

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 25-1410

GEORGE ARSENIS; CHRYSSOULA ARSENIS; SPYRIDON ARSENIS

v.

BLUE FOUNDRY BANCORP

Chryssoula Arsenis,
Appellant

On Appeal from the United States District Court
for the District of New Jersey
(D.C. Civil Action No. 3:24-cv-08978)
District Judge: Honorable Robert Kirsch

Submitted for Possible Dismissal for Jurisdictional Defect and
Possible Summary Action Pursuant to Third Circuit LAR 27.4 and I.O.P. 10.6
August 14, 2026
Before: KRAUSE, PHIPPS, and SCIRICA, *Circuit Judges* *

(Opinion filed October 15, 2026)

OPINION**

* The Honorable Anthony J. Scirica, a member of the motions panel, was unavailable to participate. This order is filed by a quorum of the panel pursuant to 28 U.S.C. §46(d) and 3d Cir. I.O.P. 12.1.

** This disposition is not an opinion of the full Court and pursuant to I.O.P. 5.7 does not constitute binding precedent.

PER CURIAM

In 2013, Blue Foundry Bank, then known as Boiling Springs Savings Bank, extended a mortgage loan of more than four million dollars to Chryssoula and George Arsenis (and their adult son, who is not a party to this appeal) for a property in Bernardsville, New Jersey.[†] About a decade later, after the Arsenises had defaulted on their mortgage, Blue Foundry Bank obtained a judgment in its favor in foreclosure proceedings in the Superior Court of New Jersey. The Arsenises twice tried, without success, to remove the foreclosure action to federal court.[‡] In 2024, in the District Court, they also sued Blue Foundry Bancorp, which has been the parent and holding company of Blue Foundry Bank since 2021.

Invoking the District Court’s subject-matter jurisdiction under 28 U.S.C. § 1331 and § 1332, and seeking more than one hundred million dollars in damages, the Arsenis family claimed that Blue Foundry Bancorp violated the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), 15 U.S.C. § 9001, *et seq.*, the National Banking

[†] Chryssoula Arsenis alone filed the notice of appeal, but we consider it filed also on behalf of George Arsenis, who has signed the other filings that we will consider. *See* Fed. R. App. 3(c)(2); *see also United States v. Jones*, 994 F.2d 1051, 1054 (3d Cir. 1993). The Clerk is directed to amend the caption on the docket for this appeal by adding George Arsenis as a listed appellant. However, the notice of appeal was not filed on behalf of their son, Spyridon Arsenis, and, in any event, as non-lawyers, his parents cannot represent him or his interests in federal court. *See Osei-Afriyie v. Med. Coll. of Pa.*, 937 F.2d 876, 882-83 (3d Cir. 1991).

[‡] As the District Court detailed, the Arsenises are frequent litigants, using removal and other tactics in efforts to, among other things, avoid state court judgments against them.

Act, 12 U.S.C. § 24(7), the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601, *et seq.*, and the Due Process Clause of the Fifth Amendment. They also alleged that Blue Foundry Bancorp engaged in “bad faith and unfair dealing.”[§] ECF No. 1 at 16-17.

Blue Foundry Bancorp filed a motion to dismiss the complaint for failure to state a claim, which Chryssoula and George Arsenis opposed.^{**} The District Court granted the motion and dismissed the complaint with prejudice. Chryssoula Arsenis filed a timely notice of appeal.^{††}

We have jurisdiction under 28 U.S.C. § 1291. We exercise plenary review over the District Court’s order dismissing the complaint. *See Smith & Wesson Brands, Inc. v. Att’y Gen.*, 105 F.4th 67, 72 (3d Cir. 2024). Upon review, we will summarily affirm the District Court’s order because no substantial issue is presented on appeal. *See* 3d Cir. L.A.R. 27.4; 3d Cir. I.O.P. 10.6.

In their complaint, the Arsenises primarily focused on how Blue Foundry Bank purportedly wronged them. Putting aside whether Blue Foundry Bancorp could be held

[§] In addition to setting out these claims in five counts in their complaint, they also broadly claimed that Blue Foundry Bancorp failed to comply with the Real Estate Settlement Procedures Act (“RESPA”), 12 U.S.C. §§ 2601-2617, and the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692-1692p.

^{**} Chryssoula Arsenis also submitted an “amended complaint” against Horizon Blue Cross Blue Shield for defamation for statements made in other federal court proceedings.

^{††} Although the notice of appeal was docketed after the 30-day period to appeal expired, we consider it timely filed because the District Court received it within that 30-day period. *See United States v. Solly*, 545 F.2d 874, 876 (3d Cir. 1976); *see also* Fed. R. App. P. 4(a)(1).

liable for the acts or inaction of its subsidiary, there is no way that it, a private company, can be held liable for violations of the Fifth Amendment under the circumstances of this case. *Cf. Pub. Utilities Comm’n of D.C. v. Pollak*, 343 U.S. 451, 461-62 (1952).

Additionally, there is no private right of action to vindicate the Arsenises’ claims under the National Banking Act. *See Thompson v. St. Nicholas Nat. Bank*, 146 U.S. 240, 251 (1892) (“[W]here the provisions of the national banking act prohibit certain acts by banks or their officers, without imposing any penalty or forfeiture applicable to particular transactions which have been executed, their validity can be questioned only by the United States, and not by private parties.”).

As for the claims under the CARES Act, they, like many of the other claims, turn on a forbearance agreement that was “offered” to the Arsenises.^{‡‡} ECF No. 1 at 7. As the District Court explained, courts have held that there is no private right of action under various provisions of the CARES Act, including ones relating to a consumer’s right to request forbearance, *see Thompson v. Evolve Bank & Tr.*, 791 F. Supp. 3d 236, 250 (D.

^{‡‡} Ultimately, after counsel for Blue Foundry Bank filed a certification stating that no agreement was reached between the parties (although Blue Foundry Bank discussed such an agreement with the Arsenis family and he prepared a draft agreement), George Arsenis submitted the “forbearance and modification agreement.” The unsigned agreement, replete with redlining and comment notes, is clearly a draft. Accordingly, we take the Arsenises at their word that they have complaints with the “offered” proposal and the pressure they received to sign it. Without specifying what provision of the CARES Act was violated, the Arsenises claimed that Blue Foundry Bank “failed to accurately inform [them] of the terms and conditions of ... forbearance agreements,” failed to “properly implement forbearance provisions and instead pressured [them] into an unfavorable loan modification” and did not “provide further loss mitigation options despite [their] financial hardship.” ECF No. 1 at 5, 6, 16.

Mass. 2025) (“There is a broad consensus amongst federal courts that the C.A.R.E.S. Act’s foreclosure moratorium did not create a private of action.”). However, regardless of the existence of a private right of action, the Arsenises have not explained how the CARES Act was violated through negotiations about forbearance and a modification of their mortgage.

As Blue Foundry Bancorp argued in its motion to dismiss, and the District Court concluded, the Arsenises also otherwise failed to plead a federal cause of action against it.^{§§} And, with no federal claims remaining, the District Court did not abuse its discretion in declining to entertain any state-law claims.^{***} *See De Asencio v. Tyson Foods, Inc.*, 342 F.3d 301, 311 (3d Cir. 2003).

In short, we conclude that the District Court properly dismissed the complaint. Additionally, under the circumstances, and for the reasons given by the District Court, the District Court did not abuse its discretion in disallowing amendment.^{†††}

^{§§} Also, as the District Court noted, the TILA claims were untimely on the face of the complaint. The Arsenises alleged they entered into a mortgage agreement in 2013. The statute of limitations on any TILA (or any RESPA) claims related to that transaction had long expired by the time they filed suit more than a decade later. *See* 15 U.S.C. § 1640(e); *In re Cmty. Bank of N. Virginia*, 622 F.3d 275, 283, 305 (3d Cir. 2010).

^{***} Although the Arsenises purported to proceed in diversity as well as under federal-question jurisdiction, the parties, all based in New Jersey, were not diverse.

^{†††} We agree with the District Court’s decision not to treat the submission of a complaint against another company about an unrelated matter as a true attempt to amend the complaint in this case.

For these reasons, we will affirm the District Court's judgment.^{¶¶¶}

^{¶¶¶} As explained in note 1, the Clerk will amend the docket to identify George Arsenis as an additional appellant.