[Cite as *HSBC Bank USA, N.A. v. Cline*, 2026-Ohio-4552.]

THE COURT OF APPEALS OF OHIO

TENTH APPELLATE DISTRICT

HSBC Bank USA, N.A.,	:	
Plaintiff-Appellee,	:	
v.	:	No. 25AP-471 (C.P.C. No. 24CV-3309)
Santana Cline a.k.a. Santana Dials et al.,	:	(REGULAR CALENDAR)
Defendants-Appellants.	:	

D E C I S I O N

Rendered on November 17, 2026

On brief: *Laura C. Infante* and *Ashley E. Mueller*, for appellee.

On brief: *Helen Dials*, pro se.

APPEAL from the Franklin County Court of Common Pleas

MENTEL, J.

{¶ 1} Non-party appellant, Helen Dials, appeals from a judgment of the Franklin County Court of Common Pleas denying her motion to intervene in a foreclosure action and denying as moot her motion to add herself as a party to the action. For the reasons that follow, we affirm the trial court's decision.

I. FACTS AND PROCEDURAL HISTORY

{¶ 2} The present case was initiated on April 24, 2024, when plaintiff-appellee, HSBC Bank USA, N.A. ("HSBC Bank"), as Trustee on behalf of ACE Securities Corporation Home Equity Loan Trust and for the registered holders of ACE Securities Corporation Home Equity Loan Trust, Series 2006-ASAP3, Asset Backed Pass-Through Certificates, filed a complaint seeking to foreclose on the real property located at 8243 Chippenham Drive, Dublin, Ohio 43216 ("the Property"). HSBC Bank named as defendants all parties who may have a legal interest in the Property, including the record title holder of the Property, Santana Cline a.k.a. Santana Dials ("Cline"), state and local taxing authorities,

and specific entities with liens on the Property. (Apr. 24, 2024 Compl., generally; Ex. E.) In its complaint, HSBC Bank alleged that it was entitled to enforce a promissory note and a subsequent loan modification agreement that increased the original loan amount, the payment of which was secured by a mortgage on the Property.

{¶ 3} HSBC Bank attached to its complaint as exhibits the original promissory note, loan modification agreement, and mortgage, each of which purportedly bears Cline's signature as the promisor and mortgagor, respectively. HSBC Bank further alleged that, as a result of nonpayment, the note was in default and all conditions precedent to foreclosure, as set forth in the note and mortgage, had been satisfied.

{¶ 4} In its complaint, HSBC Bank acknowledged that Cline had been discharged in bankruptcy. Accordingly, HSBC Bank did not seek a money judgment on the note but, instead, sought to enforce its mortgage lien through foreclosure on the Property.

{¶ 5} At the outset of the proceedings, HSBC Bank informed the trial court that Cline had been declared a vexatious litigator by the Franklin County Court of Common Pleas on July 19, 2023, due to her conduct in prior litigation involving the Property. The trial court nevertheless determined that Cline retained the right to file responsive pleadings in the present foreclosure action.

{¶ 6} Cline subsequently filed a pro se motion to dismiss the complaint, which the trial court denied. She thereafter filed a pro se answer.

{¶ 7} On April 24, 2025, Dials, Cline's mother, filed a motion to intervene, pursuant to Civ.R. 24(A) and/or Civ.R. 24(B), and a motion to add herself as a pro se party. In her motion, Dials argued that she had an interest in the subject matter of the action and should be permitted to intervene because she serves as a "Co-Power of Attorney" to Cline and is the "successor [t]rustee" under a trust covering the Property. (Mot. to Intervene at 1.) In her motion to add a pro se party, Dials asserted that she should be added as a pro se party so as to receive notice of filings in the matter.

{¶ 8} On May 15, 2025, the trial court issued an order denying the motion to intervene and finding the motion to add a pro se party moot. The court determined that the record contained no evidence establishing that Dials held a Power of Attorney for Cline. The court further explained that, even if Dials were Cline's alleged Power of Attorney, that status alone would not confer a right to intervene or authorize her to act as Cline's legal

representative in the proceedings. Additionally, the court found that Dials had presented no evidence demonstrating that the property had ever been titled in the name of the trust. The court further noted that, even assuming the Property had been transferred to the trust, Dials claimed only to be a successor trustee, rather than the trust's current trustee. Accordingly, the court concluded that Dials had no present interest in the property.

{¶ 9} Dials now appeals from that order and, in doing so, raises the following three assignments of error:

> 1. The trial court abused its discretion by denying Appellant, as successor trustee and legal representative of the Trust, the right to intervene in this foreclosure action, despite holding a direct, substantial, and protectable interest in the property, in violation of Ohio Civ.R. 24(A)(2) and due process.
>
> 2. The trial court abused its discretion by removing or ignoring material docket entries, including the May 5th docket, thereby preventing consideration of critical evidence regarding the Trust's ownership and procedural history, and compromising the integrity of the record.
>
> 3. The trial court abused its discretion by engaging in ex parte communications with the Plaintiff and its assistants, demonstrating bias and violating Appellant's due process rights by prejudicing the Trust's legal interests.

II. DISCUSSION

{¶ 10} This court reviews the denial of a motion to intervene for an abuse of discretion. *State ex rel. N.G. v. Cuyahoga Cty. Court of Common Pleas, Juvenile Div.*, 2016-Ohio-1519, ¶ 21, citing *State ex rel. Merrill v. Ohio Dept. of Natural Resources*, 2011-Ohio-4612, ¶ 41. "An abuse of discretion connotes a decision that is unreasonable, arbitrary, or unconscionable." *H.C. v. C.P.*, 2026-Ohio-33, ¶ 6 (10th Dist.), citing *Blakemore v. Blakemor*e, 5 Ohio St.3d 217, 219 (1983).

{¶ 11} In her first assignment of error, Dials argues that the trial court abused its discretion in denying her motion to intervene and motion to add herself as a party. We note that in her original motion, Dials argued that she should be permitted to intervene under Civ.R. 24(A), which governs intervention as of right, and/or Civ.R. 24(B), which governs permissive intervention. On appeal, however, Dials focuses her arguments only on her

alleged right to intervene under Civ.R. 24(A). Accordingly, we will focus our analysis of the trial court's denial of the motion on Civ.R. 24(A). Civ.R. 24(A) provides in relevant part:

> Upon timely application anyone shall be permitted to intervene in an action: . . . when the applicant claims an interest relating to the property or transaction that is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

{¶ 12} As she did in her motion to intervene, on appeal, Dials argues that she should be permitted to intervene as of right, under Civ.R. 24(A), because (1) she is Cline's Power of Attorney, and (2) she is the successor trustee of a trust that allegedly holds title to the Property subject to foreclosure in this action. We agree with the trial court that neither of these contentions has merit.

{¶ 13} To begin, the record does not reflect that Dials is Cline's Power of Attorney. In her motion to intervene, Dials pointed to exhibits attached to Cline's December 18, 2024 motion to dismiss as evidence of her Power of Attorney. However, those documents do not show that Dials holds a Power of Attorney for Cline; rather, they purport to show that a person named "Timothy Dials" is Cline's Power of Attorney.

{¶ 14} Furthermore, there is no evidence in the record showing that a trust holds title to the Property subject to foreclosure in this case. Rather, the only evidence of title ownership is that found in Schedule B of the Preliminary Judicial Report attached as Exhibit E to HSBC Bank's foreclosure complaint. That document shows that Cline is the sole holder of the title to the Property. Nevertheless, even if this court were to assume, for the sake of argument, that a trust did hold title to the Property, the only trust document in the record relied upon by Dials in her arguments states that Dials is merely a successor trustee of the trust, not the current trustee. Accordingly, the trust document does not show that Dials has a present legal interest in the property.

{¶ 15} An applicant seeking intervention bears the burden of establishing the right to intervene. *See ICSC Partners, L.P. v. Kenwood Plaza, L.P.*, 116 Ohio App.3d 278, 282 (1st Dist. 1996). An applicant's mere assertion of a claimed interest in the subject of an action will not suffice to permit intervention in the action under Civ.R. 24(A); rather, *evidence* of a claimed legal interest is necessary. *See In re M.N.*, 2008-Ohio-3049 (9th Dist.). Accordingly, because Dials has failed to present the trial court with evidence of a

legal interest related to the Property subject to foreclosure, we overrule Dials' first assignment of error.

{¶ 16} We decline to review Dials' second and third assignments of error which allege, respectively, that the trial court abused its discretion in removing or ignoring docket entrees and abused its discretion by engaging in ex parte communications. These assignments of error do not touch on the trial court's denial of the motion to intervene, which is the only concern on appeal at this stage. *See Cline v. Wedgewood Hills HOA*, 2024-Ohio-2179, ¶ 18 (10th Dist.) ("When a non-party seeking to intervene under Civ.R. 24 is denied intervention, their appeal is limited to the issue of intervention.").

III. CONCLUSION

{¶ 17} For the foregoing reasons, we overrule Dials' first assignment of error and decline to review her second and third assignments of error. The Franklin County Court of Common Pleas' denial of Dials' motion to intervene and motion to add a party is affirmed.

Judgment affirmed.

EDELSTEIN and DINGUS, JJ., concur.
