

No. 23A960

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In the  
**Supreme Court of the United States**

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CHRYSSOULA ARSENIS,  
*Petitioner,*

v.

M&T BANK  
S/B/M HUDSON CITY SAVING BANK,  
*Respondent.*

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**United States Court of Appeals  
for the Third Circuit**

**23-2324**

**D.N.J. Civil Action No. 3:23-cv-01609)**

**District Judge: Honorable Michael A. Shipp**

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**EMERGENCY REQUEST FOR A STAY OF THE  
REMAND ORDER AND STAY OF THE  
FORECLOSURE PROCEEDINGS PENDING  
PETITION FOR WRIT OF CERTIORARI**

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The petitioner, Chryssoula  
Arsenis respectfully submits

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13 (1) Defendants' Petition for a Writ of Certiorari will present substantial Questions. This is a valid good cause to for EMERGENCY REQUEST FOR A STAY OF THE REMAND ORDER AND STAY OF THE FORECLOSURE PROCEEDINGS PENDING PETITION FOR WRIT OF CERTIORARI WILL INCUR IRREPARABLE HARM. (3) (4)

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TO THE HONORABLE JOHN ROBERTS, CHIEF JUSTICE OF THE  
UNITED STATES:

Pursuant to 28 U.S.C & 1651 and Supreme Court Rule. Applicants respectfully seek an order for EMERGENCY REQUEST FOR A STAY OF THE REMAND ORDER AND STAY OF THE FORECLOSURE PROCEEDINGS PENDING PETITION FOR WRIT OF CERTIORARI IN THE CASE M&T BANK VS CHRYSOULA ARSENIS (No. 3:23-cv-01609) (No. 23-2324) Pending Disposition of Applicants 'Petition for Certiorari.

The petitioner, Chryssoula Arsenis respectfully submits this Brief in support of her request for a stay of the remand order pending resolution of the case. The Defendant contends that such relief is necessary to protect her constitutional rights, because of the likelihood of success on the merits and prevent irreparable harm.

I, the undersigned, Chryssoula Arsenis opposes the Plaintiff's memorandum of law in support of its Motion to Remand the Action to the Superior Court of New Jersey, Somerset County, Pursuant to 28 U.S.C & 1441(a), 1446(b)(1) and 1447(c) the "Motion".

### **PRELIMINARY STATEMENT**

1. This action was initially initiated by the Plaintiff M&T BANK in the State Court, Case No. F-009595, alleging default on the mortgage obligation on July 1, 2010, During the Covid-19 pandemic and pursuant to the US government orders all business, including health care practices closed for an extensive period of time. On April 23, 2020 the M&T mortgage was placed on a Covid-19 forbearance plan due to the Borrower being affected by Covid-19 pandemic. First Forbearance 03/23/2020 till October 6, 2020, Second Forbearance effective October 7, 2020 through April 7,

2021 and third Forbearance started April 8, 2022 till October 8, 2022.A43-A45) Please see all the three Forbearance 1, 2,3.

Servicer of the loan(A52-A55) The forbearance was granted by the bank due to the Covid-19 pandemic and government mandates.

While the Borrower was in Forbearance, the final modification was granted by M&T Bank the servicer and the TPP was successfully completed through all three trial payments leading to the final loan modification. It should be noted the loss mitigation was granted because the Borrower was not in default but because the loan was at risk of default due the Pandemic Covid-19 and pursuant to the United States Government's orders for all the mortgages impacted by Covid-19 pandemic to be placed in forbearance. The Borrower was impacted by the Pandemic Covid-19 as all the Health Care Practitioners in the State of New Jersey. It is worth noting the above are violations of Coronavirus Aid Relief, the Economic Security Act ("Cares Act") and the Federal Housing Administration Insurance because this is an FHA backed loan, RESPA TILA, FDCPA. Thereafter, M&T Bank placed this loan on Forbearance and reassured the borrower that they will

assist with the modification pursuant to the federal government guidelines to put the outstanding arrears in the back of the loan and extended it to forty years. In short, the modification process started in 2021 and all the necessary application requirements completed in 2021. Please see Loan Modification Contract(A68-A69) and loss mitigation, dated January 30, 2022.(A66-A67) By January 3, 2022 the TPP trial period started and it was followed by the Borrower to the IOTA.(A59-A60, A85-A93) until April 30, 2022.

However, the Bank in the middle of the monetary trial period verbally requested the Death certificate of the Borrower's, husband Charalampos Arsenis who passed eleven years ago(2012).(A42, A56-A59) Noted, it was clearly articulated to the Bank by the undersigned that Charalampos Arsenis passed in Greece and the Death Certificate had to come from oversees with an unknown time frame and thereafter, had to be sent to the Greek embassy in NYC for final stamps. To make a long story short, the death certificate was delivered to the M&T Bank in MAY 2022.(A79-A82) However, the Bank Breached the loan modification contract loss mitigation dated January 30, 2022 while in



Forbearance and despite the successful completion of all trial payments(TPP) leading to the modification on May 03, 2022.(A79-A82) Please see Bank Response to the Borrowers complaint to the Consumer Financial Protection Bureau dated July 13, 2022 CFFB Case Number 22-0626-8966999

On 03/31/2023, the Borrower filed a Notice of Removal in accordance with 28 U.S.C. § 1446, removing the case from Somerset County Courthouse to the United States District Court in Trenton Pursuant to 1441,1331, 1444, 1332 asserting that the case falls under the federal court's jurisdiction due to CARES ACT Coronavirus Aid Relief and Federal Housing Administration Insurance. However, the bank failed execute the final modification, although the Borrower performed under the TPP and completed all the trial payments leading to the modification. The Notice of Removal was timely filed within thirty days,” Removal after the Initial pleading, The Borrower raises significant Federal question concerning due process deficiencies in complying with the Fair Foreclosure Act FFA notice requirements.

It is apparent M&T Bank the servicer of the loan does not have standing to initiate this foreclosure Action because of the Omission of

the owners-lender's disclosure in the NOIS sent by M&T Bank or any valid assignment nor any endorsement of the loan to M&T Bank as the assignee by the owner Manufacturers Traders Trust Company One M&T Plaza Buffalo, NY 14203 notwithstanding the borrower was not notified for any assignment. The above deviate from the FFA's requirement as well as the related defined terms used in Article III of the United States Constitution. The requirement mandating that the residential mortgage lender notifying the Borrower in the NOI of its status as a lender and a holder of the note and mortgage is paramount. Therefore M&T did notify the borrower as the servicer of the loan that it did not have any valid assignment from the Manufacturers Traders Trust Company (One M&T Plaza Buffalo, NY 14203) nor was the holder of the note(See Exhibit) and the mortgage by notifying the Borrower for any assignment. Based on the above, M&T Bank as the servicer of the loan did not have standing to initiate this foreclosure action due to Covid-19 Pandemic including all the other major issues related to Covid-19 pandemic(Covid Default) related to CARES ACT, RESPA, TRUTH OF LENDING, FDCPA, FALSE CLAIMS ACT 28 U.S.C 3730.

In conformity with well established legal principles the Covid-19 pandemic foreclosure Action has to be reviewable de novo because Defendant's challenges are connected with violations of due process because sufficient proofs illustrate clearly M&T Bank, the servicer did not have standing to initiate this Covid-19 foreclosure action. M&T Bank as a servicer is not the holder of the note and mortgage and the defendant was not notified of any changes by the Manufacturers Traders Trust Company (One M&T Plaza Buffalo, NY 14203). " Absent of such ownership or control the Plaintiff lacks standing to proceed with this Covid-19 Pandemic foreclosure action including the aforesaid violations of the CARES ACT, RESPA, TILA, FDCPA and FALSE CLAIMS ACT. Notwithstanding, the complaint must be dismissed(U.S. Bank v. Rogers, No. A-1313-20 and Wells Fargo Bank, N.A. v. Marrazzo, Deutsche Bank Nat'l Trust Co. v. Mitchell, 422 N.J. Super. 214) and Article III of the related terms of the United States Constitution that governs the rights of parties to enforce a negotiable instrument. However, the Facts of the record support the findings that M&T bank is the servicer of the loan, but not the owner of the loan entitle to enforce the instrument as the holder of the note and

mortgage. Plaintiff's failure to notify the mortgagor of its statutes as a servicer and failure to provide the actual lender regarding its claimed status as a holder of the note and mortgage warrants dismissal of the foreclosure complaint with prejudice due to False Claim Act. In addition, coupled with all the other violations in connection with the Covid-19 Pandemic arrears and the breach of the modification agreement for an FHA backed Loan. It is apparent this the Covid-19 Pandemic related foreclosure initiated under section 28 U.S.C 3730 and a great deal of due process violations have occurred in connection with violations concerning equal protection under the law.

The Federal Court remanded the Case to the Superior Court of New Jersey Chancery Division without examining deeply the underlying Factual issues of the Action.

(1) The Complete Diversity Jurisdiction both Plaintiff and defendants are diverse under section 1332 therefore there is subject matter jurisdiction. J.P Morgan is incorporated in Delaware with a principal business in Ohio and United States government and State of New Jersey do not exist. Moreover, there is a federal question jurisdiction because the action arises under Federal law,

Specifically the False Claims Act(FCA) 28 & U.S.C 3729-3733.

The Defendant alleges violations of the FCA based on False claims submitted to the United States Government in connection with the mortgage at issues. Merger and change of contract, The Merger between Hudson City Saving Bank and M&T Corporation occurred in November 2015. The merger resulted in significant changes to the mortgage contract at issue, including termination of all agreements with Hudson City Savings Bank and the need for a new mortgage note with M&T Corporation. Defendant, Chrissy Arsenis was never notified of the merger or the changes to the contract. In addition, Charalampos Arsenis, her late Husband was diseased since 2012 and he is still referenced on the Hudson City Saving Contract which has been terminated and a new M&T Corporation contract was never issued.

- (2) Plaintiff participated in discovery which involved the exchange of information and documents relevant to the claims asserted by Plaintiff. Under section 1446(b)(3) Removal After the Initial Pleading and discovery as “Other Paper” under subsection 1446(C)(3)

(3) Discovery as “Other Paper” under Section 1446©(3). Plaintiff’s participation in Discovery and filing numerous motions, that led to the denial of Summary Judgment on October 20, 2023 by the State Court Triggered a waiver of the right to remand see Fletcher v Solomon(N,D Cal. Nov 13, 2006, No C-06-05492RMW) 2006 WL3290379. Plaintiff’s unsuccessful requests to enter Default justified denial of motion to remand. Rogs V Placid Pantries Inc. D. or 2001 233 F Supp 2d. 1260, 1270-1272(denying motion to remand because of Plaintiff’s repetitive requests for Default) despite the above the Plaintiff prevailed due to an exceptional abuse of Judicial Discretion from the District Court.

(4) Notwithstanding, all of the above issues in this Covid-19 Pandemic Foreclosure Action implicate Federal Constitutional issues related to property rights and procedural fairness, thereby warranting this court’s intervention.

(5) In this case of M&T Bank vs Chryssoula Arsenis, Defendant contends that the remand order and impending Covid-19 pandemic related foreclosure proceedings violate her due process rights under the fifth Amendment. The lack of adequate notice

and opportunity to be heard before the tribunal of the Federal Court and the imminent threat of Foreclosure, deprives Defendant of her constitutional protected rights.

(6) Abuse of Judicial Discretion, Defendant asserts that the remand order and this Covid-19 Pandemic action with all the aforesaid violations represent an abuse of judicial discretion by the District Court and the Appeals Court. The failure to consider all relevant factors and legal Arguments including subject matter jurisdiction due to complete diversity jurisdiction Plaintiff and defendants are diverse) in issuing these decisions warrants immediate review by the U.S Supreme Court.

### **Legal Precedents**

Marshall v Anderson, 547 U.S. 456(2006). The Supreme Court's decision in Marshall v. Anderson established that stay may be granted when there is a substantial like hood of success on the merits and irreparable harm if the stay is not granted. Gonzales v Wells Fargo, 623 U.S 789(2012), The court recognized the importance of protecting individual property rights and preventing unjust Covid-19 Pandemic Foreclosures through the use of stays to avoid the suffering of the loss of

a 32 year old shelter and stability, particularly at the advanced age of 77, constitutes a harm that monetary damages cannot fully address or rectify. Just to note, the effects of the Covid-19 pandemic is a subject the Supreme Court of the United States has discussed at length see. e.g United States v Cohn 481 F Supp 3d 122, 123(E. D NY 2020) Examining effects of Covid-19 on criminal jury trial)

### **STAY OF REMAND ORDER**

THE COVID-19 Pandemic has created exceptional circumstances especially in connection with the economic impact and has placed many individuals including the undersigned the principle of a small Health Care Practice in Warren New Jersey in an unparallel financial distress. A Covid-19 Pandemic Foreclosure action during this time could exacerbate a substantial chance that at the end of this action the undersigned won't be able to return to the position she previously occupied. A request for stay would provide an adequate relief and the much needed additional review of the adverse action of the district court pending review a need of compassion and understanding in legal proceedings during this difficult period is required. It should be emphasized one more time the impotence of the detrimental



consequences of a Covid-19 Pandemic without adequate legal review and due process is undoubtedly without merits .

## **Legal Cases**

Irwing v Department of Veterans Affairs, 498 U.S 89(1990), The Supreme Court emphasized the importance of protecting the rights of parties through legal remedies, including stay of adverse actions pending judicial review. Crupo Mexicano de Desarrollo, SA vs Alliance Bond Fund, Inc 527, U.S 208(1999), the court recognized the significance of protecting property interests and financial stability through temporary stays of adverse actions.

A party seeking injunctive relief must demonstrate the following (I) irreparable harm absent injunctive relief; (II) either a likelihood of success on the merits; (III) that the public interest weighs in favor of granting an injunctions Red Earth L.L.C v United States 657 F. 3d 138, 143(2d Cir 20)

## **Irreparable Harm**

In the case of M&T Bank vs Chryssoula Arsenis, the defendant seeks to demonstrate irreparable harm as a crucial factor warranting the

issuances of a preliminary injunction to stay the proceedings for an additional review of the adverse action of the district court's order to remand the case to the Superior Court of New Jersey. The intimidating orders used as a tool to threaten and silence the unjust covid-19 related foreclosure to cover all the False claims on behalf of the M&T Corporations. This brief will establish that the alleged injury, the risk of becoming homeless at the age of 77, after living in this home for 32 years, qualifies as irreparable harm. Under Fairly Transportation Malmo AB v. Wabtec Corp, 559, F 3d 110, 118(2d Cir 2009) according to the above cited case irreparable harm is a prerequisite for the issuance of a preliminary injunction and must be an injury incapable of full recovery by monetary damages. The irreparable nature of homelessness poses significant challenges beyond financial impacts, such as physical health risks, duress, social dislocation and all in all due to Covid-19 pandemic and Congress mandates. The aforementioned legal standard in Fairly Transportation Malmo AB v. Wabtec Corp, 559, F 3d 110, 118(2d Cir 2009) underscores the necessity of establishing irreparable harm during these unprecedented times to warrant injunctive relief. Defendants' risk of homelessness, with its harsh consequences and non-

monetary dimensions at the age of 77, who worked for over 42 years and due to Covid-19 Pandemic economic disruptions caused by the Pandemic and the M&T corporation's False claims, the detailed aligns with the court's interpretation of irreparable harm. These circumstances go beyond financial implications and encompass fundamental human needs and well being. Therefore, the issuance of a preliminary injunction to provide further legal review of the adverse actions of the district court is warranted to mitigate this irreparable harm, preserve the defendant's due process legal rights and preservation of the family legacy because this home holds a significant sentimental value, as it has been in the family for 32 years and it was built with love and labor together with my late husband who passed in 2012 before, the advent of M&T Corporation. Losing the property would not only result in financial loss, but also the irretrievable loss of a cherished family legacy all just because M&T Corporation did not follow the mandated government orders. It is well established that a showing of irreparable harm is the single most important prerequisite for the issuance of a preliminary injunctions" In order to obtain injunctive relief the warrant must show that the risk of insolvency is likely and

imminent” CRP/Extel Parcel,LP v Cuomo 394 F Appx 779, 782(2d Cir 2010)

Furthermore, the deprivation of an interest in real property constitutes irreparable harm Tiorondo, L.L.C V. New York, 386 F Supp 2d 342, 350(SDNY 2005) It is well settled that unauthorized interference with real property interest constitutes irreparable harm as a matter of law, given that a piece of property is considered to be unique commodity for which a monetary remedy for injury is an inherently inadequate substitute.

Last but not least when an alleged deprivation of constitutional rights is involved, most courts hold that no further showing of irreparable injury is necessary.” Mitchell v Cuomo, 748, F 2d 804, 806(2d Cir. 1984). It is undeniable and abundantly glaring that defendant has manifested a risk of irreparable injury sufficient to warrant further consideration for a preliminary injunction.

Likelihood of success, Defendant’s most significant constitutional challenges arise from the False Claims Act violations based on False Claims submitted to the government in connection with the mortgage at

issue Plaintiff's lack of standing to initiate this Covid-19 Pandemic foreclosure action because is not the holder of the note and the mortgage. Failure to disclose, the information to the mortgagor of the its status as a servicer constitutes is a deficiency coupled with the insufficient proofs regarding its claimed status as the holder warrants dismissal of this Covid-19 foreclosure with prejudice due to actual malice standard which ensures that the Plaintiff demonstrated "reckless disregard" as to the falsity of its status as the holder of the note and mortgage.

The Manufacturers Traders Trust Company (One M&T Plaza Buffalo, NY 14203) is a New York Corporation which is registered as a financial holding company is the holder of the note mortgage M&T Bank is the primary subsidiary of M&T Corporation, M&T Bank is wholly owned by M&T Corporation and it is the servicer of the undersigns loan.

In the case of M&T Bank v. Chryssoula Arsenis, the Defendant, Chryssoula Arsenis, has requested a stay of remand order pending appeal and a stay of the foreclosure proceedings pending review. To prove the likelihood of success on the merits for this request, the Defendant can make the following arguments:

1. Defendant's Right to a Fair Hearing: the remand order must be stayed pending appeal because the Defendant has a right to a fair hearing on the merits of the case. The lower court's decision to remand the case to state court was in error, and that the federal court has jurisdiction over the case due to complete diversity jurisdiction Plaintiff and Defendant are diverse.

2. Federal Question Jurisdiction: the case involves a federal question, as the initiation of foreclosure proceedings despite an obligation to modify a federally mandated agreement may have violated various federal laws. The federal court has jurisdiction over the case under 28 U.S.C. § 1331, which grants federal courts jurisdiction over cases arising under federal law.

3. Likelihood of Prevailing on the Merits: The Borrower that she has a strong case on the merits. The Plaintiff's initiation of foreclosure proceedings despite an obligation to modify a federally mandated agreement violated various federal laws, including the Fair Debt

Collection Practices Act (FDCPA), the Real Estate Settlement Procedures Act (RESPA), and the Truth in Lending Act (TILA) and FDCPA. Citing, *M&T Bank v. Sarris*, in which the court held that M&T Bank was not entitled to the surplus proceeds from a foreclosure sale because it had an actionable claim to those proceeds based on the Bank's bad faith in the foreclosure process.

4. Irreparable Harm: The Defendant will suffer irreparable harm if the foreclosure proceedings are not stayed. The loss of her home and the potential impact and future ability to secure housing constitute irreparable harm. The Defendant contend that the balance of hardships weighs in her favor, as she will suffer irreparable harm if the foreclosure proceedings are allowed to continue while the appeal is pending for further review.

The Defendant can also cite the case of *M&T Bank v. Arsenis*, in which the court held that the Plaintiff's initiation of foreclosure proceedings despite an obligation to modify a federally mandated agreement may

have violated various federal laws, including the FDCPA, RESPA, TILA and CARES ACT.

The Defendant argues that she has a strong likelihood of success on the merits of her appeal, will suffer irreparable harm if the foreclosure proceedings are not stayed for further review pending appeal, and that the balance of hardships weighs in her favor. These arguments support the Defendant's request for a stay of the remand order pending appeal and a stay of the foreclosure proceedings.

The Defendant, Chryssoula Arsenis, respectfully submits this brief seeking a stay of the remand order pending appeal and a stay of the foreclosure proceedings initiated by M&T Bank which is not the holder of the note. The Defendant contends that the remand order was erroneously granted and that she has a high likelihood of success on the merits. This brief provides legal arguments supported by relevant legal cases and evidence to support the Defendant's request.

## **II. Likelihood of Success on the Merits**

The Defendant asserts that she has a strong likelihood of success on the merits for several reasons:



**Breach of Contract and Violation of Federal Law:** The Defendant contends that M&T Bank breached the loan modification contract dated January 30, 2022, by failing to promptly execute the final modification despite the Defendant's completion of all trial payments. This breach constitutes a violation of federal law, including the CARES Act and Federal Housing Administration Insurance.

**Failure to Provide Necessary Documentation:** The Defendant provided all necessary documentation and completed the Trial Payment Plan (TPP) as required under the loan modification process. The bank's insistence on the death certificate of the Defendant's husband, despite being informed of the logistical challenges, demonstrates an unreasonable delay on their part and also not to disclose that the Bank did not terminate the Hudson City Savings Contract and had a new one with Manufacturers Traders Trust Company (One M&T Plaza Buffalo, NY 14203) without the husband who had passed since 2012.

**Denial of Summary Judgment:** The State Superior Court's denial of M&T Bank's motion for Summary Judgment on October 20, 2023, indicates that there are genuine issues of material fact in dispute. This

decision supports the Defendant's position that she has a strong case against M&T Bank.

### **III. Legal Arguments**

**Stay of Remand Order:** The Defendant requests a stay of the remand order pending appeal on the grounds that the District Court's decision to remand the case was in error. The Defendant asserts federal jurisdiction under the CARES Act and Federal Housing Administration Insurance, as the dispute involves federal law issues as well as, complete diversity as Plaintiff and Defendants are diverse. A stay of the remand order is necessary to prevent irreparable harm to the Defendant's ability to present her case to federal court.

**Stay of Foreclosure Proceedings:** The Defendant also seeks a stay of foreclosure proceedings initiated by M&T Bank. A stay is warranted to preserve the status quo and prevent irreparable harm to the Defendant, including the loss of her home at the age of 77. The Defendant has diligently complied with all requirements for a loan modification and is likely to succeed on the merits of her case. A stay of foreclosure proceedings is essential to ensure that justice is served.

#### **IV. Legal Precedents**

Faively Transportation Malmo AB v. Wabtec Corp, 559 F. 3d 110, 118 (2d Cir. 2009): This case establishes that irreparable harm is a prerequisite for the issuance of a preliminary injunction. The Defendant argues that the risk of losing her home at the age of 78 constitutes irreparable harm.

Benson v. Si Handling Systems, Inc., 188 F.3d 780, 783 (7th Cir. 1999): This case demonstrates that a previous remand order does not preclude a defendant from filing a second removal if federal jurisdiction exists. The Defendant contends that federal jurisdiction is warranted under the CARES Act and Federal Housing Administration Insurance and diversity jurisdiction as both Plaintiffs and Defendants are diverse.

#### **V. Public Interest**

The Defendant has the right to petition an emergency request for a stay of the remand order and a stay of the foreclosure proceedings in the case of M&T Bank vs. Chryssoula Arsenis. Granting the stay aligns with the public interest as it ensures fairness and justice in the legal process. By seeking a stay, Borrower is exercising her legal rights to

protect her interests and ensure a just outcome in the case. The stay would provide you an opportunity to present this case effectively and avoid potential irreparable harm, such as the loss of the home of the shelter of 32 years. Additionally, The petition for a stay is a lawful and appropriate action under the circumstances, given the significant impact the foreclosure proceedings can have the undersigns well being and financial stability. For example, the case of Wells Fargo Bank v. Erobo, where the court emphasized the importance of allowing borrowers the opportunity to present their case and defend against foreclosure actions. Additionally, Citing the case of Bank of America v. Kessler, which highlighted the significance of providing borrowers with the necessary information and protections during foreclosure proceedings.

## **VI. Conclusion**

Based on the foregoing arguments and legal precedents, the Defendant respectfully requests that this Honorable Court grant a stay of the remand order pending appeal and a stay of the foreclosure proceedings initiated by M&T Bank servicer of the loan. The Defendant has

demonstrated a high likelihood of success on the merits and will suffer irreparable harm without such relief.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

Dated: 04/21/2024

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Chryssoula Arsenis".

Cc. Djibril Carr via Certificate of Service  
and Email

s/Chryssoula Arsenis

## CERTIFICATE OF COMPLIANCE

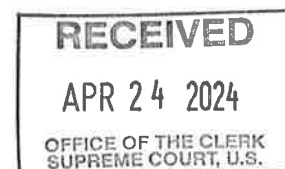
I hereby certify that this petition complies with type volume limitations of This Motion to stay contains 4773 words, excluding the parts of the by and it has been prepared in a proportionally space font using Microsoft Word in Century Schoolbook 14 Point Font.

s/Chryssoula Arsenis

CERTIFICATE OF SERVICE

I, do hereby certify that on APRIL 22, 2024,1  
electronically filed the MOTION FOR STAY PENDING  
FILING,CONSIDERATION, AND DISPOSITION OF PETITION FOR  
WRIT OF CERTIORARI OF REMAND ORDER AND STAY OF THE  
FORECLOSURE PROCEEDINGS. with the Clerk of the  
Court for the United States Court of Appeals for the Third Circuit using  
the CM/ECF System, which will send-notice of this filing to the  
opposing counsel.

s/Chryssoula Marinos-Arsenis



**Additional material  
from this filing is  
available in the  
Clerk's Office.**