UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

Lisa Jo Pressman, individually and as Trustee of the Red Rock Realty Trust v. U.S. Bank National Association, as Trustee of the Dwelling Series IV Trust, and SN Servicing Corporation

Civil Action No. 24-12885-FDS · No. Civil Action No. 24-12885-FDS; 1:24-cv-12885 · Decided March 27, 2026

SUMMARY

The court grants AlboHomeImp, LLC's motion to intervene and defendants' motions for summary judgment in an action challenging the foreclosure and sale of residential property in Lynn, Massachusetts. The court concludes that the plaintiff failed to establish actionable contract, promissory estoppel, negligent misrepresentation, implied-covenant, Chapter 93A, or due-process claims, and lacked standing to challenge alleged voidable defects in mortgage assignments. The court also grants partial summary judgment to AlboHomeImp on the wrongful-foreclosure claim.

CASE DETAILS

COURT	United States District Court for the District of Massachusetts
WRITING FOR THE COURT	F. Dennis Saylor IV
JURISDICTION	United States District Court for the District of Massachusetts
DECIDED	March 27, 2026
DOCKET	Civil Action No. 24-12885-FDS; 1:24-cv-12885
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought a foreclosure-related action in Massachusetts state court seeking to prevent and invalidate a foreclosure sale. Defendants removed the action to federal court. After the court denied preliminary injunctive relief, defendants moved for summary judgment on all claims, and the foreclosure-sale purchaser moved to intervene and for partial summary judgment on the wrongful-foreclosure claim.
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 viewed the evidence and drew reasonable inferences in favor of the nonmoving party, but required the opposing party to present specific affirmative evidence showing a genuine issue for trial.

PRECEDENTIAL VALUE	Unknown; federal district-court memorandum and order

TOPICS

wrongful foreclosure · foreclosure · summary judgment · intervention · real estate

PRACTICE AREAS

real estate · foreclosure · civil procedure · contracts · consumer protection

QUESTIONS PRESENTED

1. Whether AlboHomeImp, LLC should be permitted to intervene as of right under Federal Rule of Civil Procedure 24(a).
2. Whether defendants were entitled to summary judgment on the breach-of-contract, promissory-estoppel, and negligent-misrepresentation claims.
3. Whether defendants were entitled to summary judgment on the claim for breach of the implied covenant of good faith and fair dealing.
4. Whether Pressman had standing to challenge the validity of the mortgage assignments and whether the assignments authorized U.S. Bank to foreclose.
5. Whether the Massachusetts consumer-protection claim under Mass. Gen. Laws chapter 93A failed because Pressman did not send and plead the required demand letter.
6. Whether the foreclosure sale violated the notice requirements of Mass. Gen. Laws chapter 244, section 14 or the Due Process Clauses.
7. Whether AlboHomeImp was entitled to summary judgment on the wrongful-foreclosure claim.

HOLDINGS

1. AlboHomeImp was entitled to intervene because, although the timeliness factor potentially weighed against intervention, the remaining circumstances strongly favored intervention: it owned the property, faced substantial harm if the requested relief were granted, and intervention would cause little prejudice to the existing parties.
2. Defendants were entitled to summary judgment on Counts 1, 2, and 3 because Pressman did not identify a specific breached contractual term, actionable promise, or false representation, and she did not present evidence establishing damages caused by force-placed insurance.
3. Defendants were entitled to summary judgment on Count 4 because Pressman failed to show damages caused by any alleged delay in processing HAF assistance or any misrepresentation concerning foreclosure, and the implied covenant could not create an obligation to postpone foreclosure or negotiate a loan modification that was not contemplated by the contractual relationship.
4. Pressman lacked standing to challenge alleged defects in the mortgage assignments that would make them merely voidable, and she failed to show that the assignments were void or otherwise invalid. The

original mortgage continued to encumber the property after the assumption and modification agreement, and U.S. Bank therefore was not shown to lack authority to foreclose.

5. The chapter 93A claim failed as a matter of law because Pressman neither alleged that she sent the required written demand letter nor presented evidence that she did so.
6. Defendants were entitled to summary judgment on Count 7 because private foreclosure conduct did not constitute state action for purposes of the Due Process Clauses, the original October 30, 2024 sale notices complied with Mass. Gen. Laws chapter 244, section 14, and the postponement to December 10 was reasonably communicated by first-class mail without requiring renewed section 14 publication and registered-mail notice.

KEY QUOTATIONS

> *"Timeliness must be assessed by the totality of the circumstances."* (II)

> *"Summary judgment shall be granted when "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.""* (III.A)

> *"The covenant of good faith and fair dealing, which is implied in every contract, "provides that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract.""* (III.B.2)

> *"In other words, "a mortgagor has standing to challenge a mortgage assignment as invalid, ineffective, or void (if, say, the assignor had nothing to assign or had no authority to make an assignment to a particular assignee)" but "does not have standing to challenge shortcomings in an assignment that render it merely voidable at the election of one party but otherwise effective to pass legal title.""* (III.B.3)

> *"Under the circumstances, notifying plaintiff of the postponement by first-class mail complied with those obligations."* (III.B.5)

FACTUAL BACKGROUND

Barbara Pressman obtained a $100,000 home-equity line of credit secured by a mortgage on 30 Red Rock Street in Lynn, Massachusetts. After Barbara's death, Lisa Pressman became trustee and beneficiary of the property trust and entered into an assumption and modification agreement with Santander Bank, expressly assuming the original mortgage and note while increasing the principal balance to reflect the existing debt. The mortgage was later assigned through the relevant U.S. Bank entities, and Pressman remained delinquent on the loan. Following unsuccessful efforts involving Homeowner Assistance Fund and RAFT assistance, U.S. Bank provided notice of a foreclosure sale originally scheduled for October 30, 2024; the sale was postponed to December 10, 2024, on which date the property was sold to AlboHomeImp, LLC.

PROCEDURAL HISTORY

Pressman filed the original complaint in state court on October 28, 2024, seeking a preliminary injunction against foreclosure. Defendants removed the case on November 20, 2024, and the federal court denied preliminary relief on December 10, 2024. Pressman filed an amended complaint on March 19, 2025, asserting seven claims. Defendants moved for summary judgment on June 25, 2025; AlboHomeImp moved to intervene on August 19, 2025 and later sought partial summary judgment on Count 5. The court granted intervention and granted both summary-judgment motions in full.

DISPOSITION

other

CASES CITED

- R & G Mortg. Corp. v. Fed. Home Loan Mortg. Corp., 584 F.3d 1, 7 (1st Cir. 2009)
- Banco Popular de Puerto Rico v. Greenblatt, 964 F.2d 1227, 1231 (1st Cir. 1992)
- Mesnick v. General Elec. Co., 950 F.2d 816, 822 (1st Cir. 1991)
- Garside v. Osco Drug, Inc., 895 F.2d 46, 50 (1st Cir. 1990)
- Medina-Munoz v. R.J. Reynolds Tobacco Co., 896 F.2d 5, 8 (1st Cir. 1990)
- O'Connor v. Steeves, 994 F.2d 905, 907 (1st Cir. 1993)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250, 256-257 (1986)
- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Estelle v. Gamble, 429 U.S. 97, 106 (1976)
- Posadas de Puerto Rico, Inc. v. Radin, 856 F.2d 399, 401 (1st Cir. 1988)
- Santos v. U.S. Bank Nat. Ass'n, 89 Mass. App. Ct. 687, 701 (2016)
- Williams v. Resolution GGF Oy, 417 Mass. 377, 382-383 (1994)
- Armand v. Homecomings Fin. Network, 2012 WL 2244859, at *5 (D. Mass. June 15, 2012)
- Weiler v. PortfolioScope, Inc., 469 Mass. 75, 82 (2014)
- Christensen v. Kingston Sch. Comm., 360 F. Supp. 2d 212, 229 (D. Mass. 2005)
- Speakman v. Allmerica Fin. Life Ins., 367 F. Supp. 2d 122, 132 (D. Mass. 2005)
- Young v. Wells Fargo Bank, N.A., 717 F.3d 224, 238 (1st Cir. 2013)
- Blake v. Pro. Coin Grading Serv., 898 F. Supp. 2d 365, 389 (D. Mass. 2012)
- MacKenzie v. Flagstar Bank, FSB, 738 F.3d 486, 493, 495 (1st Cir. 2013)
- Peterson v. GMAC Mortg., LLC, 2011 WL 5075613, at *6 (D. Mass. Oct. 25, 2011)
- U.S. Bank Nat. Ass'n v. Ibanez, 458 Mass. 637, 646-649 (2011)
- Eaton v. Fed. Nat. Mortg. Ass'n, 462 Mass. 569, 571 (2012)
- Culhane v. Aurora Loan Servs. of Nebraska, 708 F.3d 282, 291 (1st Cir. 2013)
- Faneuil Invs. Grp. v. Board of Selectmen of Dennis, 458 Mass. 1, 6 (2010)
- Azevedo v. U.S. Bank N.A., 167 F. Supp. 3d 166, 171 (D. Mass. 2016)
- Pabla v. U.S. Bank Nat'l Ass'n as Tr. for Structured Asset Sec. Corp. Mortg. Pass-Through Certificates, Series 2005-7XS, 2024 WL 4505216, at *4 (D. Mass. Oct. 16, 2024)
- Wilson v. HSBC Mortg. Services, Inc., 744 F.3d 1, 13 (1st Cir. 2014)
- Rodi v. Southern New Eng. Sch. of L., 389 F.3d 5, 19 (1st Cir. 2004)
- Entrialgo v. Twin City Dodge, Inc., 368 Mass. 812, 812 (1975)

- Public Utilities Comm’n v. Pollak, 343 U.S. 451, 461 (1952)
- Shelley v. Kraemer, 334 U.S. 1, 13 (1948)
- Malanowski v. Wells Fargo Bank N.A. Tr. Option One Mortg. Corp. Tr. 2005-1 Asset-Backed-Certificates, Series 2005-1, 654 F. Supp. 3d 25, 31 (D. Mass. 2023)
- Stephens-Martin v. Bank of N.Y. Mellon Tr. Co., 2015 WL 732087, at *11 (Mass. Land Ct. Feb. 20, 2015)
- Fitzgerald v. First Nat. Bank of Bos., 46 Mass. App. Ct. 98, 101 (1999)
- Chaves v. U.S. Bank, N.A., 335 F. Supp. 3d 100, 108 (D. Mass. 2018)
- Hull v. Attleboro Sav. Bank, 33 Mass. App. Ct. 18, 25 (1992)

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