

MARKS & WEINBERG, P.C.

Galindo v. Lanier Worldwide, Inc.

526 S.E.2d 141 (Ga.App. 1999)

Lanier entered into two agreements to lease copier equipment to the Law Office of A. Galindo. Shortly thereafter, Lanier filed a petition with the American Arbitration Association, claiming breach of contract on the part of Galindo. At issue in this case was whether the contract contained a valid arbitration clause.

Galindo argued that he never entered into a contract with Lanier that contained an arbitration clause. The Court held that, in order to determine if Galindo would be subject to such arbitration, it must first be determined whether he agreed to submit to the arbitrator in the first place. If Galindo initially agreed to arbitration, then he would be bound by that agreement. But if he did not consent to arbitration when signing the lease, then he would not be subject to arbitration. Therefore, the Court remanded the case to the trial court for de novo review of whether Galindo entered into the arbitration agreement with Lanier.

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