

## **APPELLATE COURT AND OTHER REPORTED DECISIONS**

*SMS Financial CH, LLC. v. Christopher Feurer*, 2025 IL App (1st) 250033 – Illinois Court of Appeals affirmed the trial court's grant of summary judgment to SMS third party entity liable for transfers made in violation of a court citation.

*Harris N.A. v. Sklarov*, 2025 IL App (3d) 240704-U – Illinois Court of Appeals held that the trial court did not err as a matter of law when it granted SMS' petition to revive judgment over defendant's objections.

*3105 Coleman, LLC v. SMS Fin. Strategic Invs., LLC*, 2024 Nev. App. Unpub. LEXIS 42, \*1, 542 P.3d 447 – Nevada Court of Appeals affirmed district court order granting summary judgment in favor of SMS in a breach of contract action.

*7677 Grp., L.P.v. SMS Fin. JDC, L.P.*, No. 01-21-00376-CV, 2023 Tex. App. LEXIS 9252 (Tex. App. Dec. 12, 2023) – Texas Court of Appeals held that the trial court properly granted summary judgment in favor of SMS because pursuant to Tex. Bus. & Com. Code Ann. § 3.201, SMS' representative testified that the note was sold, transferred and assigned to SMS and that SMS was the holder thereof.

*Reyes v. SMS Fin. Cap, LLC*, No. 14-22-00291-CV, 2023 Tex. App. LEXIS 1258 (Tex. App. Feb. 28, 2023) – Texas Court of Appeals affirmed the trial court's ruling rejecting debtor's challenge to the default garnishment judgment rendered against him.

*SMS Fin. XIX, LLC v. Stromberg*, No. B313902, 2023 Cal. App. Unpub. LEXIS 6518 (Nov. 1, 2023) – California Court of Appeals affirmed trial court order in favor of SMS when SMS levied against property held by the trustee of the debtor's irrevocable family trust.

*Brancewicz v. SMS Fin. P, LLC*, 361 Ga. App. 81, 81, 862 S.E.2d 744, 744 (2021) – Georgia Court of Appeals held that in an action to collect a debt related to a small business credit line, the trial court did not err in granting summary judgment against the guarantor where SMS produced evidence showing that the line of credit was used and the debtor stopped paying on the account.

*Apostolic Assemblies of Jesus Christ, Inc. v. SMS Fin. CP, LLC*, 310 So.3d 24 (Fla. App. 2021) - Florida Court of Appeals affirmed District Court decision entering judgment in favor of SMS.

*SMS Fin. XXXI, LLC v. Hutson*, 190 A.D.3d 1001 (N.Y. App. 2021) - New York Supreme Court (Appellate Division) denied the defendant's appeal after the lower court entered judgment in favor of SMS holding that SMS properly served the defendant in an action to foreclose a mortgage.

*SMS Fin. XXIX, LLC v. Meakins*, 2021 WL 2012246 1 (N.J. App. 2021) - New Jersey Superior Court (Appellate Division) affirmed entry of summary judgment defendant.

*Smiley Dental-Bear Creek, P.L.L.C. v. SMS Fin. LA, L.L.C.*, 2020 WL 4758472 1 (Tex. App. 2020) – Texas Court of Appeals of Texas affirmed summary judgment in favor of SMS.

*SMS Fin. XXXI, LLC v. Great Locations, Inc.*, 187 A.D.3d 1087 (2020) – New York Supreme Court (Appellate Division) affirmed mortgage foreclosure judgment in favor of SMS.

*SMS Financial Cap One, N.A. v. Wu*, 2020 WL 6799138 (N.J. App. 2020) – New Jersey Appellate Court affirmed judgment of foreclosure.

*In re SMS Fin. XV, L.L.C.*, No. 01-19-00850-CV, 2020 WL 573247 (Tex. App. 2020) – Texas Court of Appeals granted petition for mandamus relief.

*Jack N. Tedford, Inc. v. SMS Fin. XXVII, LLC*, 443 P.3d 553 (Nev. 2019) – Nevada Supreme Court dismissed borrower's appeal with leave for SMS Financial to apply for attorney fees and costs.

*SMS Fin. XXIX, LLC v. O'Dea*, 2018 WL 4344305 (N.J. App. 2018) - New Jersey Court of Appeals affirmed that SMS was entitled to a right to foreclose on defendant's property.

*SMS Fin. XXIII, LLC v. Cornerstone Title Co.*, 19 Cal.App.5th 1092 (Cal. App. 2018) - California Court of Appeals held that SMS Financial, the assignee of a deed of trust, had a right to bring a claim against the title company that improperly recorded a release of a deed of trust.

*SMS Fin., LA, LLC v. Kurgan*, 2018 WL 3358420 (Cal. App. 2018) – California Court of Appeals affirmed summary judgment entered against defendant.

*In re Queen Elizabeth Realty Corp.*, 2017 WL 1102865 (Bankr. S.D.N.Y. 2017), aff'd, 586 B.R. 95 (S.D.N.Y. 2018) – U.S. District Court affirmed U.S. Bankruptcy Court's decision permitting SMS Financial to file a late proof of claim.

*SMS Fin. J, LLC v. Cast-Crete Corp.*, 2018 WL 1726434 (M.D. Fla. 2018) – United States District Court affirmed SMS Financial's request for supplemental proceedings.

*SMS Fin. 30, L.L.C. v. Frederick D. Harris, M.D., Inc.*, 112 N.E.3d 395 (Ohio App. 2018) – Ohio Court of Appeals affirmed judgment after trial.

*SMS Financial XXVII, LLC v. Davis* (7<sup>th</sup> Cir. 2017) – United States District Court entered summary judgment in favor of SMS Financial.

*Furry v. SMS Fin. XV, L.L.C.*, 2013 WL 865579 (Tex. App. 2013) – Texas Court of Appeals affirmed revival of judgment in favor of SMS Financial.

*In re: Alexander Papakyriakou, Roxane J Papakyriakou*, U.S. Bankruptcy Court Case No. 2:11-BK-00003 – United States Bankruptcy Court entered a judgment of nondischargeability in favor of SMS Financial.

*Gilman v. SMS Fin. XV, L.L.C.*, 2008 WL 5244989 (Tex. App. 2008) – Texas Court of Appeals dismissed defendant's appeal.

*In re Garran*, 338 F.3d 1 (1st Cir. 2003) – US Court of Appeals affirmed denial of debtor’s request to avoid SMS Financial’s lien.

*SMS Fin. V, LLC v. Conti*, 68 Mass. App. Ct. 738, 865 N.E.2d 1142 (Mass. App. 2007) – Massachusetts Appeals Court affirmed judgment in favor of SMS Financial.

*Ray & Assocs., P.C. v. SMS Fin. II, L.L.C.*, 2002 WL 997663 (Tex. App. 2002) – Texas Court of Appeals affirmed judgment in favor of SMS Financial.

*SMS Fin. IV, L.L.C. v. Benigno*, No. B148213, 2001 WL 1659527 (Cal. App. 2001) – California Court of Appeals affirmed judgment in favor of SMS Financial.

*Edwards v. SMS Fin. III, L.L.C.*, 2000 WL 1355070 (Tex. App. 2000) – Judgment entered and appeal dismissed.

*SMS Financial, Ltd. Liability Co. v. ABCO Homes, Inc.* 167 F.3d 235 (5<sup>th</sup> Cir. 1999) – U.S. Court of Appeals reversed and remanded entry of summary judgment in favor of defendant.

*Pierson v. SMS Fin. II, L.L.C.*, 959 S.W.2d 343 (Tex. App. 1998) - Texas Court of Appeals affirmed judgment in favor of SMS Financial.

*SMS Fin. II, LLC v. Nakamura*, 101 F.3d 698 (5th Cir. 1996) - Fifth Circuit Court of Appeals affirmed judgment in favor of SMS Financial on a promissory note.

*SMS Fin. II, L.L.C. v. Stewart*, 1996 WL 722080 (N.D. Tex. 1996) – U.S. District Court granted summary judgment in favor of SMS Financial.

*SMS Fin. II, LLC v. J.R. Oliver*, 102 F.3d 549 (5th Cir. 1996) - Fifth Circuit Court of Appeals affirmed judgment entered in favor of SMS Financial on a promissory note.

*SMS Fin. L.L.C. v. Ragland*, 918 P.2d 400 (Okla. App. 1995) – Oklahoma Court of Appeals affirmed foreclosure judgment applying extended statute of limitations under FIRREA.

*SMS Fin. II, L.L.C. v. Kodosy*, 1995 WL 231005 (Conn. Super. Ct. 1995) – Connecticut Superior Court granted SMS Financial’s motion for prejudgment attachment of debtors’ interest in transferred property.