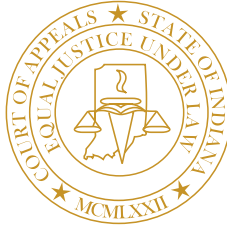


MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.



IN THE Court of Appeals of Indiana

Shea R. Alexander,
Appellant-Defendant

v.

Royal Oaks Homeowners Association, Inc.,
Appellee-Plaintiff

November 20, 2025

Court of Appeals Case No.
25A-CC-1652

Appeal from the Marion Superior Court

The Honorable Gary L. Miller, Judge

Trial Court Cause No.
49D03-2411-CC-53910

Memorandum Decision by Judge Bailey
Judges Tavitas and Kenworthy concur.

Bailey, Judge.

Case Summary

- [1] Shea R. Alexander, pro se, appeals the trial court’s grant of summary judgment in favor of Royal Oaks Homeowners Association, Inc. (“the HOA”) on its claim that Alexander had failed to pay dues owed. Alexander raises one issue for our review, namely, whether the court erred when it entered summary judgment in favor of the HOA. We affirm.

Facts and Procedural History

- [2] On November 26, 2024, the HOA filed a complaint against Alexander. In that complaint, the HOA alleged that Alexander had acquired title to a lot within the Royal Oaks subdivision on April 4, 2011. The HOA further alleged that, as an owner of a lot within that subdivision, Alexander was required to pay regular and special assessments but that she had “wholly refused or otherwise failed” to pay any assessment since January 1, 2023. Appellant’s App. Vol. 2 at 19. The HOA alleged that Alexander’s unpaid principal balance as of the date of its complaint was \$1,023.62. The HOA then asked for a judgment against Alexander for no less than that amount, plus any additional assessments accrued through the date of the judgment, interest, fees, and costs.

[3] On March 31, 2025, The HOA filed a motion for summary judgment.¹ Alexander, pro se, then filed a response in opposition and alleged that the HOA's motion suffered from "procedural defects, factual deficiencies, and legal misapplications[.]" *Id.* at 35. In particular, Alexander asserted that the HOA had relied on the affidavit of Colton West, an account manager for the management company that manages the HOA, in support of its motion for summary judgment, but that West "lack[ed] personal knowledge" of the HOA's record. *Id.* at 36. She also alleged that the HOA had not provided a copy of a recorded lien, that the summons left on her door was "void" such that the court lacked personal jurisdiction, and that the HOA had violated the Fair Debt Collection Practices Act ("FDCPA"). *Id.*

[4] Following a brief hearing at which the parties presented oral argument, the court entered its order granting summary judgment in favor of the HOA and ordering Alexander to pay the assessments and late fees from 2023 in the amount of \$543.20, the 2024 regular assessment of \$365.42, the 2024 late fees of \$40.00, a management fee of \$75.00, interest in the amount of \$30.30, attorney's fees in the amount of \$1,988.01, and court costs of \$185.00, for a total of \$3,226.93. This appeal ensued.

¹ Alexander has not provided a copy of the motion for summary judgment in her record on appeal.

Discussion and Decision

[5] Alexander contends that the trial court erred when it entered summary judgment in favor of the HOA. We first note that Alexander proceeds pro se. “It is well settled that pro se litigants are held to the same legal standards as licensed attorneys. This means that pro se litigants are bound to follow the established rules of procedure and must be prepared to accept the consequences of their failure to do so.” *Basic v. Amouri*, 58 N.E.3d 980, 983-84 (Ind. Ct. App. 2016) (internal citation omitted). Further, the HOA has not filed an appellee’s brief. When an appellee does not file a brief, our court will not undertake the burden of developing arguments on that party’s behalf. *Thurman v. Thurman*, 777 N.E.2d 41, 42 (Ind. Ct. App. 2002). Rather, we apply “a less stringent standard of review” and may reverse the trial court if the appellant establishes prima facie error. *Id.* Prima facie “means at first sight, on first appearance, or on the face of it.” *Id.*

[6] The Indiana Supreme Court has explained that

[w]e review summary judgment de novo, applying the same standard as the trial court: “Drawing all reasonable inferences in favor of . . . the non-moving parties, summary judgment is appropriate ‘if the designated evidentiary matter shows that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.’” *Williams v. Tharp*, 914 N.E.2d 756, 761 (Ind. 2009) (quoting T.R. 56(C)). “A fact is ‘material’ if its resolution would affect the outcome of the case, and an issue is ‘genuine’ if a trier of fact is required to resolve the parties’ differing accounts of the truth, or if the

undisputed material facts support conflicting reasonable inferences.” *Id.* (internal citations omitted).

The initial burden is on the summary-judgment movant to “demonstrate [] the absence of any genuine issue of fact as to a determinative issue,” at which point the burden shifts to the non-movant to “come forward with contrary evidence” showing an issue for the trier of fact. *Id.* at 761–62 (internal quotation marks and substitution omitted). And “[a]lthough the non-moving party has the burden on appeal of persuading us that the grant of summary judgment was erroneous, we carefully assess the trial court’s decision to ensure that he was not improperly denied his day in court.” *McSwane v. Bloomington Hosp. & Healthcare Sys.*, 916 N.E.2d 906, 909-10 (Ind. 2009) (internal quotation marks omitted).

Hughley v. State, 15 N.E.3d 1000, 1003 (Ind. 2014) (omission and some alterations original to *Hughley*).

- [7] On appeal, Alexander contends that the court erred when it entered summary judgment in favor of the HOA because it violated her due process rights when it did not hold an evidentiary hearing, it improperly relied on an affidavit that contained inadmissible hearsay, the HOA had violated the FDCPA, and the court lacked personal jurisdiction over her because the service of the complaint was defective. We address each argument in turn.

Due Process Violations

- [8] Alexander first contends that the court violated her due process rights when it granted the motion for summary judgment without first holding an evidentiary hearing. In particular, she maintains that the court denied her “a meaningful

opportunity to be heard and to confront the unsubstantiated claims against” her. Appellant’s Br. at 8. In support of her argument, Alexander relies on the fact that the court had cancelled a hearing on a motion to dismiss she had previously filed, which “caused severe delay and harm” to her because she was not allowed a “full presentation of evidence” before the court entered its order on summary judgment. *Id.* at 9. However, the court held a hearing on the HOA’s summary-judgment motion on May 16, 2025. And, while Alexander did not present any evidence at that hearing, there is no indication that the court prohibited her from presenting any evidence or otherwise denied her an opportunity to defend herself against the motion. Alexander has not demonstrated that the court erred in this regard.

West’s Affidavit

[9] Next, Alexander contends that the court erred when it relied on West’s affidavit, which outlined the amount that Alexander owed to the HOA, to grant summary judgment in favor of the HOA. According to Alexander, West’s affidavit contained “inadmissible hearsay” and contained statements not based on his “personal knowledge.” *Id.* at 10. However, we first note that Alexander has not provided a copy of the HOA’s motion for summary judgment or corresponding designation of evidence. Thus, we are unable to discern if the HOA designated that affidavit in support of its motion. But even if we were to assume that the HOA designated it and that the trial court relied on it, Alexander does not point to any specific statement in West’s affidavit that she

contends is hearsay. As such, she has failed to meet her burden on appeal to show any prejudicial error.

FDCPA

[10] Alexander also asserts that the court erred when it entered summary judgment in favor of the HOA because the “record demonstrates multiple violations of” the FDCPA.² *Id.* at 12. In particular, she contends that the amount of the debt was “constantly fluctuating,” which was prima facie evidence of “misrepresentation regarding the character and amount of the alleged debt.” *Id.* She also asserts that “the attempt to collect through judicial proceedings without first providing the mandatory validation notice” was a violation of the FDCPA. *Id.* at 13. And she contends that the “use of misleading terminology” constituted a false representation about the character, amount, or legal status of the debt. *Id.* at 14.

[11] Alexander made many of the same claims in her response in opposition to summary judgment. But, other than her bald statements, she did not designate any evidence in support of her claims. Indeed, there is no indication in the record provided on appeal that she presented any evidence to the trial court, let alone any evidence that created a genuine issue of material fact regarding whether the HOA violated the FDCPA. As such, she has failed to meet her

² The FDCPA, found at 15 U.S.C. § 1692 *et seq.*, is “a broad statute that was designed to protect consumers from a host of unfair, harassing, and deceptive debt collection practices without imposing unnecessary restrictions on ethical debt collectors.” *Spears v. Brennan*, 745 N.E.2d 862, 870 (Ind. Ct. App. 2001) (quotation marks in citations omitted).

burden on appeal to show that the court erred when it entered summary judgment in favor of the HOA.

Personal Jurisdiction

[12] Finally, Alexander argues that the court lacked personal jurisdiction over her because the service of process upon her was “defective.” Appellant’s Br. at 14. Indiana Trial Rule 4.1(A)(3) allows service to be made by “leaving a copy of the summons and complaint at [an individual’s] dwelling house or usual place of abode.” However, if service is made under that subsection, “the person making the service also shall send by first class mail” a copy of the summons and the complaint “to the last known address of the person being served[.]” Ind. Trial Rule 4.1(B).

[13] On appeal, Alexander contends that the service of the HOA’s complaint was defective because she does not have “documentation or proof that the mandatory follow-up mailing under Trial Rule 4.1(B) was successfully performed.” Appellant’s Br. at 15. However, the HOA served Alexander via the Marion County Sheriff’s Office. And, on the return of service documentation, the representative from the sheriff’s office noted that the summons was served both by “leaving a copy of the document at 4045 Steelwater LN,” which is “the dwelling place or usual place of abode of Shea Alexander,” and that a “copy [was] mailed to address[.]” Appellant’s App. Vol. 2 at 44 (capitalization removed). In addition, in regard to the service of process, the CCS states: “copy left and mailed @ 4045 Steelwater Ln[.]” *Id.* at 5 (capitalization removed). Thus, contrary to Alexander’s arguments, the record demonstrates that a copy

of the complaint was both left at her home and mailed to her address.

Alexander has not demonstrated that the service of process was defective.

Conclusion

[14] Alexander has not shown that the court denied her an opportunity to present evidence in opposition to the HOA's motion for summary judgment. In addition, she has not established any error in the court's reliance, if any, on West's affidavit. Further, she has not met her burden to show any genuine issue of material fact regarding whether the HOA violated the FDCPA. And the service of process was not defective. As such, Alexander has not demonstrated prima facie error regarding the court's entry of summary judgment in favor of the HOA. We therefore affirm the trial court.

[15] Affirmed.

Tavitas, J., and Kenworthy, J., concur.

APPELLANT PRO SE

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