

FILED

IN THE CHANCERY COURT, STATE OF WYOMING

2025 WYCH 12

Wenwen Yu, Min Li, DADA BUSINESS
TRADING Co., Limited, Xiangrong Dai,
Yan Qin Chen, FUTURE SCIENCE AND
TECHNOLOGY Co. Ltd, and Zheng Dai,

Plaintiffs,

v.

NEXT TECHNOLOGY HOLDING, INC.
f/k/a WETRADE GROUP, INC.,

Defendant.

Docket No. CH-2025-0000016

**ORDER DENYING MOTION TO DISMISS
FOR FORUM NON CONVENIENS**

[¶1] Defendant seeks dismissal, arguing that the courts of China are better positioned to decide this case. To succeed on that argument, defendant—a publicly traded Wyoming corporation—must convince the court that litigating here is seriously inconvenient and that justice would be better served in China. Overriding plaintiffs’ right to select the forum is a tall order under Wyoming law, and defendant has not carried that burden. The court concludes that (1) the advantages of litigating here outweigh any obstacles to a fair trial and that (2) Wyoming has a legitimate interest in hearing this case. Defendant’s motion is denied.

BACKGROUND

The Parties

[¶2] Defendant Next Technology Holding, Inc., formerly known as WeTrade Group, Inc. (Next Tech), is a Wyoming corporation that provides “technical services and solutions through various social e-commerce platforms.” *Compl.*, ¶ 13. Next Tech has its principal place of business in China. *Id.* ¶ 8.

[¶3] Plaintiffs are five individuals and two business entities who were, at all pertinent times, all Next Tech shareholders. *Id.* ¶¶ 1-7, 14.

[¶4] Aside from Ms. Yu, who resides in Florida, the individual plaintiffs all live in China. *Id.* ¶¶ 1, 2, 4, 5, 7. The entity defendants do not call Wyoming home, either. One is a Chinese corporation and the other is a Marshall Islands corporation, both having their principal places of business in China. *Id.* ¶¶ 3, 6.

The Complaint

[¶5] Plaintiffs seek damages for breach of various agreements, either for amounts loaned to or services performed for the corporation. Each loan was orally agreed upon. *Id.* ¶¶ 26, 33, 40, 46, 52, 59, 66. And the services—plaintiff Zheng Dai’s employment as Next Tech’s Chairman and Executive Director—were performed in accordance with a written contract. *Id.* ¶¶ 68-71.

[¶6] According to the complaint, the loans were made on account of plaintiffs’ close relationship with Next Tech’s majority shareholders, who were all friends and family of the plaintiffs. *Id.* ¶¶ 14-16. Each loan was made on terms favorable to Next Tech “in part because Plaintiffs trusted their friends and family who comprised the majority ownership” of Next Tech “and as such controlled” it and “could cause” the corporation “to repay” them. *Id.* ¶ 17. They also, as shareholders, wanted to help the corporation. *Id.*

[¶7] Plaintiffs allege that they loaned United States and Hong Kong dollars to Next Tech between 2021 and the end of 2023:

- Yu loaned US\$757,980, *Id.* ¶ 28;
- Li loaned US\$300,000 and HK\$100,000, *Id.* ¶ 35;
- X. Dai loaned US\$5,000, *Id.* ¶ 41;
- Chen loaned US\$70,000, *Id.* ¶ 47;
- Z. Dai loaned US\$556,886.15, *Id.* ¶ 54;
- Dada Business Trading loaned US\$22,244.15 and HK\$68,692.79, *Id.* ¶ 61; and
- Future Science and Technology loaned US\$199,998.05, *Id.* ¶ 67.

The complaint also requests US \$152,000 in damages under the service contract, representing Dai’s unpaid salary. *Id.* ¶ 75.

[¶8] Altogether, the complaint seeks an award of \$2,064,108.35 in US Dollars and \$168,692.79 in Hong Kong Dollars (about \$21,500.00 USD). *See also Mot. Dism.*, pgs. 5-6. In other words, almost 99% of these alleged transactions were in US Dollars.

The Motion to Dismiss

[¶9] Next Tech seeks dismissal on the grounds of *forum non conveniens*. (FSX No. 76841798).

Defendant's Argument

[¶10] Next Tech believes that China is an adequate alternative forum for this case. As a Wyoming corporation principally doing business in China, Next Tech is subject to service in China; Chinese law provides for jurisdiction over civil lawsuits instituted against organizations having a principal office located in China. Chinese courts routinely handle breach of contract actions seeking monetary damages, as reflected in various federal opinions deciding *forum non conveniens* challenges. *Mot. Dism.*, pg. 9 (citing *Sinochem Intern. Co. Ltd. v. Malaysia Intern. Shipping Corp.*, 549 U.S. 422 (2007); *Zheng v. Soufun Holdings, Ltd.*, No. 1:15-CV-1690, 2016 WL 1626951 (N.D. Ohio Apr. 25, 2016) (in turn citing *Jiangsu Hongyuan Pharm. Co., Ltd. v. DI Global Logistics, Inc.*, 2016 WL 455347 (S.D. Fla. Feb. 5, 2016); *Chengwu Zhao v. Guo Qiang Ye*, No. 3:14 CV 157, 2015 WL 2170124 (D.Oregon May 6, 2015); and *Warner Tech. & Inv. Corp. v. Hou*, No. 13-7415, 2014 WL 7409978, at *3-4 (D.N.J. Dec. 31, 2014))).

[¶11] Next Tech sees Wyoming as an inconvenient forum for several reasons.

[¶12] First, no party is located in this state, and only Ms. Yu resides in this country. All other individuals involved in this lawsuit, including any non-party witnesses, are in China; according to Chinese law, individuals may not be deposed in China in connection with foreign proceedings. Since the alleged transactions occurred under prior management, third parties with information about the alleged loans and employee agreement are not reachable through this court's subpoena power.

[¶13] Second, the loans were not made and the employment agreement was not signed in Wyoming, so no pertinent evidence is located here. Some of the loans coming in Hong Kong dollars suggests that "the funds came from overseas accounts." *Mot. Dism.*, pg. 11. As such, "critical evidence such as bank records, communications, and other documentation that would refute the existence of the alleged loans are likely located in China or elsewhere, and certainly not in Wyoming." *Id.* That evidence is, according to Next Tech, also beyond the subpoena power of Wyoming's chancery court. And since "the loan transactions would have been facilitated by third party financial institutions, their records will have to be evidence and record custodians would need to testify." *Id.* Next Tech also contends that, considering plaintiffs' "demonstrated prior history of fabricating documents and even audio recordings" in a prior case before this court, "Chinese bank records must be obtained to verify whether the alleged transactions occurred at all." *Id.*

[¶14] Third, language barriers present a challenge. The documents involved in this case, such as "contracts, bank records, and communications," will need to be

translated from Chinese to English. *Id.* pg. 12. The same goes for the witnesses, whose testimony will require interpreters. *Id.*

[¶15] Next Tech also contends that at least some of the plaintiffs here are using this lawsuit to harass the entity. *Id.* pgs. 2-5, 12. Defendant has been sued in three other recent lawsuits that were brought by some iteration of the plaintiffs and those allied with them. Most relevant is what Next Tech describes as the Wyoming control dispute, CH-2023-0000028.

[¶16] In that lawsuit, four plaintiffs to this action (among others) sued Next Tech’s acting board of directors, alleging the resignation of that board. Next Tech’s current motion relays in some detail the complex facts raised in and the disposition of that lawsuit; Exhibits A through D and F through K of the motion are documents pertaining to it. That case included three published orders from this court: *Aishangyou Ltd. v. Wetrade Grp., Inc.*, 2023 WYCH 7 (Nov. 7, 2023); *Aishangyou Ltd. v. Wetrade Grp., Inc.*, 2024 WYCH 4 (Apr. 24, 2024); and *Aishangyou Ltd. v. Wetrade Grp., Inc.*, 2024 WYCH 7 (June 7, 2024). The first of those orders described the action as two sets of boards of directors alleging “that the other ha[d] hijacked control” of Next Tech. *Aishangyou Ltd.*, 2023 WYCH 7, ¶ 5. The case involved company transactions starting in December 2022. *Id.* at ¶ 6.

[¶17] The parties to that case stipulated to dismissal about eight months after its filing. *See* CH-2023-0000028, FSX Nos. 71132286 and 73369080. Before that dismissal, Next Tech moved for summary judgment on its counterclaims based on an earlier stipulated dismissal of the case’s First Amended Complaint, claiming that the parties had intended to foreclose further proceedings on the issues raised therein. *Order Denying WeTrade Group, Inc.’s Motion for Summary Judgment* (FSX. No 73344661 ¶¶ 1; 17). That requested judgment was improper because, among other things, the plaintiffs’ reason for dismissing their complaint was unknown: it was “impossible for the court to know whether Plaintiffs’ litigation strategy of capitulation on their claims was motivated by the strength of their case, conservation of party resources, or other factors.” *Id.* ¶ 17. The court continued in a footnote:

Possibly including an unalloyed, cockeyed optimism that complete abandonment of Plaintiffs’ claims could be the first step in a move toward détente. Or perhaps their views as to the management of the business has changed. (E.g, one of the disputes in this case concerns purchase of bitcoin, and it is common knowledge that the market value of bitcoin has increased geometrically in recent months). Or they were embarrassed by the attempted use of fabricated evidence. Or they ran out of money to pay attorney fees. Or something else. Speculation and conjecture as to the true motive for dropping a lawsuit could be endless.

This passage was the only mention of the fabricated evidence in any order in the case.

[¶18] Finally, Next Tech believes that, without any Wyoming connection to the current lawsuit, hearing this matter in chancery court would serve no public interest. The court, therefore, should not “expend resources resolving a private commercial dispute involving foreign parties over alleged transactions occurring entirely outside” of Wyoming. *Mot. Dism.*, pg. 13.

Plaintiffs’ Response

[¶19] In response (FSX No. 76970030), plaintiffs highlight that Next Tech is a Wyoming entity with stock publicly traded on the NASDAQ Stock Exchange in the United States. They assert that China does not offer a proper alternative forum because “in China there is no formal discovery procedure for depositions, interrogatories, or requests for admission; rather, Chinese courts investigate and take evidence only from certain relevant individuals and require testimony in court.” *Resp.*, pg. 5. Citing *Zhizheng Wang v. Hull*, 2020 WL 4734930, at *2 (W.D. Wash. June 22, 2020), plaintiffs propose that Wyoming is an appropriate forum because Chinese residents are often deposed in Hong Kong, Macau, Seoul, or Taipei, with video conferencing available for any parties or counsel in the United States; document translation and witness interpretation are likewise routine in American courts. *Id.* pgs. 7-8. To minimize expense, plaintiffs “will pay their own necessary costs to conduct in-person depositions in another country, if need be.” *Id.* pg. 7.

[¶20] Plaintiffs also assert that the chancery court was designed to provide expeditious dispute resolution, so the burden on Wyoming’s public will be insignificant. *Id.* pg. 9. Plaintiffs filed in this forum “so that Defendant’s continued reference to, and reliance on, a previous 2023 Chancery Court action can be squarely addressed by the Court once and for all.” *Id.* pg. 3 n.1.

Defendant’s Reply

[¶21] Next Tech replied (FSX No. 77191581), first challenging plaintiffs’ concern about the lack of formal discovery in China by again raising federal precedent finding China an adequate forum for similar cases. Because those cases show that the possible remedy in China might look different but does exist, China is an adequate alternative forum. And beyond that, China would also be a more expedient forum for plaintiffs because they would not need to domesticate a Chinese judgment in China.

[¶22] Next Tech insists that its incorporation in Wyoming is not important, pointing out that plaintiff cited “no Wyoming authority recognizing state of incorporation as a private-interest factor, much less a decisive one.” *Rep.*, pg. 5.

[¶23] Because the current case involves allegations of oral loans and employment services, Next Tech views this case as different from the earlier Wyoming cases between many of the current parties. Those cases raised issues of corporate governance while this case involves alleged oral loans and an employment contract. *Id.* pg. 7. And Next Tech cannot use its own financial information and representatives to defend

here because plaintiffs’ “documented history of fabricating evidence” necessitates admissible Chinese bank records. *Id.* pg. 7. Nor does plaintiffs’ “promise to pay for their own deposition costs . . . resolve who bears the expense of third-party depositions (assuming [those third parties] are willing to testify), trial testimony, and the translation of voluminous Chinese-language documents and communications.” *Id.* pg. 8.

[¶24] Finally, Next Tech warns that denying their motion would signal that “incorporation alone is enough to force corporations into costly litigation in Wyoming, regardless of where the parties, witnesses, or evidence are located.” *Id.* pg. 10. Next Tech believes that such a rule is best avoided for policy reasons: it would overburden Wyoming’s courts and at the same time discourage company formation in Wyoming.

JURISDICTION

[¶25] This case seeks repayment of verbal loan agreements and damages for a breached employment agreement. The court has jurisdiction to hear and decide such cases under Wyo. Stat. § 5-13-115(b)(i), (b)(v)(E). *See Schlesinger v. Woodcock*, 2001 WY 120, 35 P.3d 1232 (Wyo. 2001). *Cf. Sheesley as Tr. of DCS Tr. dated May 17, 2005 v. AristaTek, Inc.*, 2025 WY 89, ¶ 15 573 P.3d 535, 542 (Wyo. 2025) (noting that a “promissory note is a species of contract subject to the ordinary requirements of contract law”).

PROCEDURAL STANDARDS

[¶26] In reviewing a motion to dismiss under the doctrine of *forum non conveniens*, the court generally accepts as true a complaint’s well-pleaded facts. *Saunders v. Saunders*, 2019 WY 82, ¶ 11, 445 P.3d 991, 996 (Wyo. 2019) (citing *Espinoza v. Evergreen Helicopters, Inc.*, 359 Or. 63, 376 P.3d 960, 982 (Or. 2016) and 5B Fed. Prac. & Proc. Civ. § 1352 (3d. ed. 2019)). Plaintiff receives all favorable inferences that may be drawn from those well-pleaded facts. *Id.* The court may also hear evidence and accept affidavits bearing on the elements of the doctrine found outside of the complaint. *See Espinoza*, 376 P.3d at 995.¹ Any conflicts arising in the court’s fact finding are also resolved in the plaintiff’s favor. *Saunders*, ¶ 11, 445 P.3d at 996. When addressing a motion to dismiss, the court may “take judicial notice of its own records in the case before it or in a case closely related to it.” *Bacus v. Coon*, 2020 WY 2, 454 P.3d 945, 946 n.1 (Wyo. 2020). *See also Weber v. Johnston Fuel Liners, Inc.*, 540 P.2d 535, 538 (Wyo. 1975).

¹ (“Although it is entirely appropriate for a trial court to resolve factual issues related to the ease with which the parties might prove, or disprove, facts material to the merits of their dispute, by deciding, for example, where certain evidence is located, a trial court may not rely on factual findings that contradict—implicitly or expressly—the well-pleaded allegations in the plaintiff’s complaint.”).

LAW

***Forum Non Conveniens* in Wyoming**

[¶27] The common-law doctrine of *forum non conveniens* “allows a court with jurisdiction to dismiss a case because the parties and justice would be better served if the case were brought elsewhere.” *Lund v. Lund*, 2022 WY 2, ¶ 25, 501 P.3d 1222, 1227 (Wyo. 2022). Dismissal under the doctrine is a “drastic exercise of the court’s inherent power” and as such is “an exceptional tool to be employed sparingly” in only “rare” cases. *Guh-Siesel v. Siesel*, 2024 WY 54, ¶ 11, 548 P.3d 585, 590 (Wyo. 2024) (quoting *Carijano v. Occidental Petroleum Corp.*, 643 F.3d 1216, 1224 (9th Cir. 2011) and *Espinoza*, 376 P.3d at 972) (cleaned up).

[¶28] Wyoming law shapes “the extent to which the doctrine” applies in this case. *Saunders*, ¶ 21, 445 P.3d at 998. Key here, the Wyoming Supreme Court has not adopted the rule, first articulated by the United States Supreme Court in *Piper Aircraft Co. v. Reyno*, 454 U.S. 235 (1981), that a foreign plaintiff’s forum selection is entitled to less deference than that of a resident plaintiff. *See Lund*, 501 P.3d at 1229 n.1. *See also Espinoza* (cited throughout *Saunders*), 376 P.3d at 987 (rejecting *Piper*’s standard of lesser deference for foreign plaintiffs). This court is bound by Wyoming law on that front and must apply the doctrine accordingly.

[¶29] A “defendant invoking *forum non conveniens* ordinarily bears a heavy burden in opposing the plaintiff’s chosen forum.” *Saunders*, ¶ 28, 445 P.3d at 999 (quoting *Sinochem Int’l Co. v. Malaysia Int’l Shipping Corp.*, 549 U.S. 422, 430 (2007)). *See also Espinoza* 376 P.3d at 982 (quoting *Kedy v. A.W. Chesterton Co.*, 946 A.2d 1171, 1183 (R.I. 2008) (“It is well settled that the defendant carries the burden of persuasion at each stage of the *forum non conveniens* inquiry.”)). A plaintiff’s “choice of a forum should not be disturbed except for weighty reasons.” *Saunders*, ¶ 28, 445 P.3d at 999 (citing Restatement (Second) Conflict of Laws § 84). Defendant, “as the party seeking dismissal, must identify specific evidence material to the case and ‘demonstrate that accessing it for purposes of litigating in the plaintiff’s chosen forum will be extraordinarily difficult.’” *Id.* ¶ 39, 445 P.3d at 1002 (quoting *Espinoza*, 376 P.3d at 988). Generalizations do not suffice. *See Guh-Siesel*, ¶¶ 28-38, 548 P.3d at 593-95.

***Forum Non Conveniens*: Two-Stage Test**

[¶30] Following most states, Wyoming has adopted the United States Supreme Court’s *Gulf Oil* test for *forum non conveniens* inquiries. That two-stage test first considers whether an adequate alternate forum exists and then balances certain public and private interests to determine whether Wyoming’s chancery court is a “seriously inconvenient forum” for the action. *Saunders*, ¶ 21, 445 P.3d at 998.

Stage 1: An Adequate Alternate Forum

[¶31] A defendant’s proposed forum is adequate if the parties are “amenable to service of process” there, if its courts “have jurisdiction” over the dispute, if its laws can provide a “meaningful” remedy, and if no “procedural bar, such as a statute of limitations, would prevent litigation.” *Id.* ¶ 27, 445 P.3d at 999 (citations omitted). An alternate forum’s remedy can still be meaningful even though different from that provided under Wyoming law; dismissal is required only if the remedy is “so clearly inadequate that it is no remedy at all.” *Id.* ¶ 37, 445 P.3d at 1001 (cleaned up). In some cases, a drastic change in substantive law can leave plaintiff with no meaningful remedy. *Piper Aircraft Co. v. Reyno*, 454 U.S. at 254. Even if not severe enough to disqualify an alternative forum, differences in substantive law may still factor into the balance of private interests outlined below. *Saunders*, ¶ 41, 445 P.3d at 1002. Wyoming courts may also consider other factors relevant to this threshold issue, such as when a foreign country’s court system is severely “fraught with corruption, delay and bias.” *Id.* 445 P.3d at 1001 n.5 (citing *Espinoza*, 376 P.3d at 984).

Stage 2: Private and Public Interest

[¶32] If the court determines that defendant’s proposed forum is adequate, it proceeds to the second stage of the *Gulf Oil* test and balances certain private and public interests. *Id.* ¶¶ 27-28, 445 P.3d at 999. The balancing starts with the “plaintiff’s right to choose” the forum, which initially “causes the scale to be heavily weighted against dismissal.” *Guh-Siesel*, ¶ 24, 548 P.3d at 592–93. Each interest is to be reviewed through a lens deferential to the plaintiff’s choice, *Lund*, 501 P.3d at 1229 n.1, and the balance of those interests “must decisively upend the scale before a case may be dismissed.” *Guh-Siesel*, ¶ 24, 548 P.3d at 593.

[¶33] As to private interests, “the court will weigh the relative advantages of trying the case in the plaintiff’s chosen forum against the obstacles to the defendant obtaining a fair trial.” *Saunders*, ¶ 29, 445 P.3d at 999. The private interests to be assessed may include:

- the relative ease of access to sources of proof;
- availability of compulsory process for attendance of unwilling, and the cost of obtaining attendance of willing, witnesses;
- possibility of view of premises, if view would be appropriate to the action;
- all other practical problems that make trial of a case easy, expeditious and inexpensive; and
- the enforceability of a judgment if one is obtained.

Id. (citing *Gulf Oil Corp. v. Gilbert*, 330 U.S. 501, 508 (1947)) (cleaned up).

[¶34] The court must also consider whether the plaintiff chose an inconvenient forum to “vex, harass, or oppress” a defendant. *Id.*

[¶35] The “fairly broad” catchall of practical problems to consider includes: “the practical burden of a new action in the alternate forum; rules particular to the alternate forum that make it more difficult to initiate and sustain an action; the need to join third parties and the relative ease or difficulty of doing so in each forum; and any potential difficulty in enforcing a judgment obtained in the alternate forum.” *Id.* ¶ 40, 445 P.3d at 1002.

[¶36] As to public interests, the court considers at least:

- the administrative difficulties and burden on the court in the plaintiff’s chosen forum;²
- the unfairness of imposing the expense of trial and the burden of jury duty on residents of a community with little or no connection to the controversy;
- the interest in ‘having localized controversies decided at home’; and
- choice of law issues, including whether the court will be required to apply its own law, or that of another jurisdiction.

Saunders, ¶ 30, 445 P.3d at 1000 (citing *Espinoza*, 376 P.3d at 975) (cleaned up). These factors point to a “central question” the court must answer: “whether the case has general nexus to the forum sufficient to justify the forum’s commitment of judicial time and resources to it.” *Guh-Siesel*, ¶ 42, 548 P.3d at 596 (citations omitted).

[¶37] A forum’s connection to a dispute can turn on whether a defendant is a forum resident. *Espinoza*, 376 P.3d at 991. *See also Shi v. New Mighty U.S. Tr.*, 918 F.3d 944, 952–53 (D.C. Cir. 2019) (noting that a “defendant’s home forum always has a strong interest in providing a forum for redress of injuries caused by its citizens”) (cleaned up). A corporate defendant’s state of incorporation is presumed to be a convenient and appropriate forum. Restatement (Second) of Conflict of Laws § 84 (1971, updated 2024) (cited throughout *Saunders*) at cmt. f (An appropriate “forum is . . . in the case of a corporation, the state of its incorporation or principal place of business. These states will presumably be convenient places for the defendant to stand suit, and the defendant’s relationship to them makes it appropriate for their courts to hear the case.”). *See also Espinoza*, 376 P.3d at 991 (finding that “regardless of whether any of the alleged wrongful conduct occurred there, a forum may have some interest in providing a place where claims against its own corporate residents may be heard”).

[¶38] As pointed out in Next Tech’s reply, an entity’s state of incorporation “has not been established as a factor to be considered” in a *forum non conveniens* challenge in Delaware—described in the reply as “the leading jurisdiction for entity formation[.]” *See Texas City Ref., Inc. v. Grand Bahama Petroleum Co.*, 347 A.2d 657, 658 (Del. 1975); *Rep.*, pg. 6. But the Delaware Supreme Court, using the *Gulf Oil* test, has held

² Including “the congestion (or lack thereof) in the court’s calendar.” *Saunders* ¶ 44, 445 P.3d at 1003.

that the strong preference for a plaintiff's chosen forum can overcome a *forum non conveniens* challenge even if a case's only connection to Delaware is a defendant's status as a Delaware corporation. *Kolber v. Holyoke Shares, Inc.*, 59 Del. 66, 213 A.2d 444 (1965).

[¶39] In *Kolber*, several factors raised here were held insufficient “to warrant interference with the [non-resident] plaintiff's usual choice of forum.” *Id.* at 446. Those factors included: (1) that “all parties, all potential witnesses, and all events relating to the allegations of the complaint” were “centered” outside of the forum, (2) that a defense involving “a serious dispute as to the facts, requiring confrontation of witnesses before the trier of fact for the best test of credibility” and (3) that an “inability to compel attendance of [non-forum] residents as witnesses” thereby depriving “defendant of the benefit of such confrontation.” *Id.* at 445. Other key factors included: (1) “no showing that the case involve[d] a prodigious number of witnesses or an unmanageable volume of documents and records,” (2) the ability to use depositions in lieu of live testimony at trial, (3) no similar actions pending in any other jurisdiction, and (4) unsettled foreign law governing the case. *Id.* at 445-46.

Chinese Law

[¶40] In determining foreign law, under W.R.C.P.Ch.C. 44, the court “may consider any relevant material or source, including testimony, whether or not submitted by a party or admissible under the Wyoming Rules of Evidence.” Chinese law prohibits the taking of depositions for use in foreign courts absent “permission from Chinese authorities through the Hague Convention procedures.” *Inventus Power v. Shenzhen Ace Battery*, 339 F.R.D. 487, 500 (N.D. Ill. 2021) (cleaned up). China is a member of the Evidence Convention of the Hague Conference. *See* Maggie Gardner, *Retiring Forum Non Conveniens*, 92 N.Y.U. L. Rev. 390, 411 (2017).

[¶41] It appears to the court that the Civil Code of the People's Republic of China (adopted at the Third Session of the Thirteenth National People's Congress on May 28, 2020) generally recognizes oral contracts between natural persons but does not explicitly recognize oral contracts involving entities. Arts. 469 (“The parties may conclude a contract in writing, orally, or in other forms.”), 667 (“A loan contract is a contract under which a borrower borrows a sum of money from a lender and repays it with interests when the loan becomes due.”), 668 (“A loan contract shall be made in writing, unless the loan is between natural persons who agree otherwise.”). Unjust enrichment is recognized and may provide a remedy under Chinese law even if oral contracts with entities are not recognized. *Id.* Arts. 985–88.

Corporate Debt in Wyoming

[¶42] Wyoming law recognizes oral loan agreements between individuals and corporations. *Schlesinger*, ¶ 1, 35 P.3d at 1234. Whether a shareholder's loan is a valid

corporate debt generally depends on whether the corporation's board of directors authorized or ratified the loan. Wyo. Stat. § 17-16-801(b); *J Bar H, Inc. v. Johnson*, 822 P.2d 849, 858 (Wyo. 1991) (authorization); *Lahnston v. Second Chance Ranch Co.*, 968 P.2d 32, 36 (Wyo. 1998) (ratification). A Wyoming corporation that receives a loan from one of its shareholders becomes the shareholder's debtor—to the same extent as if the shareholder had lent money to a third party. *Demple v. Carroll*, 21 Wyo. 447, 135 P. 117, 118 (Wyo. 1913).

Wyoming's Chancery Court and Foreign Litigants

[¶43] The chancery court was established in 2019 “for the expeditious resolution of disputes involving commercial, business, trust and similar issues.” Wyo. Stat. § 5-13-115(a). It has “broad authority to shape and expedite discovery” under its rules. *Id.* It must publish its opinions. Wyo. Stat. § 5-13-104(f).

[¶44] Foreign residents may be deposed abroad under W.R.C.P.Ch.C. 28(b), and foreigners beyond the reach of this court's subpoena power are generally “unavailable” under W.R.E. 804, excepting from the hearsay rule any deposition testimony satisfying W.R.E. 804(b)(1). *Jontra Holdings Pty Ltd v. Gas Sensing Tech. Corp.*, 2021 WY 17, ¶ 63, 479 P.3d 1222, 1240 (Wyo. 2021).

[¶45] This court's rules of procedure also “permit testimony in open court by contemporaneous transmission from a different location.” W.R.C.P.Ch.C. 43(a). That testimony may come through an interpreter. W.R.C.P.Ch.C. 43(d).

[¶46] Documentary evidence, like foreign bank records, can be made self-authenticating under W.R.E. Rules 803(6) and 902(a)(12). *See, e.g., United States v. Kilbride*, No. CR 05-870-PHX-DGC, 2007 WL 1662070, at *1 (D. Ariz. June 4, 2007) (foreign bank records satisfy Rule 803(6)). That option may not extend to Chinese bank records, however. *Outdoor Prods. Innovation, Inc. v. Jest Textiles, Inc.*, No. 1:18 CV 2457, 2020 WL 870953, at *14 (N.D. Ohio Feb. 20, 2020) (As an initial matter, the email contains only a random stamp and no signed certification whatsoever. Moreover, during the course of discovery on this issue, it became apparent that China prevents the taking of an oath. Accordingly, Rule 902(12) is not satisfied.”). When necessary to authenticate business records, United States “courts can reach foreign non-party witnesses through the Hague Evidence Convention and letters rogatory.” *Shi*, 918 F.3d at 951 (footnote omitted).

ANALYSIS

I. China is an adequate alternative forum.

[¶47] Next Tech asserts—and plaintiffs do not dispute—that Next Tech is amenable to service in China, that Chinese courts would have jurisdiction over this dispute, and that no procedural bars would prevent filing this case in China. And with unjust enrichment available under the Civil Code of the People’s Republic of China, the potential remedy available under Chinese law is not so clearly inadequate or different from Wyoming law as to leave plaintiffs with no meaningful remedy at all. The parties have not addressed whether Chinese courts are severely corrupt, slow, or biased. Were that issue—or plaintiffs’ concerns about a lack of formal discovery procedures—sufficient to defeat China as an alternative forum, one would expect that other courts assessing whether China is an adequate alternative forum would have concluded that it is not. Next Tech cited several federal cases suggesting the opposite,³ and plaintiffs have not provided any authority to the contrary. On balance, the court finds that China is an adequate alternative forum for this dispute.

II. Private and public interests weigh against dismissal.

[¶48] But dismissal is not appropriate here. While Next Tech raises several legitimate concerns about litigating in Wyoming, the doctrine of *forum non conveniens* imposes a heavy burden on a defendant seeking to disturb a plaintiff’s chosen forum. That burden remains substantial even when, as here, the plaintiff is not a resident of the forum. Most of the private and public interest factors, viewed through a lens deferential to plaintiffs’ chosen forum, weigh against dismissal. Next Tech has not specifically shown that litigating in this court would be so burdensome as to overcome the strong presumption in favor of plaintiffs’ selection.

Private Interests

[¶49] Balancing the relative advantages of trying the case in Wyoming and defendant’s obstacles of obtaining a fair trial here weighs against dismissal. Defendant has not decisively upended the presumption favoring plaintiffs’ chosen forum.

[¶50] **The relative ease of access to sources of proof.** Next Tech has not demonstrated that accessing specific evidence to litigate this case in Wyoming will be extraordinarily difficult. Next Tech generally alleges that “critical evidence such as bank records, communications, and other documentation that would refute the

³ *Sinochem Intern. Co. Ltd. v. Malaysia Intern. Shipping Corp.*, 549 U.S. 422, (2007); *Zheng v. Soufun Holdings, Ltd.*, No. 1:15-CV-1690, 2016 WL 1626951, at *4 (N.D. Ohio Apr. 25, 2016) (citing *Jiangsu Hongyuan Pharm. Co., Ltd. v. DI Global Logistics, Inc.*, 2016 WL 455347 (S.D. Fla, Feb. 5, 2016); *Chengwu Zhao v. Guo Qiang Ye*, No. 3:14 CV 157, 2015 WL 2170124 (D.Oregon May 6, 2015); and *Warner Tech. & Inv. Corp. v. Hou*, No. 13-7415, 2014 WL 7409978, at *3-4 (D.N.J. Dec. 31, 2014)).

existence of the alleged loans are likely located in China or elsewhere, and certainly not in Wyoming.” *Mot. Dism.*, pg. 11. It also raises the need to compel third-party witness attendance. *Id.* pgs. 11-12.

[¶51] Asserting that evidence is located outside the forum does not demonstrate extraordinary difficulty in obtaining that evidence. Next Tech—the recipient of the alleged loans—has not shown why it does not have access to its own financial records. Admitting into evidence Chinese bank records may require some effort, but Next Tech has not demonstrated extraordinary difficulty or explained why the Hague Evidence Convention and letters rogatory are insufficient tools to obtain and admit the evidence it seeks. Next Tech also has not specifically identified any parties involved in corporate affairs at the time of the loans whose testimony is necessary to defend against plaintiffs’ claims.

[¶52] Plaintiffs receive all reasonable inferences coming from their well-pleaded facts. Although Next Tech highlights that loans in Hong Kong dollars suggest that the funds came from overseas and that therefore “critical evidence such as bank records” are likewise overseas, it is reasonable to infer that loans made in Hong Kong dollars came from Hong Kong banks. Next Tech has not shown why Hong Kong bank records cannot be made self-authenticating under W.R.E. Rules 803(6) and 902(a)(12). The bulk of the plaintiffs’ claims arising in United States dollars also suggests that United States banks were involved.⁴

[¶53] The other categories raised—communications and documentation—are almost certainly held in electronic format and available through the internet. Translated documents and interpreted testimony are nothing out of the ordinary, and this case does not appear to require “a prodigious number of witnesses or an unmanageable volume of documents and records.” *Kolber*, 59 Del. at 67-68. Next Tech has not upended the scale on this factor with a showing of extraordinary difficulty in obtaining the evidence needed to litigate this lawsuit.

⁴ Raised through an affidavit of counsel, Exhibit Q of Next Tech’s motion to dismiss is the corporation’s second amended 2023 annual 10-K/A report submitted to the United States Securities and Exchange Commission. That document—generally admissible as a business record, *S.E.C. v. Jasper*, 678 F.3d 1116, 1123 (9th Cir. 2012)—describes the corporation as “operating primarily in” and “being based in” and “having the majority of” its operations in Hong Kong. *Ex. Q*, pg. 9. It notes that aside from “the Basic Law, national laws of the PRC do not apply in Hong Kong unless they are listed in Annex III of the Basic Law and applied locally by promulgation or local legislation.” *Id.* Also included with the report are accounting-firm audited financial statements for 2022 and 2023. The independent accounting firms who audited those financial statements—Assenture PAC and JWF Assurance PAC—are both in Singapore. *Id.* pgs. 49-50. Both firms audited the corporation’s “operations and their cash flows . . . in conformity with accounting principles generally accepted in the United States of America.” *Id.* The auditors examined, “on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.” *Id.* The statements included with the filing show that the corporation made bank deposits both within the United States and outside of the United States. *Id.* pg. 61. While by no means dispositive of Next Tech’s ability to obtain evidence about the alleged loans, the report casts doubt on Next Tech’s position that the financial records pertinent to this case are located only in China.

[¶54] In fact, defendant has shown itself fully capable of litigating in this court, which was evident even in short-lived CH-2023-28. There, two dueling boards of directors located in China submitted plenty of admissible evidence. Defendant submitted, among other things, translated text messages from the parties and even a phone call transcribed in Chinese and translated to English. *See* CH-2023-28 (FSX Nos. 71194851 & 71516857). Those communications were from around the time of the loans alleged in this case. CH-2023-28 also involved a forensic audio expert challenging two of the opposition’s audio clips that defendant submitted “within 48 hours” of the clips’ filing. *Mot.*, pg. 3. And as defendant notes, CH-2023-28 ended quickly in full capitulation. Although corporate governance is not as central to this case as in CH-2023-28, the evidence needed to prosecute or defend in both cases appears similar in nature. Plus, a case about alleged oral loans from a corporation’s shareholders does to some degree implicate issues of corporate governance. *See Lahnston*, 968 P.2d at 36; *J Bar H, Inc.*, 822 P.2d at 858. Next Tech’s performance in the previous lawsuit sheds light on whether it will have extraordinary difficulty obtaining evidence for this case.

[¶55] Next Tech makes much of the fabricated evidence in CH-2023-28. While some of the plaintiffs in that case overlap with those here, not all are the same, and the court never made a judicial determination as to who was responsible for the fabrication. False evidence is an unfortunate possibility in any lawsuit, but the Rules of Evidence are designed to prevent its consideration. The court does not find that aspect of the previous lawsuit sufficient to tip the scales in favor of dismissal.

[¶56] **The availability of compulsory process for attendance of unwilling, and the cost of obtaining attendance of willing, witnesses.** Plaintiffs, in their response, state that they “will pay their own necessary costs to conduct in-person depositions in another country, if need be.” *Resp.*, pg. 7. Next Tech raises concern about the cost of third-party testimony, but has not specifically identified any necessary third-party witnesses or indicated whether those individuals would be unwilling to testify. Testimony from bank custodians may not be needed to authenticate bank records here: again, such records could be reached in China and could be made self-authenticating under W.R.E. Rules 803(6) and 902(a)(12) in Hong Kong. This factor does not weigh in favor of dismissal.

[¶57] **All other practical problems that make trial of a case easy, expeditious and inexpensive.** The parties have not addressed this “fairly broad” catchall. The court does not know (1) whether filing a new action in a Chinese court would be burdensome, (2) whether Chinese law would make the action difficult to initiate or sustain, (3) whether third parties may need to be joined and, if so, whether joining parties in Chinese courts is difficult, or (4) whether enforcing a Chinese judgment is difficult. With the scales heavily weighted in plaintiffs’ favor, defendant has not carried its burden of showing that the case could be easily, expeditiously, and inexpensively tried in China.

[¶58] The court notes two practical problems weighing against dismissal. First, and as discussed below, Next Tech raises three earlier lawsuits as proof that plaintiffs are harassing the corporation. But CH-2023-28, which appears to have some bearing on plaintiffs’ claims in this case, was adjudicated in this court. A Chinese court untangling that complicated dispute would require translation of the pertinent documents and an understanding of Wyoming law. Second, filing this case in China would apparently prohibit the main thrust of plaintiffs’ claims in this lawsuit: Chinese law does not appear to recognize oral loan agreements involving a corporation. *See Saunders*, ¶ 41, 445 P.3d at 1002 (differences in substantive law may factor into the balance of private interests).

[¶59] **Whether plaintiffs filed in this court to vex, harass, or oppress.** Next Tech goes to some length arguing that this case falls within a “pattern of abusive litigation” by plaintiffs and their allies. *Mot.*, pg. 12. But the question is whether selecting a Wyoming court as a forum for this dispute—not the dispute itself—amounts to harassment. Wyoming is presumed to be an appropriate and convenient forum for entities incorporated in this state. The three previous lawsuits Next Tech raises, involving different issues but filed by similar plaintiffs, are not enough to show an improper motive weighing in favor of dismissal.

[¶60] **The enforceability of a judgment if one is obtained.** Neither side squarely addressed whether a Wyoming judgment is enforceable in China. Next Tech did mention that a Chinese judgment would not have to be domesticated in China, but the inconvenience of domesticating any Wyoming judgment in China would be plaintiffs’ alone to bear. They chose to litigate here. This factor does not weigh for or against dismissal.

Public Interests

[¶61] This lawsuit’s effect on Wyoming weighs against dismissal. Wyoming has a general nexus to this dispute sufficient to justify commitment of judicial time and resources to it. This court was designed for cases like this one.

[¶62] **The administrative difficulties and burden on the court in the plaintiff’s chosen forum.** Wyoming’s Chancery Court was recently established to provide expedited resolution of commercial disputes. The court is to publish its decisions to help develop Wyoming’s business law, and this case falls within the type of matters the court was created to hear. As of January 2025, the court has a full-time judge and, for now, has a manageable docket. Adjudicating this case will further the court’s purpose without imposing an undue burden on judicial resources. This factor weighs against dismissal.

[¶63] **The unfairness of imposing the expense of trial and the burden of jury duty on residents of a community with little or no connection to the controversy.** Wyoming never bears the burden of a jury trial in its chancery court. *Cf. Saunders*, 445 P.3d at 1003, n.6. Defendant has not shown that trial of this case will be particularly time-consuming for this court. And again, Wyoming does have a connection to this dispute. This factor weighs against dismissal.

[¶64] **The interest in having localized controversies decided at home.** Next Tech’s business may operate in China, but Wyoming has at least “some interest in providing a place where claims against its own corporate residents may be heard.” *Espinoza* 376 P.3d at 991. This factor does not favor dismissal.

[¶65] **Choice of law issues, including whether the court will be required to apply its own law or that of another jurisdiction.** The parties did not analyze whether Wyoming or Chinese law would apply to plaintiffs’ claims. Both sides seem to agree that Wyoming law would govern any corporate governance issues arising in this case. As noted above, plaintiffs’ claims might turn on which board controlled at the time of the alleged loans and on whether that board authorized or ratified them. The court, therefore, views this factor as a wash: whether heard here or in China, applying some foreign law may be required to adjudicate this case.⁵

CONCLUSION

[¶66] Although China is an appropriate alternative forum, the balance of private and public interests weighs against dismissal. Wyoming is not a seriously inconvenient forum and this case merits the commitment of judicial time and resources. Next Tech did not decisively upend the scale heavily weighted against dismissal. The motion to dismiss is **DENIED**.⁶

SO ORDERED

Dated: October 8, 2025

/s/ Benjamin M. Burningham
CHANCERY COURT JUDGE

⁵ As noted in *Piper*, *forum non conveniens* is “designed in part to help courts avoid conducting complex exercises in comparative law.” 454 U.S. at 251. The court is even more inclined to avoid doing so here when the parties have provided no analysis on the topic.

⁶ Next Tech also requests “limited discovery confined to the *forum non conveniens* factors while the Motion remains pending.” *Mot. Dism.*, pg. 13. That request was not raised as a separate motion. *See* W.R.C.P.Ch.C. 7(b)(1)(B), U.R.Ch.C. 304. And now that the filed motion is not pending, the request is moot. In any event, the court does not believe such discovery necessary to decide this motion considering the nature of the evidence relevant to this case.