

**Reported United States Decisions Involving Russian Parties in Civil Matters 1994-2004<sup>1</sup>**

Decision Date	Case Caption	Category	Issues/Holding
Apr. 30, 2004	Base Metal Trading, v. Russian Aluminum, 2004 U.S. App. LEXIS 8547 (2d Cir. Apr. 30, 2004).	Forum non conveniens; subject matter jurisdiction; proof of foreign law; comity; discovery; tort; RICO	<p>Plaintiffs, seven foreign entities (including Russian companies) and three American holding companies, consisted of two groups: Aluminum Plaintiffs and Vanadium Plaintiffs. Defendants included at least four Russian companies, a half dozen other foreign companies, three U.S. companies and individuals from Russia, Israel and U.S. Aluminum Plaintiffs asserted illegal takeover of largest Russian aluminum producer through bribery, forced sham bankruptcy, judicial corruption and force. Vanadium Plaintiffs asserted similar illegal takeover of largest Russian vanadium producer through bribery, forced sham bankruptcy, judicial corruption and force. Both Aluminum and Vanadium Plaintiffs attacked validity of Russian court proceedings. Plaintiffs claimed violations of RICO, intentional interference with contract and conversion. Plaintiffs requested multi-billion dollar damages award with compensatory, treble and punitive damages. All defendants moved to dismiss for forum non conveniens and lack of subject matter jurisdiction under RICO.</p> <p>Aluminum and Vanadium Plaintiffs sought wide-ranging discovery. Magistrate judge denied discovery request except granted permission for depositions and discovery of Defendants' Russian law experts.</p> <p>Trial court granted Defendants' motions to dismiss for forum non conveniens. Court ruled that both Aluminum and Vanadium Plaintiffs entitled to little deference for their choice of forum and determined that Plaintiffs were forum shopping. Court ruled that Russian courts provide an adequate alternative forum after detailed consideration of numerous Russian law expert affidavits and discussion of corruption allegations. Private and public interest factors favored dismissal. On appeal, Second Circuit summarily affirmed dismissal for forum non conveniens.</p>
Mar. 27, 2003	253 F. Supp. 2d 681 (S.D.N.Y. 2003)		
May 13, 2002	2002 U.S. Dist. LEXIS 8516 (S.D.N.Y. May 13, 2002).		

<sup>1</sup> This Compendium contains reported decisions involving Russian parties from both federal and state courts of the United States during the period 1994 through 2004. The cases involve only civil matters and are primarily business-oriented. The most important decisions are identified by shading. The opinions are referenced by the following categories of issues: (1) service of process; (2) personal jurisdiction; (3) subject matter jurisdiction; (4) choice of law; (5) forum non conveniens; (6) comity; (7) sovereign immunity; (8) injunctions; (9) discovery; (10) proof of foreign law; (11) enforcement of judgment; (12) arbitration; (13) contract; (14) tort; (15) RICO; (16) employment; (17) antidumping; (18) intellectual property; and (19) admiralty. The following types of cases have been excluded from the Compendium: criminal, immigration, family law, tax, Medicaid and child custody. The cases are in chronological order by date of the last reported decision within the case.

Decision Date	Case Caption	Category	Issues/Holding
Mar. 25, 2004	Archangel Diamond Corp. v. Arkhangelskgeoldobycha, 2004 Colo. App. LEXIS 442 (Colo. App. Mar. 25, 2004). (Decision on appeal.)	Personal jurisdiction; forum non conveniens; contract; tort	Plaintiff Canadian corporation sued Defendants (Russian corporations: Lukoil and subsidiary claiming Russian Defendants failed to properly transfer license to mine diamonds in Russia. Plaintiff asserted claims against Russian Defendants for: breach of contract, breach of duty of good faith and fair dealing, fraud, aiding and abetting fraud, conspiracy, intentional interference, breach of fiduciary duty and unjust enrichment. Plaintiff requested multi-billion dollar damages including compensatory damages and punitive damages. Plaintiff claimed the Russian judicial system was too corrupt to adjudicate dispute. Trial court dismissed case for lack of personal jurisdiction and forum non conveniens. On appeal, state court of appeals affirmed dismissal of case for lack of personal jurisdiction over Russian Defendants.
Mar. 25, 2004	JSC Foreign Econ. Ass'n Technostroyexport v. Int'l Dev. and Trade Serv., Inc., 220 F.R.D. 235 (S.D.N.Y. 2004).	Arbitration; enforcement of judgment	Plaintiff Russian company moved to enforce U.S. judgment that confirmed two Russian arbitration awards against Defendant corporation. Judgment exceeded \$200 million. In new U.S. action, Plaintiff sought to pursue assets of Defendant's principals under alter ego theory. Individual Defendants moved to dismiss for failure to state claim. Alternatively, they sought to compel arbitration. Defendants also contested restraining orders. Trial court denied in part and granted in part motion to dismiss claims for failure to state claim. Trial court denied motion to compel arbitration and denied certain injunctive relief.  Thereafter, Russian Plaintiff sought attachment against certain assets of the individual defendants. Trial court granted order of attachment. Parties engaged in contentious discovery disputes.
Mar. 4, 2004	306 F. Supp. 2d 482 (S.D.N.Y. 2004).		
Dec. 20, 2003	295 F. Supp. 2d 366 (S.D.N.Y. 2003).  Related to: AAOT Foreign Econ. Ass'n (VO) Technostroyexport v. Int'l Dev & Trade Servs., Inc., 139 F.3d 980 (2 <sup>nd</sup> Cir. 1998).		

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Mar. 16, 2004  Sept. 19, 2002	Compagnie Noga D'Importation et D'Exportation S.A., v. Russian Fed'n, 361 F.3d 676 (2d Cir. 2004).  2002 U.S. Dist. LEXIS 17749 (S.D.N.Y. Sept. 19, 2002).	Arbitration; enforcement of judgment	Plaintiff Swiss corporation moved to confirm and enforce a Swedish arbitration award (Stockholm Chamber of Commerce) and two Swedish court judgments against Defendant "Russian Federation." Plaintiff had entered into loan agreements totaling \$1.4 billion with the Government of the Russian Federation and the Government of the Federative Socialist Soviet Republic of Russia in 1991 and 1992. After defaults, Plaintiff initiated arbitration and (after years) won an award of approximately \$88 million (with interest). Arbitration award was confirmed by Swedish court judgments. Plaintiff attempted to attach Russian Federation high enriched uranium in U.S.; but Pres. Clinton blocked execution by Executive Order. Defendant claimed that arbitration award and judgments could not be confirmed and enforced under New York Convention and otherwise because "Russian Federation" was not a party to proceeding. Russian Federation argued that "Government of Russian Federation" was a separate and distinct entity from "Russian Federation." Trial court denied confirmation and enforcement of arbitration award because "Russian Federation" was distinct from "Government of Russian Federation." On appeal, Second Circuit reversed and ruled that "Russian Federation" and "Government of Russian Federation" were effectively same party.
Feb. 18, 2004  Aug. 7, 2003  Mar. 20, 2003	Norex Petroleum, Ltd., v. Access Indus., Inc., 304 F. Supp. 2d 570 (S.D.N.Y. 2004). (Decision on appeal.)  2003 U.S. Dist. LEXIS 13725 (S.D.N.Y. Aug. 7, 2003).  2003 U.S. Dist. LEXIS 4276 (S.D.N.Y. Mar. 20, 2003).	Forum non conveniens; proof of foreign law; RICO; subject matter jurisdiction; comity; discovery; tort	Plaintiff foreign company claimed Defendants, assortment of approximately 27 companies and individuals from Russia, U.S. and other countries, conspired in massive racketeering and money laundering scheme to take control over Russian oil industry. Plaintiff asserted that certain Russian bankruptcy proceedings were corrupted. Defendants moved to dismiss for forum non conveniens, res judicata, collateral estoppel and comity. Plaintiff requested extensive discovery on issues raised in motions to dismiss. Magistrate judge granted Plaintiff authorization to depose Defendant's Russian law expert witnesses but otherwise denied discovery. Trial court affirmed discovery limitations.  Adjudicating forum non conveniens issues, trial court determined that Plaintiff's choice of forum entitled to little deference. Despite allegations of widespread corruption in Russian judiciary, trial court found Russia was adequate alternative forum. Trial court dismissed for forum non conveniens based upon private and public interest factors.

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Feb. 9, 2004  May 14, 2003	MGM Prod. Group, Inc. v. Aeroflot Russian Airlines, 91 Fed. Appx. 716 (2 <sup>nd</sup> Cir. 2004).  2003 WL 21108367 (S.D.N.Y. May 14, 2003).	Arbitration; contract	American company brought breach of contract claim against Defendant Russian airlines in arbitration proceedings in Sweden (Stockholm Chamber of Commerce). Arbitrators awarded American company \$13 million. Thereafter, assignee of American creditor sued Defendant Russian airlines in New York to confirm and enforce arbitration award against Russian Defendant. Russian Defendant opposed confirmation arguing that award was against public policy because it violated the Iranian Transactions Regulations. Trial court determined that public policy exception was not applicable and confirmed arbitration award. On appeal, Sec Circuit affirmed.
Jan. 23, 2004  Feb. 3, 2003	Varnelo v. Eastwind Transport, Ltd., 2004 U.S. Dist. LEXIS 766 (S.D.N.Y. Jan. 23, 2004).  2003 U.S. Dist. LEXIS 1424 (S.D.N.Y. Feb. 3, 2003).	Forum non conveniens; admiralty; tort	Plaintiff personal representative sued on behalf of Russian citizen who resided in Russia but was killed on Liberian ship while in Chinese port. At time of death, ship manned by other Russian nationals. Defendants were various owners and operators of the ship. Plaintiff asserts claims for wrongful death under Jones Act and maritime law. Defendants moved to dismiss forum non conveniens. Trial court determined that Russia was an adequate alternative forum and granted motion to dismiss for forum non conveniens. Court denied Plaintiff's subsequent appeal for reconsideration.
Dec. 22, 2003	Volgotanker JSC v. Vinmar Int'l Ltd., 2003 WL 23018798 (S.D.N.Y. Dec. 22, 2003).	Arbitration; admiralty	Petitioner (apparently Russian company) brought action to compel arbitration pursuant to a dispute over shipment of butanol. Defendant contested issue of arbitration. Trial court denied motion to compel arbitration because Plaintiff could not demonstrate that it was the proper party to certain bills of lading.
Oct. 27, 2003	Helmer v. Doletskaya, 290 F. Supp. 2d 61 (D.D.C. 2003).	Personal jurisdiction; forum non conveniens; contract; tort	Plaintiff U.S. citizen resident in Russia sued Defendant Russian citizen (former girlfriend) for breach of contracts and fraud relating to real property and alleged loan. Defendant moved to dismiss for lack of personal jurisdiction. Court dismissed claim for lack of personal jurisdiction over Defendant.
Sept. 8, 2003	Falkland Inv., Ltd., v. Lipaev, 2003 Wash. App. LEXIS 1927 (Wash. Ct. App. Sept. 8, 2003).	Service of process; tort	Plaintiff foreign corporation accused Russian Defendants of embezzling money obtained by collecting bankruptcy debt in Russia. Plaintiff served process at home owned by Russian Defendants in U.S. Russian Defendants did not respond and trial court entered default and default judgment. Russian defendants moved to set aside default. Trial court denied motion. On appeal, state court of appeals reversed the entry of default and default judgment.

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Aug. 19, 2003	Averbach, v. Vnesheconombank, 280 F. Supp. 2d 945 (N.D. Cal. 2003).	Sovereign immunity; choice of law	Plaintiff U.S. businessman sued Defendant Russian bank in connection with letter of credit issued to Plaintiff on behalf of third party corporation. Defendant bank was an agent or instrumentality of a foreign state under FSIA. In 1992, Defendant Russian bank refused to pay until funds were given by Central Bank of Russia. Matter involved Russian liquidity crisis and a decision by the Presidium of the Soviet Supreme. Plaintiff waited ten years before filing case, alleging breach of contract, fraud and other intentional torts. Defendant moved for summary judgment. Trial court determined that Russian law governed in absence of contractual choice of law provision. Court dismissed case based upon Russian statute of limitations.
July 18, 2003	Tarasevich v. Eastwind Transport, Ltd., 2003 U.S. Dist. LEXIS 12452 (S.D.N.Y. July 18, 2003).	Forum non conveniens; admiralty; tort	Plaintiff Russian citizen was injured while in Uruguayan port on Cypriot ship owned by Russian Defendant company. Plaintiff sued Russian Defendant and two other foreign Defendants for personal injury. Russian Defendant moved to dismiss for forum non conveniens in favor of adjudication in Russia. Court determined that Russia was an adequate alternative forum and dismissed case for forum non conveniens.
June 23, 2003	Trade Arbed Inc. v. M.V Kandalaksha, 2003 WL 22097460 (S.D.N.Y. June 23, 2003).	Arbitration; admiralty	Plaintiff shipper brought admiralty action against Russian Defendant vessel owner and other parties (charterer and subcharterer of ship) for damages incurred during ocean shipment of goods. Charterer and subcharterer moved to compel arbitration and motion was granted. Russian Defendant also moved to compel arbitration. However, Russian Defendant's motion was denied because it was not party signatory to contract containing arbitration clause. Nevertheless, trial court stayed case against Russian Defendant pending arbitration of other claims against charterer and subcharterer.

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<p data-bbox="163 232 365 267">Apr. 16, 2003</p> <p data-bbox="163 378 365 414">Aug. 27, 2001</p>	<p data-bbox="392 232 924 342">Films by Jove, Inc., v. Berov, 250 F. Supp. 2d 156 (E.D.N.Y. 2003). (Decision on appeal.)</p> <p data-bbox="392 378 924 414">154 F. Supp. 2d 432 (E.D.N.Y. 2001).</p>	<p data-bbox="938 232 1338 305">Intellectual property; proof of foreign law; comity</p>	<p data-bbox="1352 232 2534 521">Plaintiffs, U.S. and Russian companies, sued Defendants for copyright infringement, breach contract, unfair competition and RICO violation in connection with library of Russian motion pictures created between 1946 to 1991. Russian Plaintiff, Soyuzmultfilm Studios, a former Russian state enterprise, claimed to own the rights to the films. U.S. company purchased right to become exclusive distributor of films. However agency of Russian Government (Federal State Unitarian Enterprise Soyuzmultfilm Studio FSUESMS) intervened and claimed ownership over films. Central issue was whether Plaintiffs or FSUESMS were the rightful owners of the films and associated rights.</p> <p data-bbox="1352 561 2534 672">Court determined issue of ownership under Russian law principles. Court considered extensive expert testimony, Russian laws and Russian court decisions. Court granted summary judgment in favor of Plaintiffs.</p> <p data-bbox="1352 712 2534 924">Shortly after summary judgment, Presidium of High Arbitrazh Court of Russian Federation (highest Russian Court) issued decision on certain Russian legal issues. Russian court overruled certain lower court decisions relied upon by U.S. court in summary judgment ruling. Russian court essentially determined that Plaintiffs did not have standing because property rights in films were vested in FSUESMS. Accordingly, FSUESMS and Defendants moved for reconsideration of summary judgment based upon new Russian ruling.</p> <p data-bbox="1352 964 2534 1245">On reconsideration, U.S. court gave new Russian decision consideration but did not find it dispositive. Ultimately, U.S. court rejected Russian decision and its analysis of Russian law. U.S. court found Russian decision to be plainly incorrect interpretation of Russian law. Furthermore, although Court did not make a sweeping condemnation of the entire Russian judiciary (as requested by Plaintiff), U.S. court determined that Russian decision was the result of a concerted effort by the Russian Government to control litigation result and keep ownership of the films with the Russian State. Accordingly, U.S. court did not defer to Russian decision under principles of comity.</p>

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Jan. 21, 2003	Nedagro B.V., v. ZAO Konversbank, 2003 U.S. Dist. LEXIS 787 (S.D.N.Y. Jan. 21, 2003).	Personal jurisdiction; subject matter jurisdiction; arbitration; contract	Plaintiff, Dutch corporation, entered into joint venture agreement with Defendant, Russian bank. After Defendant suspended performance under contract, Plaintiff initiated arbitration proceeding in Russia (Chamber of Commerce and Industry of Russian Federation). Arbitration panel determined that Defendant Russian bank breached agreement and awarded Plaintiff \$2 million. Plaintiff filed to confirm arbitration award in Moscow City Court. Russian court case was pending at time U.S. action filed. In U.S. case, Plaintiff sought to confirm and enforce arbitration award against Russian Defendant's assets in U.S. Russian Defendant moved to dismiss for lack of subject matter jurisdiction, lack of personal jurisdiction and forum non conveniens. Alternatively, Defendant requested stay pending decision in Russian case. Trial court denied motion to dismiss for lack of subject matter jurisdiction. However, trial court agreed to defer enforcement pending decision of Russian court regarding confirmation of arbitration award.
Jan. 15, 2003  Sept. 24, 2001	Dardana Ltd., v. A.O. Yuganskneftegaz, 317 F.3d 202 (2 <sup>nd</sup> Cir. 2003).  2001 WL 1131987 (S.D.N.Y. 2001).	Arbitration; personal jurisdiction	Petitioner was holder of a \$13 million arbitration award made through Stockholm Chamber of Commerce proceeding against Russian Defendant Yuganskneftegaz. Arbitrators also entered award against Defendant Yukos Oil Co., which appealed award to Stockholm court. While appeal was pending, Petitioner filed actions to confirm arbitration award in London and New York. London court deferred confirmation pending decision on Swedish appeal. Defendant Yukos moved to dismiss U.S. action for lack of personal jurisdiction. Trial court determined that personal jurisdiction was still required in arbitration confirmation and enforcement proceedings under New York Convention. Trial court dismissed case for lack of personal jurisdiction over Russian defendants. On appeal, Second Circuit vacated dismissal and remanded to permit additional discovery on jurisdictional issues and supplementation of record. Court reserved ruling on all other matters, including legal issue of whether personal jurisdiction is required for confirmation of international arbitration award.
Nov. 25, 2002	Klimenko v. Russian-American Co. Sovtek & Sobor Corp., 2002 U.S. Dist. LEXIS 23293 (N.D. Cal. Nov. 25, 2002).	Personal jurisdiction; intellectual property	Plaintiff (pro se) sued Defendant Russian company claiming Defendant breached a promise to support exhibitions of Plaintiff's art and violated copyrights. Court dismissed complaint with prejudice for failure to plead sufficient facts that would support personal jurisdiction.



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Sept. 30, 2002	Forum Fin. Group, LLC, v. President and Fellows of Harvard Coll., 2002 U.S. Dist LEXIS 18571 (D. Me. Sept. 30, 2002).	Service of process; personal jurisdiction; forum non conveniens; act of state; contract; tort	<p>Plaintiffs, American mutual fund company and principal, sued Defendants Harvard College, Harvard professor and American resident in Russia in connection with Harvard Institute for International Development Russian Program. Plaintiffs alleged breach of contract, fraud and negligence in launch of first Russian mutual fund and specialized depository. (There were parallel SEC and criminal actions based upon the underlying conduct.)</p> <p>Plaintiffs moved for Court order to serve process on American resident in Russia (who was evading service) by serving Defendant’s lawyer in New York. Russia had not ratified Hague Service Convention. American Defendant asserted that service must be made under 1935 Exchange of Diplomatic Notes between U.S. and U.S.S.R. Court questioned continuing validity of 1935 Exchange of Diplomatic Notes but determined that such agreement was not exclusive. Trial court directed that Plaintiff serve Defendant through his lawyer.</p> <p>Defendants moved to dismiss for lack of personal jurisdiction, forum non conveniens, act of state, and numerous other grounds. Trial court noted that all parties were American and denied dismissal. Defendants filed motions for summary judgment. Magistrate judge recommended granting summary judgment dismissing claims asserted by individual Plaintiff for lack of inj and dismissing certain punitive damages claims against Harvard College. Magistrate Judge recommended denying remaining aspects of motions for summary judgment.</p>
Nov. 19, 2001	173 F. Supp. 2d 72 (D. Me. 2001).		
Feb. 16, 2001	199 F.R.D. 22 (D. Me. 2001).		
Sept. 5, 2002	Base Metal Trading, Ltd., v. OJSC “Novokuznetsky Aluminum Factory”, 47 Fed. Appx. 73 (3 <sup>rd</sup> Cir. 2002).	Personal jurisdiction; discovery; arbitration	<p>Plaintiff foreign corporation sued Defendant Russian corporation to confirm foreign arbitrati award (Moscow Chamber of Commerce and Industry) against Defendant under New York Convention. Cases were brought in multiple jurisdictions. In Maryland case, Plaintiff sought attachment of shipment of aluminum allegedly owned by Defendant and present in U.S. port Defendant moved to dismiss for lack of personal jurisdiction. Trial court denied jurisdiction discovery and dismissed for lack of personal jurisdiction. On appeal, Fourth Circuit affirmed dismissal of case for lack of personal jurisdiction over Defendant. In New Jersey case, trial court also denied confirmation of arbitration award for lack of personal jurisdiction. On app Third Circuit affirmed dismissal for lack of personal jurisdiction. In Louisiana case, trial cot found that attachment of cargo of ship was wrongful and damages should be awarded. On appeal, Fifth Circuit affirmed.</p>
Mar. 6, 2002	283 F.3d 208 (4th Cir. 2002).		
Dec. 19, 2001	31 Fed. Appx. 159 (Table)(5 <sup>th</sup> Cir. 2001).		
Nov. 1, 2000	2000 WL 1644383 (E.D. La. 2000).		

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Mar. 12, 2002  Jan. 25, 2001  Oct. 18, 1999	Indosuez Int'l Fin. B.V., v. Nat'l Reserve Bank, 774 N.E.2d 696 (N.Y. 2002).  279 A.D.2d 408 (N.Y. App. Div. 2001).  1999 N.Y. Misc. LEXIS 476 (N.Y. Sup. Ct. Oct. 18, 1999).	Choice of law; personal jurisdiction; subject matter jurisdiction	Plaintiff Dutch bank sued Defendant Russian bank for in excess of \$100 million allegedly over under nondeliverable forward currency exchange transactions. Contracts were governed by U.S. and English law. In 1998, Russian government imposed a moratorium prohibiting Russian banks from paying under forward currency exchange transactions. Defendant pled that contracts were illegal and unenforceable under Russian law. Plaintiff moved for summary judgment. Court rejected Defendant's affirmative defenses and entered summary judgment of liability. Damages were later set at \$120 million. On appeal, appellate court determined that New York law governed over Russian law based upon standard conflicts of law principles. Appellate court affirmed judgment against Russian bank. Decision was affirmed on further appeal applying New York law.
Feb. 19, 2002	Marcantonio v. Primorsk Shipping Corp., 206 F. Supp. 2d 54 (D. Mass. 2002)	Admiralty; service of process; tort	Plaintiff, a ship master, claimed Russian Defendant's ship collided with Plaintiff's ship, causing personal injury. Plaintiff served process in Canada on a captain employed by Defendant. Court granted Plaintiff default judgment when Defendant failed to answer complaint. Russian Defendant filed motion to quash service and vacate default judgment. Defendant asserted that service should have been completed only under Hague Service Convention because Canada and U.S. were signatories. Alternatively, if Russian law applied, Russian Defendant asserted that service would have been required to be completed under 1935 Exchange of Diplomatic Note (because Hague Service Convention not yet in force with Russia). Court determined that service was improper under Hague Service Convention. Trial court granted motion to quash service and vacated default judgment.
Jan. 14, 2002  Mar. 21, 2001	Pavlov v. Bank of N.Y. Co., 25 Fed. Appx. 70 (2nd Cir. 2002).  135 F. Supp. 2d 426 (S.D.N.Y. 2001).	Forum non conveniens; RICO; subject matter jurisdiction	Plaintiffs (class action) claimed that Defendant American bank facilitated the looting and laundering of assets from several Russian banks. Plaintiffs asserted claims for RICO, conversion and aiding and abetting conversion. Defendants moved to dismiss for lack of subject matter jurisdiction under RICO and for forum non conveniens. Trial court determined that Plaintiffs failed to state RICO claim and therefore court lacked subject matter jurisdiction. Trial court also ruled that despite allegations of widespread corruption in Russian judiciary, Russia was an adequate alternative forum. Trial court granted dismissal for forum non conveniens. On appeal, Second Circuit reversed and remanded for reconsideration of certain RICO issues. Appellate court did not address forum non conveniens issue.

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Oct. 22, 2001	Century Int'l Arms, Ltd., v. Fed. State Unitary Enter. State Corp. 'Rosvoorouzhnie', 172 F. Supp. 2d 79 (D.D.C. 2001).	Choice of law; sovereign immunity; arbitration; contract; tort	Plaintiffs, U.S. and foreign corporations, sued Russian Federation agency or instrumentality engaged in export of Russian military equipment over a series of contracts for sale of rifles. Plaintiffs claimed that they had exclusive contractual rights to certain types of rifles. Plaintiff asserted claims for breach of contract and fraud. Defendant counterclaimed for enforcement favorable arbitration award and filed motion for summary judgment. Court engaged in choice of law analysis under FSIA and applied Russian law. Trial court granted summary judgment favor of Defendant and also enforced arbitration award as counterclaim.
Sept. 14, 2001  May 24, 1999	Joint Stock Soc'y v. UDV N. Am., Inc., 266 F.3d 164 (3d Cir. 2001).  53 F. Supp. 2d 692 (D. Del. 1999).	Intellectual property	Plaintiffs, Russian and U.S. companies, claimed Defendants, American companies, misused "Smirnoff" name and trademark in relation to vodka products over last fifty years. Plaintiffs sued for false advertising, trademark cancellation, Lanham Act violations and unfair competition and requested in excess of \$1.4 billion in damages. Plaintiffs claimed that they owned rights in "Smirnoff" name, a famous trade house and distillery taken over by the Soviet Government in 1918. Defendants moved for summary judgment on all claims. Trial court determined that Plaintiffs had not taken steps to enter U.S. market, lacked standing and would be barred by laches. Accordingly, trial court granted Defendants' motion for summary judgment. On appeal, Third Circuit affirmed dismissal of case for lack of Plaintiffs' standing.
Aug. 29, 2001  Nov. 21, 2000	U.S. Steel Group v. United States, 162 F. Supp. 2d 676 (Ct. Int'l Trade 2001).  123 F. Supp. 2d 1365 ( Ct. Int'l Trade 2000).	Antidumping	U.S. Government agency determined that U.S. antidumping investigation against Russian steel imports should be suspended pursuant to agreement with Russian Ministry of Trade. Plaintiff U.S. steel producer objected to suspension of antidumping investigation. Court remanded case to U.S. agency to reconsider its decision to suspend investigation. On remand, U.S. agency again determined that suspension of antidumping investigation was proper. Plaintiff again objected. Court affirmed U.S. agency suspension of antidumping investigation involving Russian steel imports.
May 16, 2001	GVA & BG v. Aeroflot Russian Int'l Airlines, 2001 U.S. Dist. LEXIS 6549 (N.D. Ill. May 16, 2001).	Contract	Plaintiff American company sued Defendant Russian airlines and related entities for failure to deliver a package from Chicago to Ukraine. Court held that contract was governed by Warsaw Convention, which preempted all state and federal law claims. Court granted Defendant's motion to dismiss.
May 15, 2001	Kashin v. Kent, 2001 U.S. Dist. LEXIS 11500 (E.D. Pa. May 15, 2001).	Tort	Plaintiff Russian citizen was seriously injured when struck by a car driven by Defendant, an employee of the U.S. Dept. of State, in Vladivostok. Court denied Plaintiff's petition for entry of default and default judgment for insufficient service of process upon Defendants.

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Apr. 24, 2001	Magness v. Russian Fed'n, 247 F.3d 609 (5th Cir. 2001).	Sovereign immunity	Plaintiffs, U.S. citizens, claimed Defendant Russian Federation and agencies wrongfully expropriated Plaintiffs' real properties (including a piano factory) located in Russia and certain personal property (pianos) purchased in Russia. Real properties were expropriated from Plaintiffs' ancestors in 1918. Plaintiffs allegedly secured renewed rights to properties in 1999 whereupon they were allegedly re-expropriated. Plaintiffs requested in excess of \$230 million.
Jan. 28, 2000	84 F. Supp. 2d 1357 (S.D. Ala. 2000).		
Jan. 12, 2000	79 F. Supp. 2d 765 (S.D. Tex. 2000).		
June 8, 1999	54 F. Supp. 2d 700 (S.D. Tex. 1999).		Plaintiffs moved for TRO that would have precluded Romanov jewels from leaving Texas. Counsel appeared for Russian Federation at TRO hearing and TRO was denied. Plaintiffs moved for default and default judgment against Defendants based upon failure to answer complaint. Trial court entered default judgment for in excess of \$230 million. Plaintiffs attempted to execute on Nicholas and Alexandra Exhibit (including national cultural treasure of Russian Federation) which was on exhibit in Alabama. U.S. Government intervened. Execution was denied.
			Russian Defendants moved to vacate default judgment based upon improper service under FSIA. Trial court denied motion to vacate default judgment based upon Defendants' actual notice and Plaintiffs' alleged "substantial compliance" with FSIA service provisions. On appeal, Fifth Circuit reversed and directed that default judgment be vacated. Fifth Circuit ruled that strict compliance with FSIA service provisions is required for service on foreign state. Fifth Circuit ruled that although "substantial compliance" with FSIA service provisions may be acceptable for service on agencies or instrumentalities of foreign state, substantial compliance was not present in case.
Mar. 16, 2001	Invest Almaz v. Temple-Inland Forest Prod. Corp., 243 F.3d 57 (1st Cir. 2001).	Contract	Plaintiff Russian company contracted with third party joint venturer to purchase factory from Defendant. Plaintiff's intent was to secure OSB machinery for use in Russia. Russian Plaintiff ultimately transferred over \$6 million for transaction to joint venture partner. However, factory and machinery were never purchased from Defendant through joint venture partner. Russian Plaintiff sued to try to recover some of its losses. Defendant moved for summary judgment and trial court granted summary judgment for Defendant. On appeal, First Circuit affirmed dismissal.

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Oct. 19, 2000	Chudnovsky v. Prudential Sec. Inc., 2000 U.S. Dist. LEXIS 15401 (S.D.N.Y. Oct. 19, 2000).	Employment	Plaintiff Russian immigrant claimed Defendant company discriminated against him on basis his national origin (and for other reasons). Plaintiff's charges of discrimination submitted to one state and one federal agency were dismissed. Court granted Defendant's motion to dismiss because Plaintiff lacked sufficient evidence of discrimination.
Sept. 20, 2000  Jan. 20, 2000	Parex Bank v. Russian Savings Bank, 116 F. Supp. 2d 415 (S.D.N.Y. 2000).  81 F. Supp. 2d 506 (S.D.N.Y. 2000).	Sovereign immunity; forum non conveniens; personal jurisdiction	Plaintiff Latvian bank filed a breach of contract claim against Defendant Russian bank in connection with nondeliverable forward exchange contract (NDF). Russian bank was agency instrumentality of Russian Federation. Action was originally filed in state court but removed federal court. Plaintiff sought remand to state court. Court denied remand under FSIA. Thereafter, Russian bank moved to dismiss for lack of personal jurisdiction, forum non conveniens and failure to state claim. Trial court determined that there was subject matter jurisdiction under FSIA and personal jurisdiction was proper. Court ruled that Russia was not an adequate alternative forum because Plaintiff's claim would not be permitted in Russia. Under recent Russian decision, Russian courts would not honor NDF contracts. Therefore, motion to dismiss for forum non conveniens was denied.
Mar. 10, 2000  Mar. 10, 2000	German v. Pena, 88 F. Supp. 2d 216 (S.D.N.Y. 2000).  88 F. Supp. 2d 222 (S.D.N.Y. 2000)	Employment	Plaintiff Russian native (resident in U.S.) claimed Defendant governmental employer discriminated against him on the basis of his Russian national origin. Trial court granted Defendant's motion to dismiss because Plaintiff did not exhaust administrative remedies.
Oct. 21, 1999  Sept. 11, 1998  Feb. 24, 1998	AAOT Foreign Econ. Ass'n (VO) Technostroyexport v. Int'l Dev. and Trade Serv., Inc., 1999 U.S. Dist. LEXIS 16617 (S.D.N.Y. Oct. 21, 1999).  1998 U.S. Dist. LEXIS 14401 (S.D.N.Y. Sept. 11, 1998).  139 F.3d 980 (2 <sup>nd</sup> Cir. 1998).	Arbitration; contract; discovery; enforcement of judgment	Plaintiff Russian corporation entered into contracts for purchase of non-ferrous metals with Defendant. After disputes arose, matter was submitted to arbitration in Russia (Chamber of Commerce and Industry of Russian Federation). Plaintiff prevailed at arbitration and receive award of approximately \$200 million. Thereafter, Plaintiff filed action to confirm arbitration award in New York. Defendant contested confirmation and claimed that confirmation would be contrary to public policy of U.S. because arbitration award allegedly subject of corruption and fraud. Defendant asserted that their own translator had testified that arbitration proceeding was "bought." According to Defendant, arbitration person confirmed that they could be "bought." Regardless, Defendant didn't raise issue, proceeded with arbitration and lost. Trial court confirmed arbitration award. On appeal, Second Circuit affirmed confirmation of arbitration award. Thereafter, the Russian Plaintiff sought discovery to assist in enforcement. The discovery proceedings were contentious and trial court ruled on various discovery matters.

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Oct. 12, 1999	Boule v. Hutton, 70 F. Supp. 2d 378 (S.D.N.Y. 1999).	Intellectual property	French Plaintiffs claim Russian Defendants (resident in U.S.) and U.S. Defendants falsely questioned the authenticity of Russian paintings Plaintiffs attempted to sell. Plaintiffs sued under Lanham Act and for injury to business reputation, disparagement of goods and defamation. Defendants moved for summary judgment on Lanham Act claim. Trial court granted partial summary judgment for Defendants.
Aug. 31, 1999	Concern Sojuzvneshttrans v. Buyanovski, 80 F. Supp. 2d 273 (D.N.J. 1999).	RICO; choice of law	Plaintiff Russian corporation contracted to forward freight for Defendants, Russian citizens & U.S. company. Plaintiff claimed Defendants provided fraudulent and false instructions. Plaintiff sued for RICO and fraud. Defendants moved to dismiss for failure to state claim. Trial court denied motion to dismiss RICO claim. Applying Russian or Kazakhstani law, trial court dismissed fraud claims as time barred.

Decision Date	Case Caption	Category	Issues/Holding
Feb. 1, 1999	Itar-Tass Russian News Agency v. Russian Kurier, Inc., 1999 U.S. Dist. LEXIS 1101 (S.D.N.Y. Feb. 1, 1999).	Choice of law; proof of foreign law; intellectual property; injunctions	Plaintiff Russian news agencies and newspapers sued Defendant U.S. company and individual principals for copyright infringement. Defendants unabashedly reproduced Plaintiffs' article their entirety without Plaintiffs' permission and published them in U.S.
Aug. 27, 1998	153 F.3d 82 (2d Cir. 1998).		Plaintiff moved for preliminary injunction. Central issue was whether Plaintiffs possessed rights in the articles under Russian law (or whether such rights were held by others, including authors). Trial court engaged in analysis of Russian copyright law and entered injunction. Parties engaged in skirmishes over injunction and discovery. Court awarded discovery sanctions several times in favor of Russian Plaintiffs and against U.S. Defendants. Matter proceeded to non-jury trial. After trial, court entered judgment in favor of Russian Plaintiffs finding copyright infringement and awarded damages of approximately \$500,000. Court engaged in detailed analysis of Russian copyright law with assistance of expert witnesses to prove foreign law. Trial court determined that Russian Plaintiffs possessed rights in the copyrighted materials. Court awarded attorneys' fees in favor of Russian Plaintiff.
June 10, 1997	1997 U.S. Dist. LEXIS 8297 (S.D.N.Y. June 10, 1997).		On appeal, Second Circuit affirmed in part and reversed in part. Appellate court determined that Russian law governed issue of ownership of copyrighted material. Under Russian law, news agency, but not newspapers, had rights in intellectual property. (With respect to newspapers, only authors had rights to articles.) Accordingly, newspapers were not able to pursue claims.
Mar. 10, 1997	1997 U.S. Dist. LEXIS 2717 (S.D.N.Y. Mar. 10, 1997).		
Aug. 26, 1996	1996 U.S. Dist. LEXIS 12442 (S.D.N.Y. Aug. 26, 1996).		
June 17, 1996	1996 U.S. Dist. LEXIS 8478 (S.D.N.Y. June 17, 1996).		
May 20, 1996	1996 U.S. Dist. LEXIS 6861 (S.D.N.Y. May 20, 1996).		
May 13, 1995	1995 U.S. Dist. LEXIS 6589 (S.D.N.Y. May 13, 1995).		
May 13, 1995	886 F. Supp. 1120 (S.D.N.Y. 1995).		

Decision Date	Case Caption	Category	Issues/Holding
Jan. 22, 1999	Magnesium Corp. of America v. United States, 166 F.3d 1364 (Fed. Cir. 1999).	Antidumping	Plaintiffs brought antidumping action for review of agency determination that imports of pure magnesium from Russia were not sold at less than fair value in U.S. Russian magnesium producers intervened. Trial court remanded to U.S. agency for recalculation of value of certain expenses and consideration of export taxes but otherwise denied Plaintiffs' petition. Trial court found that Russian magnesium was not being sold in U.S. for less than fair value. On appeal Federal Circuit affirmed judgment that Russian magnesium was not being sold at less than fair value in U.S.
Dec. 23, 1996	949 F. Supp. 870 (Ct. Int'l Trade 1996).		
Aug. 27, 1996	938 F. Supp. 885 (Ct. Int'l Trade 1996).		
Dec. 16, 1998	Russian Acad. of Sci. v. American Geophysical Union, 1998 U.S. Dist. LEXIS 20598 (D.D.C. Dec. 16, 1998).	Intellectual property	Plaintiff Russian Academy of Sciences (agency of Russian Federation) sought preliminary injunction to prevent Defendant American non-profit from using a journal title similar to Plaintiff's trademark name in English translation. Court granted preliminary injunction because actual confusion between two similar journals occurred.
Oct. 28, 1998	Lysogorov v. Novorosiysk Shipping Co., 722 So. 2d 1030 (La. App. 1998).	Admiralty	Russian Plaintiff sued Defendant Russian employer for injuries sustained while walking to his ship when docked in U.S. Plaintiff signed collective bargaining agreement created in accordance with Russian employment law. Agreement required that all compensation claims submitted to an out-of-court procedure prior to filing a claim. Trial court dismissed Plaintiff's claim because an out-of-court Russian procedure was not used under collective bargaining agreement. On appeal, state court of appeals affirmed dismissal.
Sept. 9, 1998	BNP-Dresdner Bank ZAO v. Imdad Haque, 1998 U.S. Dist. LEXIS 14113 (S.D.N.Y. Sept. 9, 1998).	Contract	Plaintiff Russian bank sued Defendant U.S. individual on loan guarantee in relation to Russian debtor company. Court granted Plaintiff's motion for summary judgment against Defendant.
Apr. 14, 1998	Lam v. Aeroflot Russian Int'l Airlines, 999 F. Supp. 728 (S.D.N.Y. 1998).	Subject matter jurisdiction	Plaintiff, wife of American killed in plane crash in Russia, sued Defendant Russian airlines for wrongful death. Defendant moved to dismiss for lack of subject matter jurisdiction. Trial court denied Defendant's motion to dismiss ruling that Warsaw Convention conferred jurisdiction because travel ultimately began and ended in US.
Mar. 9, 1998	Moscow Distillery Cristall v. Pepsico, Inc., 1998 U.S. App. LEXIS 4428 (9th Cir. Mar. 9, 1998).	Contract; intellectual property	Plaintiff Russian company claimed ownership of "Cristall" mark. Plaintiff sued Defendant U.S. company for alleged infringement on Plaintiff's trademark when Defendant marketed another vodka using "Cristall" name. Jury ruled in favor of Russian Plaintiff and awarded damages. On appeal, Ninth Circuit affirmed judgment for Plaintiff.

Decision Date	Case Caption	Category	Issues/Holding
Sept. 19, 1997	Geneva Steel v. Ranger Steel, 980 F. Supp. 1209 (D. Utah 1997).	Antidumping	Plaintiff U.S. steel producer sued Defendants U.S. and foreign steel traders claiming that Defendants violated the Antidumping Act by importing Russian steel and selling it in U.S. below actual market value in Russia. Defendants moved to dismiss for failure to state claim. Trial court denied Defendant's motion to dismiss because there was strong evidence to support Plaintiff's claim.
Sept. 19, 1997	Kozorowski v. Russian Fed'n, 124 F.3d 211 (Table), 1997 U.S. App. LEXIS 26266 (9th Cir. Sept. 19, 1997).	Sovereign immunity	Plaintiffs were Polish veterans from WWII who sued Defendant Russian Federation and numerous Russian newspapers for wrongful death, intentional infliction of emotional distress, conspiracy and fraud in connection with the Katyn Forest massacre in western Russia in 1940. Soviet Union had denied involvement in massacre from 1940 until 1990 when admitted that Soviet secret police conducted massacre. Russian Defendants moved to dismiss for sovereign immunity. Trial court dismissed all claims for sovereign immunity under FSIA and otherwise. On appeal, Ninth Circuit affirmed dismissal. (Dismissal affirmed whether or not FSIA applied retroactively.)
Aug. 20, 1997 Nov. 19, 1996	Shieldalloy Metallurgical Corp., v. United States, 975 F. Supp. 361 (Ct. Int'l Trade 1997). 947 F. Supp. 525 (Ct. Int'l Trade 1996).	Antidumping	U.S. agencies conducted antidumping investigation of Russian ferrovanadium and nitrated vanadium. Department of Commerce issued antidumping determination that imports of Russian ferrovanadium and nitrated vanadium were injuring U.S. domestic industry. Plaintiff U.S. corporation petitioned against certain aspects of antidumping determination. Trial court remanded for further agency action including corrections and explanations. After remand, Plaintiff again objected. Court sustained agency remand results.
July 18, 1997	Spirit of Excellence, Ltd. v. Progress Small Business Enterprise of Moscow, 1997 WL 413963 (N.D. Ill. 1997).	Arbitration; contract	Plaintiff U.S. corporation contracted with Defendant Russian company for supply of certain consumer goods. Plaintiff alleged that Defendant breached and brought action for breach of contract. Contracts contained arbitration provision requiring dispute resolution through "Arbitration Court of Chamber of Commerce and Industry of Russian Federation in Moscow. Defendant moved to dismiss based upon arbitration clause. Trial court dismissed case in favor of arbitration.
June 11, 1997	Severonickel v. Gaston Reymenants, 115 F.3d 265 (4 <sup>th</sup> Cir. 1997)	Arbitration; contract	Plaintiff Russian company filed breach of contract case in Maryland state court. Defendant removed to federal court arguing that case related to arbitration agreement and therefore involved federal law. Russian Plaintiff moved to remand to state court based upon lack of arbitration agreement. Trial court remanded to Maryland state court. On appeal, Fourth Circuit determined that it did not have appellate jurisdiction to consider remand order.

Decision Date	Case Caption	Category	Issues/Holding
May 5, 1997	Nutrasweet Co. v. Vit-Mar Enter., Inc., 112 F.3d 689 (3 <sup>rd</sup> Cir. 1997).	Injunction	Plaintiff U.S. manufacturer sued Russian exporter and related parties to keep them from importing to U.S. sweetener that Plaintiff originally sold to other foreign concerns at discount with express agreement that buyers would distribute products only outside of U.S. Plaintiff sought and obtained temporary restraining order barring import of products. Defendant appealed. On appeal, Third Circuit vacated temporary restraining order and remanded for further proceedings.
Mar. 4, 1997	Volga-Inconsult-Invest v. United Mgmt. Corp., 1997 U.S. Dist. LEXIS 21711 (E.D.N.Y. Mar. 4, 1997).	Contract; tort	Plaintiff Russian company contracted to sell Russian leather to Defendant and purchase Brazilian leather from Defendant. Disputes arose and Russian company sued for breach of contract, fraud and conversion. Defendants moved for summary judgment. Trial court denied Defendants' motion for summary judgment because genuine issues of material fact existed.
Feb. 5, 1997	Williamson v. Petrosakh Joint Stock Co. of the Closed Type, 952 F. Supp. 495 (S.D. Tex. 1997).	Personal jurisdiction	Plaintiff, wife of American killed in Russian avalanche, sued Defendant Russian company for wrongful death. Plaintiff's husband had been recruited by an intermediary and hired in Texas to work at Russian Defendant's refinery as consultant. Plaintiff's husband's contract was with U.S. intermediary, not Russian Defendant and he worked as independent contractor. Russian Defendant moved to dismiss for lack of personal jurisdiction. Trial court dismissed case for lack of personal jurisdiction.
Jan. 22, 1997	Balashov v. Baltic Shipping Co., 687 So. 2d 1101 (La. Ct. App. 1997).	Service of process; choice of law; admiralty	Plaintiff Russian citizen injured while working on Defendant Russian company's ship in Spanish waters. Plaintiff filed writ of attachment in Louisiana. Matter proceeded to trial and Plaintiff received large award. Defendant appealed based upon alleged improper service, admiralty law and trial errors. On appeal, state court of appeals affirmed trial court judgment against Defendant in all respects.
Jan. 20, 1997	Central Sports Army Club v. Arena Assoc., Inc., 952 F. Supp. 181 (S.D.N.Y. 1997).	Personal jurisdiction; contract; injunction	Plaintiffs, Russian hockey club and Russian sports association, sued Defendants U.S. hockey team, U.S. hockey league and related parties for interfering with contractual rights by stealing star hockey player (Samsonov). Defendants moved to dismiss for lack of personal jurisdiction and improper venue. Trial court denied both motions. Plaintiff requested injunctive relief barring player from playing for Defendants. Trial court denied injunctive relief.

Decision Date	Case Caption	Category	Issues/Holding
Aug. 13, 1996	Semtek Int'l Inc. v. Merkuriy, Ltd., 1996 U.S. Dist. LEXIS 22248 (D. Mass. Aug. 13, 1996).	Service of process	Plaintiff U.S. company sued Defendants Russian company and Russian individual in matter related to telecommunications joint venture. Plaintiff attempted service by mailing documents to Russia without Russian translation. Later, Plaintiff sent documents to Russia by registered mail with a Russian translation. Russian Defendants did not respond and trial court entered default judgment against Russian Defendants. Thereafter, Russian Defendants moved to quash service and vacate default judgment. Trial court determined that 1935 Exchange of Diplomatic Notes between U.S. and U.S.S.R. was in effect. Court ruled that although 1935 Exchange of Diplomatic Notes did not explicitly prohibit other forms of service, Russian Supreme Soviet decree only provided an exception to letters rogatory for service by agent or mail with prior permission from Russian court. Trial court deferred to decree and other sources and determined that service of process was improper. Trial court vacated default judgment.
Jan. 30, 1996	Transsuper v. Finnbra, Ltd., 1996 U.S. Dist. LEXIS 961 (S.D.N.Y. Jan. 30, 1996).	RICO	Plaintiffs, Russian corporation and U.S. corporation, filed claims against foreign Defendant related to failed joint venture to develop real estate in Russia. Plaintiffs asserted fraud, RICO and conversion claims. Court granted Defendant's motion for summary judgment because of lack of evidence supporting Plaintiffs' RICO claims. The pendent state claims were also dismissed.
Dec. 8, 1995	Triton Container Int'l, Ltd. v. Baltic Shipping Co., 1995 WL 729329 (E.D. La. Dec. 8, 1995).	Arbitration; admiralty; contract	Defendant Russian merchant line was sued for breach of contract. After answering complaint Russian Defendant moved to compel arbitration. Although trial court found valid arbitration clause requiring arbitration in Russia, trial court determined that Russian Defendant waived arbitration rights. Motion to compel arbitration denied.
Nov. 10, 1995	Cent. Principal Dwelling Bd. of the Ministry of Def. of the Russian Fed'n v. New Hampshire Ins. Co., 904 F. Supp. 203 (S.D.N.Y. 1995).	Forum non conveniens	Plaintiff Russian government agency sued Defendant American insurance company for failure to pay insurance claim relating to a construction project in another foreign state. Defendant moved for forum non conveniens dismissal in favor of Finnish forum. Court denied Defendant's motion to dismiss for forum non conveniens.
Nov. 8, 1995	Happy Merch., Ltd., v. Far E. Shipping Co., 1995 U.S. Dist. LEXIS 17446 (N.D. Cal. Nov. 8, 1995).	Personal jurisdiction; forum non conveniens	Plaintiff foreign company sued Defendant Russian company for delivering cargo to wrong party and the subsequent sale of cargo as act of "piracy." Plaintiff claimed that Defendant threatened the lives of certain Plaintiff's employees if legal action taken in Russia and that Plaintiff would be effectively barred from pursuing the claim if unable to litigate in U.S. Defendants moved to dismiss for lack of personal jurisdiction, forum non conveniens and/or to compel arbitration. Trial court dismissed for lack of personal jurisdiction.

Decision Date	Case Caption	Category	Issues/Holding
Sept. 29, 1995	Sidwell & Co., Ltd., v. Kamchatimpex, 166 Misc. 2d 639 (N.Y. Sup. Ct. 1995).	Contract	Plaintiff English importer entered into contract with Defendant Russian company to purchase salmon. Payment was deposited into Russian Defendant company's New York bank account maintained by Russian bank. After salmon was determined to be spoiled by bacteria, Plaintiff sued Russian company and sought to attach funds maintained by non-party Russian bank in New York. Court denied attachment.
June 15, 1995  July 27, 1994	Gandler, v. Nazarov, 1995 U.S. Dist. LEXIS 8325 (S.D.N.Y. June 15, 1995).  1994 U.S. Dist. LEXIS 10236 (S.D.N.Y. July 27, 1994).	Personal jurisdiction	Plaintiff U.S. sports agency and principal contracted to represent Defendant Russian hockey player citizen in securing NHL contract. Plaintiff sued Defendant for breach of contract. Defendant moved for dismissal based on lack of personal jurisdiction and claimed that forum selection clause in contract was invalid. Court referred matter to a Magistrate Judge for an evidentiary hearing to determine validity of forum selection clause.
Mar. 24, 1995	Global Shipping and Trading, Ltd., v. Verkhnesaldincky Metallurgic Co., 892 P.2d 143 (Wyo. 1995).	Enforcement of judgment; personal jurisdiction; discovery	In prior litigation, Russian titanium manufacturer sued U.S. company for breach of contract. U.S. court awarded Russian manufacturer judgment of approximately \$15 million after U.S. company defaulted and engaged in discovery violations. Thereafter, Russian manufacturer sought to execute on judgment. After Russian manufacturer took control of American company, U.S. company and its former shareholders, officers and directors sued as Plaintiffs to enjoin takeover by Russian Defendant manufacturer. Russian Defendant counterclaimed based on outstanding judgment. Plaintiffs sought to block discovery. Trial court directed Plaintiff to appear for depositions in Wyoming. After Plaintiffs failed to comply with discovery, trial court entered default judgment against them. On appeal, state Supreme Court affirmed sanction of default against Plaintiffs and confirmed personal jurisdiction over Plaintiffs.
Feb. 16, 1995	A.O. Russky Les v. Inservice, Inc., 1995 WL 87262 (E.D.N.Y. 1995).	Arbitration; contract	Plaintiff Russian company contracted with Defendant U.S. company for purchase of sugar. After dispute developed, Plaintiff sued Defendant for breach of contract. Contract contained arbitration clause requiring arbitration through arbitration court of Stockholm Chamber of Commerce and Industry. Defendant moved to dismiss complaint based upon arbitration clause. Trial court granted motion to dismiss.
Feb. 6, 1995	Kuibyshevnefteorgsynthet v. Model, 1995 U.S. Dist. LEXIS 1896 (D.N.J. Feb. 6, 1995).	Contract; choice of law	Plaintiff Russian company contracted with Defendant U.S. company to purchase household goods. Plaintiff sued Defendant for breach of contract and fraud when only a small fraction of the goods were received despite full payment. Trial court granted partial summary judgment favor of Russian Plaintiff for breach of contract claim but denied Plaintiff's motion for summary judgment on allegations of fraud. Court applied U.S. law but noted that result would have been same under Russian law. Trial court reserved issue of damages.

Decision Date	Case Caption	Category	Issues/Holding
Sept. 30, 1994	Reed Int'l Trading Corp., v. Donau Bank AG, 866 F. Supp. 750 (S.D.N.Y. 1994).	Sovereign immunity	Plaintiffs, U.S. and foreign corporations, sued foreign banks, including Russian bank, alleging breach of letter of credit. Defendant Russian bank moved to dismiss for sovereign immunity and failure to state claim. Although Russian bank qualified as agency or instrumentality of Russian Federation under FSIA, trial court determined that commercial exception to sovereign immunity applied and FSIA motion was denied. However, trial court dismissed claims against Russian bank for failure to state claim.

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