UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

Pete Z. Siaway v. Webster Bank, N.A.

Siaway · No. C.A. No. 1:25-cv-00446-MSM-AEM · Decided March 3, 2026

SUMMARY

The United States District Court for the District of Rhode Island granted Webster Bank, N.A.'s motion to dismiss Pete Z. Siaway's Second Amended Complaint with prejudice. The court held that the Equal Credit Opportunity Act claim lacked factual allegations of discrimination, the Truth in Lending Act claim was untimely, the E-SIGN and UETA claims lacked a private right of action, and the Rhode Island Deceptive Trade Practices Act claim was barred by the statutory exemption for regulated entities. The court also denied further leave to amend.

CASE DETAILS

COURT	United States District Court for the District of Rhode Island
WRITING FOR THE COURT	Mary S. McElroy
JURISDICTION	United States District Court for the District of Rhode Island
DECIDED	March 3, 2026
DOCKET	C.A. No. 1:25-cv-00446-MSM-AEM
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the plaintiff's Second Amended Complaint alleging violations of the Equal Credit Opportunity Act, Truth in Lending Act, Electronic Signatures in Global and National Commerce Act, Uniform Electronic Transactions Act, and Rhode Island Deceptive Trade Practices Act.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the Court accepts well-pleaded factual allegations as true and draws reasonable inferences in the plaintiff's favor. The complaint must contain sufficient factual content to state a plausible claim for relief. The Court may consider the complaint, documents attached to or incorporated into it, documents central to the claims whose authenticity is undisputed, and matters subject to judicial notice.
PRECEDENTIAL VALUE	unpublished

PARTIES Pete Z. Siaway v. Webster Bank, N.A.

TOPICS

motions to dismiss · civil procedure · truth in lending · consumer protection · deceptive trade practices

PRACTICE AREAS

civil procedure · consumer protection · banking and finance · real estate lending

QUESTIONS PRESENTED

1. Whether the Second Amended Complaint plausibly alleged discrimination under the Equal Credit Opportunity Act.
2. Whether the Truth in Lending Act damages claim was barred by the one-year statute of limitations.
3. Whether the Electronic Signatures in Global and National Commerce Act and the Rhode Island Uniform Electronic Transactions Act provide a private right of action or were plausibly invoked by the allegations.
4. Whether the Rhode Island Deceptive Trade Practices Act applies to conduct by a regulated lending institution.
5. Whether the plaintiff should receive further leave to amend after the Court had previously allowed amendment and identified pleading deficiencies.

HOLDINGS

1. The Second Amended Complaint failed to state a plausible claim under 15 U.S.C. § 1691(a) because it alleged neither facts showing discrimination based on a protected characteristic nor facts showing that similarly situated applicants outside the protected class received more favorable treatment.
2. The TILA damages claim was time-barred because the alleged disclosure violations occurred at the August 2023 loan closing and the action was not filed until September 2025.
3. The E-SIGN and UETA claims failed as a matter of law because neither statute provides a private right of action, and the plaintiff did not allege that he electronically signed the relevant documents.
4. The DTPA claim failed as a matter of law because the Bank is a regulated entity and the challenged lending conduct falls within the statutory exemption for actions or transactions permitted under laws administered by state or federal regulatory bodies.
5. The Court declined to grant further leave to amend because the request was contingent on dismissal, such requests are disfavored in the First Circuit, and the plaintiff had already received leave to amend after the Court identified deficiencies in the original complaint.

KEY QUOTATIONS

> *"To survive a motion to dismiss under Rule 12(b)(6), a plaintiff must set forth a "plausible claim.""*

> *“The Court therefore declines any further leave to amend.”*

> *“For the foregoing reasons, the Court GRANTS the Bank’s Motion to Dismiss with prejudice.”*

FACTUAL BACKGROUND

Siaway sought a $50,000 home equity loan from Webster Bank. The Bank initially offered $16,500 at 7.115 percent interest and later offered $35,000 at 6.865 percent; Siaway accepted the latter loan on August 24, 2023. He signed a Notice of Right to Cancel and Closing Disclosure, and the alleged disclosure violations concerned loan documents provided at closing. He alleged that the Bank discriminated against him, failed to disclose an appraisal, violated electronic-signature and state consumer-protection laws, and failed to provide the loan amount and interest-rate reduction he sought.

PROCEDURAL HISTORY

Siaway filed this action after obtaining a $35,000 home equity loan from Webster Bank in August 2023. The Court previously granted him leave to amend and identified deficiencies in his original complaint. On the Bank's motion, the Court dismissed the Second Amended Complaint with prejudice and declined to grant further leave to amend.

DISPOSITION

dismissed

CASES CITED

- 556 U.S. 662, 678 (2009)
- 542 F.3d 944, 948 (1st Cir. 2008)
- 389 F.3d 5, 12 (1st Cir. 2004)
- 772 F.3d 63, 74 (1st Cir. 2014)
- 2020 WL 2393198, at *3
- 2018 WL 4964545, at *6
- 2024 WL 1254076, at *1
- 2025 WL 2670236
- 2025 WL 3028815
- 2017 WL 4322816, at *4
- 844 A.2d 666, 671-72 (R.I. 2004)
- 382 A.2d 819, 822 (R.I. 1978)
- 2019 WL 1453058, at *2
- 512 F.3d 46, 57 (1st Cir. 2008)
- 716 F.2d 71, 78 (1st Cir. 1983)

OPINION

Pete Z. Siaway v. Webster Bank, N.A.
PER CURIAM.
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND
)
PETE Z. SIAWAY,)
) Plaintiff,)) v.) C.A. No. 1:25-cv-00446-MSM-AEM)
WEBSTER BANK, N.A.,)
) Defendant.))
MEMORANDUM AND ORDER
Mary S. McElroy, United States District Judge. The plaintiff, Pete Z. Siaway, brings this action against Webster National Bank ("Bank"), a federally chartered bank, alleging violations of federal statutes in the Bank's conduct regarding an extension of a home equity loan ("Loan"). Specifically, Mr. Siaway brings claims under the Equal Credit Opportunity Act ("ECOA") (Count I), Truth in Lending Act ("TILA") (Count II), the Electronic Signatures in Global and National Commerce Act ("E-SIGN") and Uniform Electronic Transactions Act ("UETA") (Count III), and the Rhode Island Deceptive Trade Practices Act ("DTPA") (Count IV). (ECF No. 6.) The Bank is now moving to dismiss Mr. Siaway's Second Amended Complaint pursuant to Fed. R. Civ. P.12(b)(6). (ECF No. 13.) To survive a motion to dismiss under Rule 12(b)(6), a plaintiff must set forth a "plausible claim." That means the plaintiff must "plead[] factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged . . . The plausibility standard is not akin to a 'probability requirement,' but it asks for more than a sheer possibility that a defendant has acted unlawfully." , 556 U.S. 662, 678 (2009). The reviewing court must assume the truth of all "well-pleaded facts and give the plaintiff the benefit of all reasonable inferences therefrom." d, 542 F.3d 944, 948 (1st Cir. 2008). In ruling on a motion under Rule 12(b)(6), the Court may look to "the complaint, documents annexed to it, and other materials fairly incorporated within it," as well as "matters that are susceptible to judicial notice" and documents "referred to in the complaint." , 389 F.3d 5, 12 (1st Cir. 2004). It may also consider "documents the authenticity of which are not disputed by the parties," "documents central to [plaintiff's] claim," and "documents sufficiently referred to in the complaint." , 772 F.3d 63, 74 (1st Cir. 2014) (citation omitted). Here, these documents include the loan Note, Closing Disclosure, Notice of the Right to Cancel, and the letter correspondence regarding the loan amount and rate, of which both parties had prior notice, have attached, and do not dispute authenticity. (ECF Nos. 13-3; 13-4; 15-2.) Mr. Siaway sought a loan in the amount of $50,000 from the Bank. (ECF No. 6 ¶ 5.) Instead, the Bank initially offered a loan in the amount of $16,500 with an interest rate of 7.115%. (ECF No. 13-3.) In response to Mr. Siaway's protest of the loan amount offered, the Bank increased the loan offer to $35,000 with an interest rate of 6.865%. (ECF Nos. 6 ¶ 6; 13-4).1 Mr. Siaway accepted the Bank's loan for $35,000 on August 24, 2023. Prior to, or on August 24, the Bank provided Mr.

Siaway with a Notice of Right to Cancel, (ECF No. 15-2 at 8), and a Closing Disclosure, (ECF No. 15-2 at 7), both of which he signed. In his Second Amended Complaint, Mr. Siaway's ECOA claim (Count I), invokes ECOA's anti-discrimination provision, 15 U.S.C. § 1691(a), but he asserts no factual allegations supporting an inference that the Bank discriminated against him on the basis of a protected characteristic. The Second Amended Complaint alleges only that Mr. Siaway is a member of a minority group and that he did not receive the loan amount he initially sought. It does not allege that the Bank knew of Mr. Siaway's protected status, acted with discriminatory intent, denied credit because of that status, or treated similarly situated applicants outside the protected class more favorably. , No. 19-11672, 2020 WL 2393198, at
*3 (E.D. Mich. Jan. 10, 2020) (setting forth factual allegations necessary to support a
§1691(a) claim). In any event, in his opposition papers, Mr. Siaway does not argue his discrimination claim as pled and instead argues that the Bank failed to disclose an appraisal. (ECF No. 15 at 5.) But that theory does not plausibly state a claim under § 1691(a), which prohibits discrimination and not dissatisfaction with loan terms or document production. As Mr. Siaway's complaint does not include any factual 1 The .25% rate reduction was offered because Mr. Siaway opened an account with the Bank and provided additional requested information. Mr. Siaway alleges that he was due an additional .25% reduction. allegations that might plausibly suggest that the denial of the credit amount he sought was because of, or on the basis, of his protected status, the Court must grant the Bank's motion to dismiss this discrimination claim. Next, Mr. Siaway's TILA claim (Count II) is time-barred. An action for damages under TILA must be brought "within one year from the date of the occurrence of the violation." 15 U.S.C. § 1640(e). The alleged disclosure violations concern loan documents provided at the closing in August 2023. Mr. Siaway did not file this action until September 2025, well beyond the one-year limitations period. , 2018 WL 4964545, at *6 (D.R.I. Oct. 12, 2018). Mr. Siaway's E-SIGN and UETA claims (Count III) fail as a matter of law. Neither the E-SIGN nor the UETA affords a private right of action, nor does Plaintiff even allege he signed the documents electronically. , No. CV 24-1011 (PAD), 2024 WL 1254076, at *1 (D.P.R. Feb. 9, 2024), , No. 24-1256, 2025 WL 2670236 (1st Cir. July 23, 2025), , No. 24-1256, 2025 WL 3028815 (1st Cir. Oct. 7, 2025); , 2017 WL 4322816, at *4 (E.D.N.C. Sept. 28, 2017) ("like the E-Sign Act, no provision within UETA either explicitly or implicitly supports any legislative intent to create a private cause of action").2 2 The cited persuasive authority is particularly relevant here where the UETA is to be "construed and applied . . . [t]o effectuate its general purpose to make uniform the law with respect to the subject of this chapter among states enacting it." R.I. Gen. Laws § 42-127.1-6. Mr. Siaway's claim under the DTPA (Count IV) fails as a matter of law because the Bank is a regulated entity exempted from the DTPA. R.I. Gen. Laws § 6- 13.1-4 ("Nothing in this chapter shall apply to actions or transactions permitted under laws administered by the department of business regulation or other regulatory body or officer acting under statutory authority of this state or the United States.") The Bank and the relevant conduct at issue is subject to regulation by federal agencies responsible for oversight

of lending institutions, like the Consumer Financial Protection Bureau ("CFPB") and the Office of the Comptroller of the Currency ("OCC"). Therefore, Mr. Siaway's "private action under the DTPA is precluded as a matter of law." , 844 A.2d 666, 671–72 (R.I. 2004); , , 382 A.2d 819, 822 (1978) (finding conduct exempted when it "was clearly subject to the control of governmental agencies on both the state and federal level"); , 2019 WL 1453058, at *2 (D.R.I. Apr. 2, 2019) (same). Finally, in his memoranda opposing the Bank's Motion, Mr. Siaway asks that if the Court were to find "any technical pleading defect" that he be granted leave to amend. Such an approach—to ask for leave to amend contingent upon a court determining a complaint must be dismissed—is disfavored in the First Circuit because it "would impose unnecessary costs and inefficiencies on both the courts and party opponents" and "would dramatically undermine the ordinary rules governing the finality of judicial decisions." , 512 F.3d 46, 57 (1st Cir. 2008) (quoting , 716 F.2d 71,78 (1st Cir. 1983)). Moreover, the Court previously allowed Mr. Siaway leave to amend, setting forth in detail deficiencies in his original Complaint. (ECF No. 5.) The Court therefore declines any further leave to amend. For the foregoing reasons, the Court GRANTS the Bank's Motion to Dismiss with prejudice. (ECF No. 13.) IT IS SO ORDERED. _________________________________ Mary S. McElroy United States District Judge March 3, 2026