UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

Federal National Mortgage Association v. Injawe Inc. and Dina E. John

No. 24-CV-3051 (TAM) (E.D.N.Y. Dec. 22, 2025) · No. 24-CV-3051 (TAM) · Decided December 22, 2025

SUMMARY

The United States District Court for the Eastern District of New York grants Federal National Mortgage Association's unopposed motion for summary judgment in a mortgage foreclosure action involving 809 Rogers Avenue, Brooklyn. The court finds that FNMA established ownership of the note and mortgage, Injawe Inc.'s default, and compliance with applicable foreclosure requirements, including curing a deficiency under RPAPL § 1303. The court also removes the John Doe defendants from the caption and severs claims against Dina E. John.

CASE DETAILS

COURT	United States District Court for the Eastern District of New York
WRITING FOR THE COURT	Taryn A. Merkl
JURISDICTION	United States District Court for the Eastern District of New York
DECIDED	December 22, 2025
DOCKET	24-CV-3051 (TAM)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for unopposed summary judgment in a mortgage-foreclosure action. After a bankruptcy stay affecting the corporate defendant concluded, the court reinstated the motion, permitted plaintiff to cure a deficiency in its New York Real Property Actions and Proceedings Law § 1303 notice, and granted summary judgment.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views facts and reasonable inferences in favor of the nonmovant and does not weigh evidence or make credibility determinations.
PRECEDENTIAL VALUE	unpublished

TOPICS

foreclosure mortgages summary judgment bankruptcy civil procedure

PRACTICE AREAS

real estate mortgage foreclosure civil procedure bankruptcy

QUESTIONS PRESENTED

1. Whether FNMA established a prima facie entitlement to summary judgment in a New York mortgage-foreclosure action by proving ownership or possession of the note and mortgage and the borrower's default.
2. Whether FNMA's initial failure to comply with RPAPL § 1303 required denial of summary judgment or could be cured after the action was commenced.
3. Whether defendants' unopposed affirmative defenses and counterclaims created a material factual dispute or otherwise defeated summary judgment.
4. Whether FNMA was entitled to an order of foreclosure and sale and further proceedings to determine the updated amount due.

HOLDINGS

1. A foreclosure plaintiff establishes a prima facie entitlement to summary judgment by producing the mortgage, the unpaid note, and evidence of the defendant's default, together with proof that the plaintiff was the holder or assignee of the note when the action commenced. FNMA met that burden through unrebutted evidence of its possession and ownership of the loan documents and Injawe's payment and reporting defaults.
2. The court exercised its discretion to permit FNMA to cure its initial failure to comply with RPAPL § 1303, and found that FNMA complied after reissued summonses, service, and posting of the required notice at the property's entrances.
3. Defendants' boilerplate affirmative defenses and counterclaims, unsupported by opposition papers or factual allegations satisfying applicable pleading standards, were deemed abandoned and ineffective to defeat summary judgment.

KEY QUOTATIONS

> *"Summary judgment is appropriate "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.""* (Discussion § I.A)

> *"Therefore, the Court deems the affirmative defenses and counterclaims in Defendants' answer "to be abandoned and ineffective to defeat summary judgment.""* (Discussion § II.C)

> *"For the reasons outlined above, the Court grants Plaintiff's summary judgment motion and finds that an order of foreclosure and sale shall issue."* (Conclusion)

FACTUAL BACKGROUND

Injawe Inc. borrowed $1,000,000 secured by a note, a consolidated mortgage, an assignment of leases and rents, and related loan documents concerning a mixed-use property at 809 Rogers Avenue in Brooklyn. FNMA received assignments of the loan documents and established that it possessed and owned the note and mortgage when the action was filed. Injawe failed to make required monthly payments beginning in January 2024 and failed to cure a financial-reporting default after receiving notice. The property was described in the recorded documents as a four-to-six-family property with a store or office.

PROCEDURAL HISTORY

FNMA commenced the foreclosure action on April 24, 2024. Defendants answered and asserted counterclaims and affirmative defenses, but failed to oppose the summary-judgment motion despite multiple opportunities. The case was partially affected by Injawe's bankruptcy, and the motion was administratively terminated and later reinstated after the bankruptcy proceeding concluded. The court also permitted FNMA to cure its initial failure to post the RPAPL § 1303 notice, after which FNMA filed proof of service and posting.

DISPOSITION

other

CASES CITED

- Wells Fargo Bank, N.A. v. 5615 N. LLC, No. 20-CV-2048 (VSB), 2022 WL 15523689, at *7 (S.D.N.Y. Oct. 27, 2022)
- Wilmington Tr., N.A. v. Winta Asset Mgmt. LLC, No. 20-CV-5309 (JGK), 2022 WL 2657166, at *8 (S.D.N.Y. July 8, 2022)
- Green Mountain Holdings (Cayman) Ltd. v. 501 Lafayette Ave LLC, No. 21-CV-5844 (MKB) (TAM), 2023 WL 6594003, at *6-*8 (E.D.N.Y. Aug. 18, 2023)
- United States v. Lancor, No. 19-CV-0936 (BKS) (TWD), 2022 WL 4551694 (N.D.N.Y. Sept. 29, 2022)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)
- Darnell v. Pineiro, 849 F.3d 17, 22 (2d Cir. 2017)
- Gayle v. Gonyea, 313 F.3d 677, 682 (2d Cir. 2002)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-49, 252 (1986)
- Nick’s Garage, Inc. v. Progressive Cas. Ins. Co., 875 F.3d 107, 113-14 (2d Cir. 2017)
- Borley v. United States, 22 F.4th 75, 78 (2d Cir. 2021)
- Brizzi v. Utica Mut. Ins. Co., 529 F. Supp. 3d 44, 51 (E.D.N.Y. 2021)
- Marvel Characters, Inc. v. Simon, 310 F.3d 280, 286 (2d Cir. 2002)
- Lener v. Hempstead Pub. Sch., 55 F. Supp. 3d 267, 274 (E.D.N.Y. 2014)
- Green v. Town of E. Haven, 952 F.3d 394, 406 (2d Cir. 2020)
- Kessler v. Westchester County Dep’t of Soc. Servs., 461 F.3d 199, 206 (2d Cir. 2006)
- Cifra v. G.E. Co., 252 F.3d 205, 216 (2d Cir. 2001)
- Johnson v. Killian, 680 F.3d 234, 236 (2d Cir. 2012)

- Rasmy v. Marriott Int’l, Inc., 952 F.3d 379, 386 (2d Cir. 2020)
- Wells Fargo Bank Nat'l Ass'n v. 366 Realty LLC, No. 17-CV-3570 (SJ) (RER), 2021 WL 9494173, at *3 (E.D.N.Y. Mar. 16, 2021)
- Gustavia Home, LLC v. Hoyer, 362 F. Supp. 3d 71, 80, 82 (E.D.N.Y. 2019)
- CIT Bank, N.A. v. Anderson, No. 16-CV-1712 (ERK) (PK), 2019 WL 3842922, at *1 (E.D.N.Y. Aug. 14, 2019)
- Blue Castle (Cayman) Ltd. v. Tawil, No. 24-CV-1082 (MKB) (TAM), 2025 WL 2482306, at *4 (E.D.N.Y. Aug. 28, 2025)
- First Nat'l Bank of Chi. v. Silver, 899 N.Y.S.2d 256, 258 (App. Div. 2d Dep’t 2010)
- E. Sav. Bank, FSB v. Thompson, 631 F. App’x 13, 15 (2d Cir. 2015)
- Wells Fargo Bank, N.A. v. Rooney, 19 N.Y.S.3d 543, 544 (App. Div. 2d Dep’t 2015)
- Secured Asset Mgmt., LLC v. Cong. Beth Joseph Zwi Dushinsky, No. 17-CV-5588 (DLI) (CLP), 2019 WL 4861411, at *6 (E.D.N.Y. Sept. 30, 2019), aff'd sub nom. Secured Asset Mgmt., LLC v. Dushinsky, 828 F. App’x 815 (2d Cir. 2020)
- GEOMC Co. v. Calmare Therapeutics Inc., 918 F.3d 92, 99 (2d Cir. 2019)
- Fossil Grp., Inc. v. Angel Seller LLC, 627 F. Supp. 3d 180, 187 (E.D.N.Y. 2022)
- OneWest Bank, N.A. v. Denham, No. 14-CV-5529 (DRH) (AKT), 2015 WL 5562980, at *14 (E.D.N.Y. Aug. 31, 2015), report and recommendation adopted, 2015 WL 5562981 (E.D.N.Y. Sept. 21, 2015)