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8 Attorney for: Plaintiff,
9 Georgia's Own Credit Union

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF RIVERSIDE**
13 **RIVERSIDE COUNTY - MENIFEE JUSTICE CENTER**

14 Georgia's Own Credit Union,
15 its assignees and/or successors,

16 Plaintiff,

17 vs.

18 Kevin Walker, Donnabelle Mortel
19 and DOES 1-10, inclusive.

20 Defendant(s).

Case No. **UDME2400947**

**COMPLAINT FOR UNLAWFUL
DETAINER FOLLOWING
FORECLOSURE SALE ACTION BASED
ON CODE OF CIVIL PROCEDURE
SECTION 1161a**

Limited Civil Case

Amount demanded does not exceed \$10,000

21 Plaintiff alleges as follows:

- 22 1. Plaintiff, Georgia's Own Credit Union, its assignees and/or successors, is entitled to
23 possession and is the owner of record of a parcel of real property located at 31990
24 PASOS PL. TEMECULA, CA 92591 ("Subject Property"). The Subject Property is
25 located within the above-referenced Judicial District and County.
- 26 2. Plaintiff, Georgia's Own Credit Union, is an entity lawfully conducting business in
27 California.
- 28 3. Defendant(s), Kevin Walker, Donnabelle Mortel, at all times herein mentioned resided
in the State of California, County of RIVERSIDE.

- 1 4. Defendant(s), and each of them, are currently in possession of and occupying the
2 Subject Property.
- 3 5. Defendant(s) is the former trustor or a holdover occupant of the former trustor.
- 4 6. The true names and capacities, whether individual, corporate, associate or otherwise, of
5 the Defendant(s) named herein as Does 1-10, inclusive, and each of them, are unknown
6 to Plaintiff, who therefore sues said Defendant(s) by their fictitious names under Code
7 of Civil Procedure section 474. Plaintiff asks leave of the Court to amend its Complaint
8 to include the true names and capacities of said Defendant(s) when the same have been
9 ascertained.
- 10 7. Plaintiff is the owner of and entitled to immediate possession of the Subject Property,
11 which property is located within the jurisdictional boundaries of this court.
- 12 8. Plaintiff owns the Subject Property by virtue of a foreclosure sale duly held pursuant to
13 the power under the Deed of Trust executed by Defendant(s) or their predecessors.
- 14 9. Defendant(s) or their predecessors defaulted under the terms of the Deed of Trust
15 which secured the Property, the subject of this litigation. Thereafter, a Notice of
16 Default and Breach of Conditions of the Deed of Trust and Election to Sell the
17 Property, to satisfy the obligation thereby secured, was recorded in the Official Records
18 in the Office of the County Recorder of RIVERSIDE, California.
- 19 10. After failure of Defendant(s) or their predecessors to cure said default, a Trustee's Sale
20 of the Property was duly noticed, as required under California Civil Code section 2924
21 *et seq.*, to satisfy the obligation secured by the Deed of Trust.
- 22 11. At the time and place noticed for Trustee's Sale, the Subject Property was sold to
23 Plaintiff in compliance with California Civil Code Section 2924 *et seq.* The Trustee's
24 Deed Upon Sale was thereafter recorded in the RIVERSIDE County Recorder's Office,
25 thereby duly perfecting Plaintiff's title to the Subject Property. A true and correct
26 certified copy of the Trustee's Deed is attached hereto marked Exhibit "1" and made a
27 part hereof.
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12. On 11/10/2024, Defendant(s) was/were served with a written notice requiring Defendant(s) and "All Persons in Possession" of the Subject Property to quit and deliver up possession of the property. A true and correct copy of said Notice for Possession is attached hereto as Exhibit "2" and is incorporated by this reference. A true and correct copy of the Proof of Service of Notice for Possession is attached hereto as Exhibit "3" and is incorporated by this reference.
13. Defendant(s) have failed and refused to deliver up possession of the Subject Property after expiration of the Notice as required by California Code of Civil Procedure §1161a(b)(3).
14. Defendant(s) continues in possession of the Subject Property without Plaintiff's permission or consent.
15. The reasonable value of the use and occupancy of the Subject Property is equal to an amount according to proof at trial, and damage to the Plaintiff caused by Defendant's unlawful detention thereof has accrued at said rate since 11/22/2024 and will continue to accrue until the date of entry of Judgment.

WHEREFORE, Plaintiff prays judgment against Defendant(s) and each of them for:

1. Restitution of the Subject Property;
2. Damages in an amount to be determined, according to proof, at trial, at a daily rate from 11/22/2024, until the date that judgment for Plaintiff is entered by the Court; and
3. Costs herein and further relief as is proper.

Dated: November 22, 2024

McCarthy Holthus, LLP

By: 

Melissa Robbins Couets Esq.
Attorney For Plaintiff,
Georgia's Own Credit Union

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VERIFICATION

I have read the foregoing COMPLAINT FOR UNLAWFUL DETAINER and know its contents.

I am one of the attorneys for Georgia's Own Credit Union, a party to this action. The officer responsible of such party is absent from the county aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I have read the foregoing document and I am informed and believe that the matters therein to be true, and on that ground, allege that the matters stated therein are true.

Executed on November 22, 2024.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Melissa Robbins Coutts, Esq. SBN 246723