

MARKS & WEINBERG, P.C.

Prime Leasing, Inc. the CMC Lease, Inc. 1999 WL 965688 (N.D.Ill., 2000)

Plaintiff, a company providing funding for leasing transactions, sued Defendant, a company in the business of leasing business equipment, for fraud in connection with Defendant's assignment to Plaintiff of a leasing portfolio containing fifty transactions worth over \$6,000,000 dollars.

Suit was filed in Illinois, although Defendant was primarily from Florida and California. Defendant objected to venue in Illinois due to the fact that there was no contact of any sort with the State of Illinois. Plaintiffs relied on the miscellaneous section in one of the documents signed pursuant to the transferring of the lease, which stated that this agreement shall be governed by and interpreted under the law of the State of Illinois. You and we each consent to the jurisdiction of the state and federal courts in Illinois for any dispute that might arise between usí ..ö

However, the Judge note that not all of the Defendants had signed the agreement, that öthe unwanted side effect of [enforcing the provision would be the binding of] the other defendants who are not signatories to this agreementö. Given the adverse effects on third parties of dividing the suit, and the lack of venue over the parties who did not waive objection to venue, the judge used 28 U.S.C. 1404(A) to transfer the case to Florida.



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.

