UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

Anthony M. Weeresinghe and Cindy T. Weeresinghe v. Select Portfolio Servicing; Wilmington Savings Fund Society, FSB, Not in Its Individual Capacity but Solely as Trustee of Starwood Mortgage Residential Trust 2021-3

Weeresinghe · No. 25-10309-RGS · Decided December 4, 2025

SUMMARY

The United States District Court for the District of Massachusetts grants defendants' motion for summary judgment in a foreclosure-related dispute. The court holds that the mortgage servicer's default and acceleration notice complied with the mortgage's notice requirements and that its disclosure of a right to reinstate before foreclosure was not misleading under Massachusetts law. The court directs the Clerk to enter judgment for defendants and close the case.

CASE DETAILS

COURT	United States District Court for the District of Massachusetts
WRITING FOR THE COURT	Richard G. Stearns
JURISDICTION	United States District Court for the District of Massachusetts
DECIDED	December 4, 2025
DOCKET	25-10309-RGS
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs brought suit in Massachusetts Superior Court seeking to prevent foreclosure and alleging that defendants' default and acceleration notices breached the mortgage contract and violated Massachusetts law. Defendants removed the action based on diversity jurisdiction and moved for summary judgment.
STANDARD OF REVIEW	Summary judgment is appropriate when the pleadings, affidavits, and depositions show no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The moving party must show an absence of evidence supporting the nonmoving party's position.

PRECEDENTIAL VALUE	unpublished district court order; nonprecedential
PARTIES	Anthony M. Weeresinghe, Cindy T. Weeresinghe v. Select Portfolio Servicing, Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Trustee of Starwood Mortgage Residential Trust 2021-3

TOPICS

summary judgment · foreclosure · mortgages · breach of contract · civil procedure

PRACTICE AREAS

foreclosure · mortgage law · civil procedure · contract law · real property

QUESTIONS PRESENTED

1. Whether the May 28, 2024 hybrid notice failed to comply with paragraph 22 of the mortgage because it stated that the borrowers had 90 days to cure but provided a cure date 93 days after the notice.
2. Whether the hybrid notice was misleading or deceptive because it stated that the borrowers could reinstate at any time before foreclosure despite the mortgage's five-day reinstatement limitation and statutory limits applicable after a second default.

HOLDINGS

1. The hybrid notice complied strictly with paragraph 22 of the mortgage because it unequivocally gave the borrowers a cure period of not less than 30 days from the date of the notice.
2. The reinstatement disclosure was not defective merely because it allowed reinstatement at any time before foreclosure rather than limiting reinstatement to five days before sale.

KEY QUOTATIONS

> *"Summary judgment is appropriate when, based upon the pleadings, affidavits, and depositions, "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.""* (Discussion)

> *"This claim fails because the Hybrid Notice unequivocally discloses the Borrowers' right to cure default "not less than 30 days" from the date of the Hybrid Notice, in strict compliance with paragraph 22 of the Mortgage."* (Discussion)

> *"This claim runs contrary to Massachusetts Supreme Judicial Court precedent, which holds that "the language of the mortgage itself gives notice to the [borrowers] that the five-day limitation of paragraph 19 could be extended by [] the discretion of the mortgagee.""* (Discussion)

FACTUAL BACKGROUND

Anthony M. Weeresinghe executed a $2,170,000 fixed/adjustable-rate note in March 2021, secured by a mortgage granted by Anthony and Cindy Weeresinghe. After an earlier default was cured in February 2024, the borrowers defaulted again on April 1, 2024. Select Portfolio Servicing sent a May 28, 2024 hybrid notice stating that the borrowers had 90 days to cure, specifying August 29, 2024 as the cure date, and informing them of possible acceleration, foreclosure, reinstatement, and the right to bring a court action. The borrowers challenged the notice because the stated cure date was 93 days after the notice and because the notice offered reinstatement until foreclosure rather than the five-day limitation stated in the mortgage.

PROCEDURAL HISTORY

The Weeresinghes filed the foreclosure-related action in Middlesex Superior Court. Defendants removed it to the United States District Court for the District of Massachusetts and moved for summary judgment. Plaintiffs did not oppose the dispositive motion, so the court adopted defendants' statement of material facts and allowed summary judgment for defendants, directing the Clerk to enter judgment and close the case.

DISPOSITION

other

CASES CITED

- Rogers v. Fair, 902 F.2d 140, 143 (1st Cir. 1990)
- Torres v. E.I. Dupont De Nemours & Co., 219 F.3d 13, 18 (1st Cir. 2000)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 252 (1986)
- Thompson v. JPMorgan Chase Bank, N.A., 486 Mass. 286, 293-294 (2020)