**INTERNATIONAL CIVIL LITIGATION**

**Professor Mike Ramsey**

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**ICL Hypothetical – Version #5**

Assume all facts given in the prior versions of the hypothetical, plus the following:

1. As Zach McKenna’s attorney, you are contacted by an attorney for TIMCO Investments, who suggests discussing a settlement of the case. The attorney lets you know that TIMCO is planning to file suit against McKenna in China, seeking a declaration from the Chinese court that McKenna has no ownership rights in any of the TIMCO entities.

Consider how the possible Chinese case may affect the litigation in the United States and what responses on behalf of McKenna you might have.

1. Your client, Mr. McKenna, finally locates a copy of the written employment contract between McKenna and TIMCO Manufacturing Co. (which he previously had not been able to find). The contract contains the following clause:

Section 19: Disputes arising under this contract will be resolved in the commercial court of Beijing, People’s Republic of China, in accordance with Chinese law.

Section 19 of the contract appears on the second page, in the middle of a series of “boilerplate” legal provisions relating to, for example, assignment, severability, amendment, waiver, and addresses for notifications.

Consider the defendants’ likely strategy and McKenna’s possible responses.