

MARKS & WEINBERG, P.C.

Innovative Office Systems, Inc. v. Johnson

906 S.W.2d 940 (Tex.App.-Tyler 1999)

A lessor was held to be liable for (1) various violations of the Texas Deceptive Trade Practices-Consumer Protection Act; (2) unconscionable conduct; and (3) breach of express or implied warranties where the lessor had made material misrepresentations with regard to the equipment leased by the lessee. The damages awarded to the lessee included reimbursement for payments made under the lease, damages for the expansion and downsizing of the lessee's business, the rent differential cost in moving to a larger building to accommodate the equipment to be leased, lost profits, damages for mental anguish, statutory damages for lessor's "knowing conduct," and attorney fees. The case was vacated pursuant to a settlement agreement entered into by the parties. *See* 906 S.W.2d 940.

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 or contact Barry Marks at 205.251.8303 or Ken Weinberg at 205.251.8307.

