

## **SUMMARY STATEMENT**

*MFG Financial, Inc. v. Justin Vigos*

Docket No. 44718

In an appeal from Ada County, the Supreme Court affirmed the district court's order reversing the magistrate court's grant of summary judgment in favor of Justin Vigos. Vigos purchased a car from Karl Malone Toyota in 2007. Almost immediately, Karl Malone Toyota assigned the contract to Courtesy Auto Credit (Courtesy). After making payments for a while, Vigos defaulted on the loan and the car was repossessed and sold at auction, leaving a deficiency. Courtesy then allegedly assigned its rights in the contract to MFG Financial, Inc. (MFG), who initiated this action. After exchanging some discovery, Vigos was granted summary judgment by the magistrate court. In granting Vigos's motion for summary judgment the magistrate court found that MFG had failed to present sufficient admissible evidence to show that it was a real party in interest in the case. MFG appealed to the district court, which reversed the magistrate's grant of summary judgment. On appeal Vigos argued that the district court erred when it failed to rule on the admissibility of evidence before considering the motion for summary judgment. MFG cross appealed, arguing that the district court erred when it failed to award MFG attorney fees on appeal to that court. The Supreme Court affirmed the order from the district court holding that the affidavits presented by MFG contained sufficient evidence to show that there was a dispute of material fact concerning the assignment of Vigos's contract to MFG.