

# MARKS & WEINBERG, P.C.

## Copelco Capital, Inc. v. Gautreaux 1999 WL 1034740 ( E.D. La. Nov. 10, 1999)

Dr. Joseph Gautreaux (öDefendantö) and Copelco Capital, Inc. (öPlaintiffö) entered into a lease agreement for an EpiTouch Laser System. Plaintiff filed suit for breach of contract in failing to pay amounts due and accelerated all sums due under the terms of the lease. The defendant argued that this summary judgment motion should be denied because material issues of fact existed as to: (1) whether Dr. Gautreaux waived his warranty claims against Ball Medical, (2) whether Copelco intentionally misrepresented to Dr. Gautreaux the condition of the equipment, and (3) whether Copelco assigned to Dr. G its right of setoff.

The parties were in disagreement as to which state law was to apply in this case. The plaintiff argued that New Jersey law was applicable in this case, while the defendants contended that Louisiana law was controlling. The Master Lease Agreement in this case provided that the laws of New Jersey would govern the lease, unless a part of the lease was not enforceable under the laws of New Jersey, then the laws of the state where the Equipment was located should govern. The lease also provided that the lessee consented to the öpersonal jurisdiction of the Federal and State Courts of the State of New Jersey provided, however, Lessor may, in its sole discretion, enforce this lease in any court having lawful jurisdiction thereof.ö The court held that this language allowed the lessor to file suit in the Federal Courts of Louisiana. The court went on: öthis dispute is to be



governed by the laws of the State of New Jersey as expressly chosen by the parties, to the extent that it does not contravene the public policy of Louisiana.

Marks & Weinberg, PC is a law firm with significant experience in dealing with virtually every type of equipment and facility lease financing. The lawyers of the firm have participated in leasing financings for more than a billion dollars of equipment and are recognized throughout the industry. If you would like more cases or articles on leasing, or have any questions or comments about this Article or other leasing issues, please visit [leaselawyer.com](http://leaselawyer.com) or contact Barry Marks at 205.251.8303 or Ken Weinberg at 205.251.8307.

