

---

# Hughes Hubbard & Reed

## Hughes Hubbard Leads Fircroft to Victory in Russian Contract Dispute

News & Events | Deals & Matters

Hughes Hubbard & Reed LLP • A New York Limited Liability Partnership  
One Battery Park Plaza • New York, New York 10004-1482 • +1 (212) 837-6000

Attorney advertising. Readers are advised that prior results do not guarantee a similar outcome. No aspect of this advertisement has been approved by the Supreme Court of New Jersey. For information regarding the selection process of awards, please visit <https://www.hugheshubbard.com/legal-notice-methodologies>.

---

**June 9, 2017** — Hughes Hubbard achieved a substantial victory for Fircroft International Inc. and Fircroft LLC, a U.K. staffing company focused on the energy, car and mining industries, in a contract dispute with one of its former employees who worked in Russia.

On May 25, Judge Robert Schaffer of Texas' Harris County District Court granted summary judgment for the Fircroft entities and dismissed the plaintiff's lawsuit with prejudice.

From 2011 to 2013, Fircroft LLC employed the plaintiff, Andrew Testin, for an assignment in Russia known as the "Caspian Sea Project." After Testin's position with Fircroft LLC ended, he brought a lawsuit in March 2015, claiming breach of his employment contract, quantum meruit, promissory estoppel, unjust enrichment and fraud.

The lawsuit alleged that Fircroft agreed to pay Testin's compensation in U.S. dollars but instead paid him in Russia rubles; Fircroft agreed to direct his compensation to his U.S. bank but instead deposited his paychecks into his Russian bank account; Fircroft failed to pay him overtime; and, finally, Fircroft used a non-market exchange rate to calculate his salary, which resulted in significant underpayment.

HHR argued Testin was contractually bound to a forum selection clause that required that any dispute between the parties be considered in a judicial procedure according to current legislation of the Russian Federation and under Russian law. In addition, HHR argued that Testin's reliance on oral promises was barred by the integration clause of the contract and all of Testin's claims were belied by the clear and binding terms of the contract. Moreover, Testin entered into a binding termination agreement with Fircroft LLC whereby he accepted termination pay and waived/released any "claims and complaints connected with performance of the Contract."

Finally, HHR also successfully argued that Testin's claims based on a quasi-contract theory were precluded by the existence of the contract and that his fraud claim was meritless.

Ned Bassen and Margot Warhit represented the Fircroft entities in this matter.

## **Related People**



**Ned H. Bassen**

## **Related Areas of Focus**

Litigation

Employment & Unfair Competition