence Convention is necessary. At the same time, recognize that lawyers in other countries have different legal practices and may not view litigation from the same perspective as a US trained lawyer. Do no assume they share your understanding of your client's goals.

**Recognition and Enforcement of Judgments in Other Jurisdictions**

Unlike the Hague Service and Evidence Conventions, the US is not a party to any international treaty governing the recognition or enforcement of judgments obtained in a foreign proceeding. The closest thing to it is the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the "New York Convention"), but that applies solely to judgments awarded in arbitration proceedings. Enforcement of US judgments abroad is often quite difficult.\textsuperscript{65} Failure of foreign courts to recognize a US judgment may result in relitigation of issues in foreign tribunals. An inability to enforce a US judgment renders it worthless if the judgment debtor does not have assets in the US, thus reinforcing the importance of selecting the appropriate forum at the outset of a dispute.

Most US courts do recognize foreign judgments so long as certain procedural safeguards are followed.\textsuperscript{66} California has adopted the Uniform Foreign-Country Money Judgments Recognition Act, which recognizes and enforces certain money judgments.\textsuperscript{67} Excluded from the Act are judgments constituting fines or penalties or taxes; judgments "rendered under a judicial system that does not provide impartial tribunals or procedures compatible with the requirements of due process of law"; and judgments issued by a court lacking subject matter jurisdiction or personal jurisdiction over the judgment debtor.\textsuperscript{68} California courts have discretion to refuse recognition of a judgment in numerous instances, such as: when the defendant did not receive sufficient notice; if the judgment was obtained by fraud; the judgment was awarded on a claim that is "repugnant to the public policy" of California or the US; or the judgment conflicts with another final judgment.\textsuperscript{69} The Act also sets forth specific arguments that cannot be used to deny recognition of a judgment.\textsuperscript{70}

**Conclusion**

California litigators who bone up on the intricacies of international litigation will provide an invaluable service to their multinational clients. The issues in cross border litigation are many and complex, and it is likely impossible to know all their intricacies at any one time because the law, like the world, is ever changing. Cross border litigation necessitates a revitalized and expansive approach to issue spotting. Only the litigator who continuously educates herself about international issues will be able to advise clients when cross border disputes arise. It is an exciting time to practice for the litigator who loves a challenge.

**Endnotes**

2 See http://www.ustr.gov/trade-agreements/bilateral-investment-treaties. The countries with which the US is party to a Bilateral Investment Treaty are identified at http://tcc.export.gov/Trade_Agreements/Bilateral_Investment_Treaties/index.asp.


4 Even when a contract does have a forum selection clause, that fact does not mean your client will not still find itself litigating in more than one forum. See, e.g., E. & J. Gallo Winery v. Andina Licores S.A., 446 F.3d 984 (9th Cir. 2006) (Defendant filed suit in Ecuador notwithstanding forum selection and choice of law clauses in favor of the Northern District of California and California law); Applied Medical Distribution Corp. v. Surgical Co. BV, 587 F.3d 909 (9th Cir. 2009) (Ignoring forum selection clause, defendant filed suit in Belgium.).


11 See, e.g., Microsoft Corp. v. Motorola, Inc., 696 F.3d 872 (9th Cir. 2012); China Trade & Development Corp. v. M.V. Choong Yong, 837 F.2d 33 (2d Cir. 1987).

12 See China Trade & Development Corp., 837 F.2d 33.

13 Microsoft Corp., 696 F.3d at 888-89, quoting E. & J. Gallo Winery v. Andina Licores S.A., 446 F.3d 984, 989 (9th Cir. 2006). In Microsoft, the Court found "the timing of the filing of the German Action raises concerns of forum shopping and duplicative and vexatious litigation" because Microsoft had first commenced litigation in Washington State over an entire portfolio of patents, after which Motorola sued in Germany on two of those patents. "The district court interpreted this step as a procedural maneuver designed to harass Microsoft with the threat of an injunction removing its products from a significant European market and so to interfere with the court's ability to decide the contractual questions already properly before it." Id. at 886.

14 Generally, common law jurisdictions developed in countries that were or are part of the British commonwealth.


16 Id. at 28â€Ž.

17 Id. at 25â€Ž.

18 Idâ€Ž.

19 Id. at 27â€Ž.


22 See id. The note discusses Accentuate Ltd. v. Aspira Inc., 2009 EWHC 2655 (QB), in which a UK court refused to enforce arbitration and choice of law clauses in a contract between a Canadian software developer and its UK distributor because arbitration under Canadian law in Toronto, Ontario, Canada, would deprive the UK software distributor of its rights under mandatory EU law.

23 As the US Supreme Court noted recently, France can exercise jurisdiction over a case brought by a plaintiff who is a national of France. Goodyear Dunlop Tires Operations, S.A. v. Brown, 131 S.Ct. 2846, 2857 n.5 (2011).


27 Goodyear Dunlop Tires Operations, 131 S.Ct. at 2851, 2853. See also Burger King Corp. v. Rudzewicz, 471 U.S. 462, 472-73 (1985). Back

28 Hanson v Denckla, 357 U.S. 235, 253 (1958). The Ninth Circuit set forth the test for specific jurisdiction in Yahoo! Inc. v. La Ligue Contre Le Racisme Et L'Antisemitisme, 433 F.3d 1199, 1205-06 (9th Cir. 2006), and Washington Shoe Co. v. A-Z Sporting Goods Inc., 704 F.3d 668, 672 (9th Cir. 2012). Back


30 See, e.g., Doe v. Unocal Corp., 248 F.3d 915 (9th Cir. 2001) (Court finds inadequate plaintiff's attempt to obtain jurisdiction over parent through subsidiary's contacts with forum); American Tel. & Tel. Co. v. Compagnie Bruxelles Lambert, 94 F.3d 586 (9th Cir. 1996) (same). Back

31 Holland Am. Line Inc. v. Wärtsilä N. Am., Inc., 485 F.3d 450 (9th Cir. 2007). Back

32 Doe v. Unocal Corp., 248 F.3d 915 (9th Cir. 2001), citing Kramer Motors, Inc. v. British Leyland, Ltd., 628 F.2d 1175, 1177 (9th Cir. 1980). Back

33 See, e.g., Cassier v. Kingdom of Spain, 616 F.3d 1019 (9th Cir. 2010) (noting the District Court permitted jurisdictional discovery into the defendant's commercial activities); Pebble Beach Co. v. Caddy, 453 F.3d 1151, 1087 (9th Cir. 2006). Back

34 Getz v. The Boeing Co., 654 F.3d 852, 860 (9th Cir. 2011). Back


36 United States v. Pangang Group Co., 879 F. Supp. 2d 1052 (N.D. Cal. 2012) (granting motion to quash service of indictment on US subsidiaries of Chinese state-owned enterprise because the plaintiff failed to show subsidiary was agent or alter ego of parent). Back


39 Brockmeyer v. May, 361 F.3d 1222, 1225 (9th Cir. 2004) (Holding that service of process on an English defendant through regular mail to a post office box is valid under the Hague Convention "because Article 10(a) of the Hague Convention allows for service by mail and England's domestic laws do not prohibit service by mail to a post office box."). Back

40 Brockmeyer, 361 F.3d at 1225-26. Back


44 According to the US Department of State, the Inter-American Service Convention is in force between the United States and Argentina, Brazil, Chile, Colombia, Ecuador, El Salvador, Guatemala, Mexico, Panama, Paraguay, Peru, United States, Uruguay, and Venezuela. http://travel.state.gov/law/judicial/judicial_680.html. Back

45 The US State Department maintains a list of treaties in force. Back

46 See http://travel.state.gov/law/judicial/judicial_683.html#summary. Back


49 See, e.g., Nike, Inc. v. Comercial Iberica de Exclusivas Deportivas, S.A., 20 F.3d 987 (9th Cir. 1994) (dismissing action based on state law claims because of the presence of an alien plaintiff and alien defendant). Back

51 See, e.g., Nike, Inc., 20 F.3d at 993 (finding collusion between Nike, an Oregon corporation, and its wholly owned Bermuda subsidiary and dismissing action based on state law claims because of the presence of an alien plaintiff and alien defendant). Back

52 28 U.S.C. § 1604 ("Subject to existing international agreements to which the United States is a party at the time of enactment of this Act a foreign state shall be immune from the jurisdiction of the courts of the United States and of the States except as provided in sections 1605 to 1607 of this chapter."). Back


54 Société Nationale Industrielle Aérospatiale, 482 U.S. 522, 542 (1987) ("It is well known that the scope of American discovery is often significantly broader than is permitted in other jurisdictions."). Back


56 Société Nationale Industrielle Aérospatiale, 482 U.S. at 546. Back

57 Id. Back

58 See, e.g., Richmark Corp. v. Timber Falling Consultants, 959 F.2d 1468 (9th Cir. 1992). In Richmark, the Court held that China's state secrets law did not override discovery. Since then, China has convicted and jailed a US citizen for obtaining commercial data that China deems sensitive, which might impact a court's analysis in the future. See James T. Areddy, "China's Culture of Secrecy Brands Research as Spying," Wall St. Journal, Dec. 1, 2010 (reporting 7-year prison term imposed on geologist Xue Feng, a US citizen, for obtaining data about oil wells in China). Back


61 In fact, the US State Department warns that taking a deposition in China could subject a person to arrest, detention or deportation. See http://travel.state.gov/law/judicial/judicial_694.html. Back


63 See the US Department of State website for information on specific countries. http://travel.state.gov/law/judicial/judicial_654.html. Back

64 See http://travel.state.gov/law/judicial/judicial_689.html. Back


66 Id. at 1081-83. Back


68 Domestic relations orders are governed by a different statute. Back


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