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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF RIVERSIDE

11 WG PRIVATE IRREVOCABLE TRUST,) Case No: CVME2504043
12 WG EXPRESS TRUST,)
13 Plaintiffs,) CROSS-COMPLAINT FOR:
14 vs.) (1) DECLARATORY RELIEF;
15) (2) QUIET TITLE;
16) (3) DECLARATORY RELIEF RE
17 MARINAJ PROPERTIES LLC; and All) IMPLIED INDEMNITY/
18 Persons Unknown Claiming Any Legal) CONTRIBUTION
19 or Equitable Right, Title, Estate,)
20 Lien or Interest in the Property)
21 Described in the Complaint Adverse)
22 to Plaintiff's Title, or Any Cloud)
23 Upon Plaintiff's Title Thereto,)
24 Defendants.)
25 MARINAJ PROPERTIES LLC)
26 Cross-Complainant,)
27 vs.)
28 KEVIN LEWIS WALKER, also known as)
KEVIN WALKER, and also known as KEVIN)
LEWIS WALKER ESTATE; DONNABELLA)
ESCAREZ MORTEL, also known as)
DONNABELLA E. MORTEL, also known as)
DONNABELLA MORTEL, and also known as)
DONNABELLA ESCAREZ MORTEL ESTATE; THE)
MEMORY STARBURST TRUST, DATED JUNE)
23, 2021; SAMEIS DRAGON LLC; THE)
MEMORY STARBURST TRUST, DATED FEBRUARY)
7, 2022; WG EXPRESS TRUST, also known)
as WG EXPRESS; WG PRIVATE)
IRREVOCABLE TRUST; FIFTH THIRD BANK,)

1 N.A., SUCCESSOR BY MERGER WITH)
DIVIDEND SOLAR FINANCE LLC; UNITED)
2 STATES OF AMERICA DEPARTMENT OF)
TREASURY-INTERNAL REVENUE SERVICE;)
3 ROES 1 through 100, inclusive; and)
All Persons Unknown Claiming Any Legal)
4 or Equitable Right, Title, Estate,)
Lien or Interest in the Property)
5 Described in the Cross-Complaint)
Adverse to Cross-Complainant's Title,)
6 or Any Cloud Upon Cross-Complainant's)
Title Thereto,)
7)
Cross-Defendants.)
8)

9 Cross-Complainant MARINAJ PROPERTIES LLC ("MARINAJ" and/or "Cross-
10 Complainant") hereby alleges as follows:

11 GENERAL ALLEGATIONS

12 **Parties**

13 1. The true names and/or capacities of Cross-Defendants ROES 1
14 through 100, inclusive, whether individual, corporate, associate or
15 otherwise, are unknown to Cross-Complainant at the time of filing this
16 Cross-Complaint, and Cross-Complainant therefore sues said Cross-Defendants
17 by such fictitious names, and will seek leave of this Court to amend this
18 Cross-Complaint to show the true names and/or capacities when the same have
19 been ascertained.

20 2. Cross-Complainant MARINAJ is a limited liability company
21 organized and existing under the laws of the State of California, authorized
22 to do business and doing business in Riverside County, California.

23 3. Cross-Complainant is informed and believes and alleges thereon
24 that Cross-Defendant KEVIN LEWIS WALKER, also known as (A.K.A.) KEVIN
25 WALKER, and A.K.A. KEVIN LEWIS WALKER ESTATE ("WALKER" and/or "Cross-
26 Defendant"), is an individual who at all times herein relevant was and is
27 a resident of the State of California, residing in the County of Riverside.

28 4. Cross-Complainant is informed and believes and alleges thereon

1 that Cross-Defendant DONNABELLA ESCAREZ MORTEL, A.K.A. DONNABELLA E. MORTEL,
2 A.K.A. DONNABELLA MORTEL, and A.K.A. DONNABELLA ESCAREZ MORTEL ESTATE
3 ("MORTEL" and/or "Cross-Defendant") is an individual who was at all times
4 herein relevant a resident of the State of California, residing in the
5 County of Riverside.

6 5. Cross-Complainant is informed and believes and alleges thereon
7 that Cross-Defendant THE MEMORY STARBURST TRUST, DATED JUNE 23, 2021 ("2021
8 STARBURST TRUST" and/or "Cross-Defendant") purports to be a trust estate
9 organized and existing under the laws of the State of California and/or a
10 sister state, authorized to do business and doing business in the County of
11 Riverside, State of California, by and through Cross-Defendants WALKER,
12 MORTEL and/or ROES 1 to 5 inclusive, as its purported authorized and acting
13 co-trustees of Cross-Defendant 2021 STARBURST TRUST.

14 6. Cross-Complainant is informed and believes and alleges thereon
15 that Cross-Defendant SAMEIS DRAGON LLC ("S.D. LLC" and/or "Cross-Defendant")
16 purports to be a limited liability company organized and existing under the
17 laws of the State of California and/or some sister state, authorized to do
18 business and doing business in Riverside County, State of California. Cross-
19 Complainant is further informed and believes and alleges thereon that at all
20 times herein relevant, Cross-Defendants WALKER, MORTEL, and/or ROES 1 to 10,
21 inclusive, purport to own, control, operate and/or manage, for their own
22 benefit, the affairs and business operations of Cross-Defendant S.D. LLC.

23 7. Cross-Complainant is informed and believes and alleges thereon
24 that Cross-Defendant THE MEMORY STARBURST TRUST, DATED FEBRUARY 7, 2022
25 ("2022 STARBURST TRUST" and/or "Cross-Defendant") purports to be a trust
26 organized and existing under the laws of the State of California and/or a
27 sister state, authorized to do business and doing business in the County of
28 Riverside, State of California, by and through Cross-Defendants WALKER,

1 MORTEL, S.D. LLC and/or ROES 1 to 15 inclusive, as its purported authorized
2 and acting co-trustees of Cross-Defendant 2022 STARBURST TRUST.

3 8. Cross-Complainant is informed and believes and alleges thereon
4 that Cross-Defendant WG EXPRESS TRUST, A.K.A. WG EXPRESS ("WG EXPRESS"
5 and/or "Cross-Defendant") purports to be a trust organized and existing
6 under the laws of the State of California and/or a sister state, and
7 authorized to do business and doing business in the County of Riverside,
8 State of California, and, at all times herein relevant, was purportedly
9 managed, operated and controlled by and through Cross-Defendants WALKER,
10 MORTEL, and/or ROES 1 to 20, inclusive, as the purported duly acting co-
11 trustees and authorized representatives of Cross-Defendant WG EXPRESS.

12 9. Cross-Complainant is informed and believes and alleges thereon
13 that Cross-Defendant WG PRIVATE IRREVOCABLE TRUST ("WG PRIVATE" and/or
14 "Cross-Defendant") purports to be a trust organized and existing under the
15 laws of the State of California and/or a sister state, authorized to do
16 business and doing business in the County of Riverside, State of California,
17 and, at all times herein relevant, was purportedly managed, operated and
18 controlled by and through Cross-Defendants WALKER, MORTEL, WG EXPRESS and/or
19 ROES 1 to 25, inclusive, as the purported duly acting co-trustees and
20 authorized representatives of Cross-Defendant WG PRIVATE.

21 10. Cross-Complainant is informed and believes and alleges thereon
22 that Cross-Defendant FIFTH THIRD BANK, N.A., SUCCESSOR BY MERGER WITH
23 DIVIDEND SOLAR FINANCE LLC ("FIFTH THIRD BANK" and/or "Cross-Defendant") is
24 a national association organized and existing under the laws of the United
25 States of America, authorized to do business and doing business in the
26 County of Riverside, State of California. No damages are sought against
27 Cross-Defendant FIFTH THIRD BANK, and Cross-Complainant is willing to accept
28 from Cross-Defendant FIFTH THIRD BANK a disclaimer of interest in the real

1 property that is the subject matter of this Cross-Complaint under California
2 Code of Civil Procedure, sections 760.010, et seq., and, in particular,
3 section 761.030(b).

4 11. Cross-Defendant the UNITED STATES OF AMERICA DEPARTMENT OF
5 TREASURY-INTERNAL REVENUE SERVICE ("IRS" and/or "Cross-Defendant") is a
6 governmental agency organized and existing under the laws of the United
7 States of America, and authorized to do business and doing business in the
8 County of Riverside, State of California. No damages are sought against
9 Cross-Defendant IRS, and Cross-Complainant is willing to accept from Cross-
10 Defendant IRS a disclaimer of interest in or to the real property that is
11 the subject matter of this Cross-Complaint under California Code of Civil
12 Procedure, sections 760.010, et seq., and, in particular, section
13 761.030(b).

14 12. Cross-Complainant is informed and believes and alleges thereon
15 that at all relevant times, as alleged more fully herein, each Cross-
16 Defendant (save and except FIFTH THIRD BANK and IRS) acted as an agent,
17 servant, employee, co-conspirator, alter-ego and/or joint venture of the
18 other Cross-Defendants, and in doing the things alleged herein, acted within
19 the course and scope of such agency, employment, alter-ego and/or in
20 furtherance of the joint venture, co-conspiracy and/or authorized
21 representative. Cross-Complainant is further informed and believes and
22 alleges thereon that each of the Cross-Defendants' (save and except FIFTH
23 THIRD BANK and IRS) acts as alleged herein were done with the permission and
24 consent of each of the other co-Cross-Defendants. Cross-Complainant is
25 further informed and believes and alleges thereon that at all times herein
26 relevant, Cross-Defendants 2021 STARBURST TRUST, S.D. LLC, 2022 STARBURST
27 TRUST, WG EXPRESS, WG PRIVATE, and ROES 1 through 30, inclusive, were the
28 alter egos of Cross-Defendants WALKER and/or MORTEL, and there exists, and

1 at all times herein mentioned has existed, a unity of interest and ownership
2 between said Cross-Defendants, such that any separateness between them has
3 ceased to exist in that Cross-Defendants WALKER and/or MORTEL completely
4 controlled, dominated, managed and operated the other Cross-Defendants to
5 suit their own convenience.

6 13. Cross-Complainant is informed and believes and alleges thereon
7 that at all times herein mentioned, Cross-Defendants, and each of them, are,
8 in some manner, claiming to have some interest in the real property which
9 is the subject matter of this Cross-Complaint. The Cross-Defendants named
10 herein as "All Persons Unknown Claiming Any Legal or Equitable Right, Title,
11 Estate, Lien or Interest in the Property Described in the Cross-Complaint
12 Adverse to Cross-Complainant's Title, or Any Cloud Upon Cross-Complainant's
13 Title Thereto," (hereinafter sometimes referred to as the "Unknown Cross-
14 Defendants" and/or "ROES 1 through 100") are unknown to Cross-Complainant.
15 These Unknown Cross-Defendants, and each of them, claim to have some right,
16 title, interest, lien or claim in the real property which is the subject
17 matter of this Cross-Complaint, which claims are adverse to the claims of
18 Cross-Complainant in and to its real property.

19 **Factual Background**

20 14. The real property which is the subject matter of this Cross-
21 Complaint is more commonly known as 31990 Pasos Place in the City of
22 Temecula, Riverside County, California, 92592, also known as Riverside
23 County Assessor's Parcel No. 957-570-005, and more legally described as Lot
24 5 of Tract No. 23209 on file in Book 320, pages 79 through 97, Records of
25 Riverside County, California (hereinafter the "Property" and/or "Subject
26 Property").

27 15. Cross-Complainant is informed and believes and alleges thereon
28 that in or about July of 2022, Cross-Defendant 2021 STARBURST TRUST acquired

1 title to the Subject Property by way of a "Grant Deed" recorded on July 19,
2 2022, as document no. 2022-0320697, a copy of which is attached hereto as
3 Exhibit "1" and incorporated herein by reference as though set forth in
4 full.

5 16. Cross-Complainant is informed and believes and alleges thereon
6 that concurrently with receiving title to the Subject Property in July of
7 2022, Cross-Defendant 2021 STARBURST TRUST, as trustor, executed and caused
8 to be recorded, also on July 19, 2022, as document no. 2022-0320698, a "Deed
9 of Trust" in favor of Sierra Pacific Mortgage Company as "lender," and
10 Mortgage Electronic Registration Systems, Inc. ("MERS") as a separate
11 corporation acting solely as nominee for lender and lender's successors and
12 assigns as beneficiary, in the face amount of \$647,200.00, a copy of the
13 relevant portions of which are attached hereto as Exhibit "2," are
14 incorporated by reference as though set forth in full, and shall hereinafter
15 be referred to as the "MERS First Deed of Trust."

16 17. Cross-Complainant is informed and believes and alleges thereon
17 that concurrently with receiving title to the Subject Property in July of
18 2022, Cross-Defendant 2021 STARBURST TRUST, as trustor, executed and caused
19 to be recorded, also on July 19, 2022, as document no. 2022-0320699, a "Home
20 Equity Line of Credit Deed of Trust" in favor of George's Own Credit Union
21 ("Credit Union") as lender and beneficiary, in the fact amount of
22 \$252,700.00, a copy of which is attached hereto as Exhibit "3," is
23 incorporated herein by reference as though set forth in full, and shall
24 hereinafter be referred to as the "Credit Union Second Deed of Trust."

25 18. Cross-Complainant is informed and believes and alleges thereon
26 that in or about December of 2022, Cross-Defendant 2021 STARBURST TRUST, by
27 Cross-Defendants WALKER and MORTEL as purported trustees, caused to be
28 executed and recorded on December 5, 2022, as document no. 2022-0490841, a

1 "Grant Deed" transferring title of the Subject Property to Cross-Defendants
2 S.D. LLC, as trustee of the 2022 STARBURST TRUST, a copy of which is
3 attached hereto as Exhibit "4" and incorporated herein by reference as
4 though set forth in full.

5 19. Cross-Complainant is informed and believes and alleges thereon
6 that in or about June of 2024, a non-judicial foreclosure proceeding was
7 commenced under the Credit Union Second Deed of Trust (Exhibit "3") by way
8 of a "Notice of Default and Election to Sell Under Deed of Trust," which was
9 recorded on June 5, 2024, as document no. 2024-0163691, a copy of which is
10 attached hereto as Exhibit "5," is incorporated herein by reference as
11 though set forth in full.

12 20. Cross-Complainant is informed and believes and alleges thereon
13 that in or about August of 2024, a non-judicial foreclosure proceeding was
14 also commenced under the MERS First Deed of Trust (Exhibit "2") by way of
15 a "Notice of Default and Election to Sell" recorded on August 20, 2024, as
16 document no. 2024-0250048, a copy of which is attached hereto as Exhibit
17 "6," is incorporated herein by reference as though set forth in full.

18 21. Cross-Complainant is informed and believes and alleges thereon
19 that while the non-judicial foreclosure sales were pending under the MERS
20 First Deed of Trust (Exhibit "2") and Credit Union Second Deed of Trust
21 (Exhibit "3"), Cross-Defendants WALKER, S.D. LLC and 2022 STARBURST TRUST,
22 purportedly conveyed title of the Subject Property by way of a "Grant Deed"
23 recorded on September 27, 2024, as document no. 2024-0291980, to Cross-
24 Defendants WG EXPRESS, as trustee of WG PRIVATE, a copy of which is attached
25 hereto as Exhibit "7" and incorporated herein by reference as though set
26 forth in full.

27 22. Cross-Complainant is informed and believes and alleges thereon
28 that on or about October 10, 2024, the non-judicial foreclosure sale under

1 the Credit Union Second Deed of Trust (Exhibit "3") was completed and title
2 of the Subject Property was transferred to Credit Union for a "credit bid"
3 of \$252,000.00 by way of a "Trustee's Deed Upon Sale," which recorded on
4 October 29, 2024, as document no. 2024-0325887, a copy of which is attached
5 hereto as Exhibit "8," is incorporated herein by reference as though set
6 forth in full.

7 23. Cross-Complainant is informed and believes and alleges thereon
8 that in or about November of 2024, the duly acting trustee under the MERS
9 First Deed of Trust caused to be recorded on November 21, 2024, as document
10 no. 2024-0358456, a "Notice of Trustee's Sale" setting a sale date of
11 December 27, 2024, a copy of which Notice of Trustee's Sale is attached
12 hereto as Exhibit "9" and is incorporated herein by reference as though set
13 forth in full.

14 24. Cross-Complainant is informed and believes and alleges thereon
15 that on or about December 27, 2024, Cross-Complainant's authorized agents
16 or representatives attended the non-judicial foreclosure sale under the MERS
17 First Deed of Trust (Exhibit "2") and paid \$884,000.00 as the successful
18 bidder at the sale, and acquired title to the Subject Property by way of a
19 "Trustee's Deed Upon Sale" recorded on January 17, 2025, as document no.
20 2025-0017386, a copy of which is attached hereto as Exhibit "10," is
21 incorporated herein by reference as though set forth in full, and shall
22 hereinafter be referred to as "Cross-Complainant's Deed."

23 25. On the face of Cross-Complainant's Deed (Exhibit "10"), it states
24 in pertinent part:

25 "Default occurred as set forth in a Notice of Default and Election to
26 Sell which was recorded in the Office of the Recorder of said County,
and such default still existed attthe time of sale.

27 All requirements of law regarding the mailing of copies of notices or
28 the publication of a copy of the Notice of Default or the personal
delivery of the copy of the Notice of Default and the mailing, posting

1 and publication of copies of the Notice of Trustee's Sale have been
2 complied with.

3 Trustee, in compliance with said Notice of Trustee's Sale and in
4 exercise of its powers under said Deed of Trust, sold the herein
described property at public auction on 12/27/2024. ..."

5 26. On or about February 26, 2025, Cross-Complainant filed in the
6 Superior Court of California, County of Riverside, situated in Menifee,
7 California, a "Complaint for Unlawful Detainer After Foreclosure" against
8 WALKER, MORTEL and "Does 1 to 10" entitled Marinaj Properties LLC v. Kevin
9 Walker, et al., assigned case no. UDME2500465 (hereinafter the "UD Action").

10 27. Cross-Complainant is informed and believes and alleges thereon
11 that in response to the UD Action, Cross-Defendants WALKER, MORTEL, WG
12 EXPRESS and WG PRIVATE caused to be filed on or about April 16, 2025, with
13 the above-entitled Court, Plaintiffs "Verified Complaint to Quiet Title"
14 entitled WG Private Irrevocable Trust, et al., v. Marinaj Properties, LLC,
15 et al., assigned case no. CVME2504043 ("Plaintiffs' Complaint"), which
16 Cross-Complainant is informed and believes and alleges thereon was and is
17 a frivolous pleading without any factual support whatsoever and intended
18 solely to delay and hinder Cross-Complainant's rights to title and to take
19 possession of the Subject Property obtained through Cross-Complainant's Deed
(Exhibit "10").

20 28. On or about May 1, 2025, Cross-Complainant obtained, from First
21 American Title Insurance Company, a "Litigation Guarantee" dated April 15,
22 2025, a copy of which is attached hereto as Exhibit "11" and is incorporated
23 herein by reference as though set forth in full.

24 29. Under item 17 of the Litigation Guarantee (Exhibit "11"), Cross-
25 Defendant FIFTH THIRD BANK purports to claim some right, title or interest
26 in the Subject Property under a "UCC Financing Statement" recorded on
27 February 1, 2024, as document no. 2024-0030170, a copy of which is attached
28

1 hereto as Exhibit "12," is incorporated herein by reference as though set
2 forth in full, and shall hereinafter be referred to as "Bank Claim of Lien."

3 30. Under item 18 of the Litigation Guarantee (Exhibit "11"), Cross-
4 Defendant IRS also purports to claim some right, title, claim or interest
5 in the Subject Property by way of a "Notice of Federal Tax Lien" recorded
6 on September 30, 2024, as document no. 2024-0293765, a copy of which is
7 attached hereto as Exhibit "13," is incorporated herein by reference as
8 though set forth in full, and shall hereinafter be referred to as the "IRS
9 Claim of Lien."

10 31. At the time of filing this Cross-Complaint, Cross-Complainant has
11 insufficient information or belief to state with specificity whether or not
12 the Bank Claim of Lien (Exhibit "12") and/or the IRS Claim of Lien (Exhibit
13 "13") were properly indexed in the County Recorder's Office for Riverside
14 County, California, and/or the nature, validity and/or enforceability of
15 said liens, and Cross-Complainant will amend this Cross-Complaint when the
16 same have been ascertained.

17 32. Cross-Complainant is informed and believes and alleges thereon
18 that it is a bona fide purchaser for value of the Subject Property based
19 upon, among other things, the assertions set forth in Cross-Complainant's
20 Deed (Exhibit "10") as hereinabove alleged, and that the completion of the
21 non-judicial foreclosure sale under the MERS First Deed of Trust (Exhibit
22 "2") effectively wiped out any and all rights, title, claims or interests
23 in or to the Subject Property purportedly claimed by Cross-Defendants, and
24 each of them.

25 33. Cross-Complainant is further informed and believes and alleges
26 thereon that to the extent any Cross-Defendant, and in particular Cross-
27 Defendants FIFTH THIRD BANK and/or IRS, have any valid lien, their rights,
28 if any, must and can be satisfied out of the approximately \$151,000 in

1 excess proceeds held by the trustee under the MERS First Deed of Trust paid
2 by Cross-Complainant at the non-judicial foreclosure sale under the MERS
3 First Deed of Trust (Exhibit "2").

4 34. Cross-Complainant is informed and believes and alleges thereon
5 that the completion of the non-judicial foreclosure sale under the MERS
6 First Deed of Trust (Exhibit "2"), and the subsequent recording of the
7 Credit Union Deed (Exhibit "8") and Cross-Complainant's Deed (Exhibit "10"),
8 effectively wiped out any and all rights, title, claims or interest in or
9 to the Subject Property purportedly claimed by Cross-Defendants, and each
10 of them.

11 FIRST CAUSE OF ACTION

12 (Declaratory Relief - C.C.P. Sections 1060, et seq.)
13 (As Against All Cross-Defendants)

14 35. Cross-Complainant hereby repeats, repleads, and incorporates
15 herein by reference each and every allegation contained in paragraphs 1
16 through 34, inclusive, of the general allegations as though set forth in
17 full under this cause of action.

18 36. An actual controversy has arisen and now exists between Cross-
19 Complainant and Cross-Defendants relating to their respective rights,
20 duties, claims and interests in and to the Subject Property.

21 37. Cross-Complainant makes each and all the following claims and
22 contentions in the premises of this action--reserving, however, the right
23 to make additional claims and contentions after Cross-Complainant's
24 completion of discovery herein--and Cross-Complainant is informed and
25 believes and alleges thereon that Cross-Defendants, and each of them,
26 contest and dispute each and all such contentions of Cross-Complainant:

27 (a) That at the time Cross-Complainant took its interests in
28 the Subject Property under Cross-Complainant's Deed (Exhibit "10"),
Cross-Complainant was and is a bona fide purchaser for value of the

1 Subject Property, which took its interests for valuable consideration
2 without any knowledge or notice of Cross-Defendants', or any third
3 party claims, in or to the Subject Property, and, therefore, Cross-
4 Complainant's rights as owner of fee title are senior and superior to
5 any interests claimed by Cross-Defendants, and each of them, and such
6 rights of Cross-Complainant relate back to July 19, 2022, which is
7 when Cross-Complainant's predecessors-in-interest (MERS and Sierra
8 Pacific Mortgage) acquired their interests in the Subject Property
9 under the MERS First Deed of Trust (Exhibit "2"); Civil Code, section
10 2924; Pierson v. Fischer (1955) 131 Cal.App.2d 208, 217, 280 P.2d 491;
11 Karrell v. First Thrift of Los Angeles (1951) 104 Cal.App.2d 536, 539,
12 23 P.2d 1; and/or

13 (b) That Cross-Complainant's interests as fee title holder of
14 the Subject Property are senior and superior to any rights, title,
15 claims or interests asserted by Cross-Defendants, and each of them, on
16 the grounds that all rights, title and interests claimed by Cross-
17 Defendants, and each of them, were "wiped out" and/or eliminated by
18 the non-judicial foreclosure sales conducted under both the MERS First
19 Deed of Trust (Exhibit "2") and the Credit Union Second Deed of Trust
20 (Exhibit "3"), and confirmed by the Trustee's Deeds Upon Sale
21 evidenced by Cross-Complainant's Deed (Exhibit "10") and the Credit
22 Union Deed (Exhibit "8"); and/or

23 (c) That the Bank Claim of Lien (Exhibit "12") and the IRS
24 Claim of Lien (Exhibit "13") are invalid, unenforceable, and junior to
25 the claims of Cross-Complainant under Cross-Complainant's Deed, as
26 said Liens were not properly indexed and/or were wiped out by the non-
27 judicial foreclosure under the MERS First Deed of Trust; and/or

28 (d) To the extent the Bank Claim of Lien (Exhibit "12") and/or

1 the IRS Claim of Lien (Exhibit "13") are still delinquent, such
2 delinquencies must be satisfied out of the approximately \$151,000 in
3 excess proceeds held by the trustee under the MERS First Deed of Trust
4 paid by Cross-Complainant at the non-judicial foreclosure sale under
5 the MERS First Deed of Trust (Exhibit "2").

6 38. Cross-Complainant hereby requests a declaration of its rights in
7 the premises of this action, that Cross-Defendants have no rights, claims,
8 estate, title, or interest in or to the Subject Property which are senior
9 or superior to the rights of Cross-Complainant's claims or interests in the
10 Subject Property as the owner of fee title. Cross-Complainant further
11 requests a declaration that the rights of Cross-Complainant in the Subject
12 Property are senior and superior to all rights of all Cross-Defendants. Such
13 a declaration is necessary and appropriate at this time in order that the
14 parties hereto may ascertain their respective rights, duties and interests
15 in and to the Subject Property.

16 SECOND CAUSE OF ACTION

17 (Quiet Title - C.C.P. Sections 760.010, et seq.)
18 (As Against All Cross-Defendants)

19 39. Cross-Complainant hereby repeats, repleads and incorporates
20 herein by reference each and every allegation contained in paragraphs 1
21 through 34, inclusive, of the general allegations as though set forth in
22 full under this cause of action.

23 40. Cross-Complainant is now, and has been since January 17, 2025,
24 the owner and holder of fee title to the Subject Property by way of Cross-
25 Complainant's Deed (Exhibit "10") which relates back to July 19, 2022, when
26 the MERS First Deed of Trust (Exhibit "2") recorded against the Subject
27 Property.

28 41. Cross-Complainant is informed and believes and alleges thereon
that each of the Cross-Defendants claim to have some right, title, estate,

1 lien or interest in the Subject Property adverse to Cross-Complainant's
2 title, and such claim or claims of Cross-Defendants constitute a cloud on
3 Cross-Complainant's title. Cross-Complainant is informed and believes and
4 alleges thereon that such claim or claims of Cross-Defendants, and each of
5 them, are without any right whatsoever, and Cross-Defendants have no right,
6 title, estate, lien or interest of any kind whatsoever in the Subject
7 Property, or any part thereof, which are or may be senior or superior to the
8 interests of Cross-Complainant as the fee title holder.

9 42. Cross-Complainant is informed and believes and alleges thereon
10 that Cross-Complainant's rights, title and interests in the Subject Property
11 as the owner of fee title, are senior and superior to any interests claimed
12 by Cross-Defendants in the Subject Property, and Cross-Complainant hereby
13 seeks to quiet title of the Subject Property as to Cross-Complainant's
14 interests as fee title holder and against all claims of Cross-Defendants as
15 of July 19, 2022, which is the date the MERS First Deed of Trust recorded
16 against the Subject Property, upon which Cross-Complainant's Deed (Exhibit
17 "10") is based, transferring title of the Subject Property to Cross-
18 Complainant.

19 THIRD CAUSE OF ACTION
20 (Declaratory Relief re Implied Indemnity/Contribution)
21 (As Against All Cross-Defendants Save and Except
22 FIFTH THIRD BANK and IRS)

23 43. Cross-Complainant hereby repeats, repleads and incorporates
24 herein by reference each and every allegation contained in paragraphs 1
25 through 34, inclusive, of the general allegations as though set forth in
26 full under this cause of action.

27 44. Cross-Complainant is informed and believes and alleges thereon
28 that Cross-Defendants FIFTH THIRD BANK and IRS purport to claim rights to
enforce the Bank Claim of Lien (Exhibit "12") and the IRS Claim of Lien

1 (Exhibit "13"), respectively, against Cross-Complainant's right, title and
2 interest in and to the Subject Property.

3
4 45. Cross-Complainant is informed and believes and alleges thereon
5 that to the extent FIFTH THIRD BANK and/or IRS have any rights to any
6 damages based on said Claims of Lien, which Cross-Complainant denies, such
7 damages were not the proximate result of any gross negligence, willful
8 conduct or omission on the part of Cross-Complainant.

9 46. Cross-Complainant is informed and believes and alleges thereon
10 that such damages suffered by FIFTH THIRD BANK and/or IRS, if any, were
11 caused by and/or attributable to the acts, errors and/or omissions of Cross-
12 Defendants WALKER, MORTEL, 2021 STARBURST TRUST, S.D. LLC, 2022 STARBURST
13 TRUST, WG EXPRESS, WG PRIVATE, and ROES 1 through 50, inclusive.

14 47. Cross-Complainant is informed and believes and alleges thereon
15 that Cross-Complaints and/or counter claims will be filed in this action by
16 other parties, and to the extent any other parties state damages arising out
17 of or based upon the Bank Claim of Lien (Exhibit "12") and/or the IRS Claim
18 of Lien (Exhibit "13"), such damages and/or claims will not be attributable
19 to any gross negligence, willful misconduct, or omission on the part of
20 Cross-Complainant. Cross-Complainant is further informed and believes and
21 alleges thereon that such claims and/or damages suffered by any other
22 individual, person or entity under any Cross-Complaint which is filed in
23 this action will be caused and/or attributable to the acts, errors, and/or
24 omissions of Cross-Defendants WALKER, MORTEL, 2021 STARBURST TRUST, S.D.
25 LLC, 2022 STARBURST TRUST, WG EXPRESS, WG PRIVATE, and ROES 1 through 50,
26 inclusive.

27 48. An actual controversy has arisen and now exists between Cross-
28 Complainant and Cross-Defendants relating to their respective rights,

1 duties, and obligations under the documents and facts hereinabove alleged.

2 49. Cross-Complainant makes each and all the following claims and
3 contentions in the premises of this action--reserving, however, the right
4 to make additional claims and contentions after Cross-Complainant's
5 completion of discovery herein--and Cross-Complainant is informed and
6 believes and alleges thereon that Cross-Defendants, and each of them,
7 contest and dispute each and all such contentions of Cross-Complainant:

8 (a) That the damages suffered by FIFTH THIRD BANK and/or IRS,
9 if any (which there are none), were caused by and/or attributable to
10 the acts, errors and/or omissions of Cross-Defendants WALKER, MORTEL,
11 2021 STARBURST TRUST, S.D. LLC, 2022 STARBURST TRUST, WG EXPRESS, WG
12 PRIVATE, and ROES 1 through 50, inclusive; and/or

13 (b) That any damages suffered by any other party who may file
14 a Cross-Complaint in this action against Cross-Complainant and/or the
15 Subject Property were caused by and/or attributable to the acts,
16 errors and/or omissions of Cross-Defendants WALKER, MORTEL, 2021
17 STARBURST TRUST, S.D. LLC, 2022 STARBURST TRUST, WG EXPRESS, WG
18 PRIVATE, and ROES 1 through 50, inclusive; and/or

19 (c) That as a result of Cross-Defendants' acts, errors, and/or
20 omissions to act, Cross-Defendants, and each of them, are therefor
21 obligated to equitably indemnify Cross-Complainant and/or contribute
22 to Cross-Complainant for such sums which Cross-Complainant may be
23 compelled to pay in the event any damages, settlement or other awards
24 are recovered by FIFTH THIRD BANK and/or IRS, based on the Bank Claim
25 of Lien and/or IRS Claim of Lien in the main action under Plaintiffs'
26 Complaint, and/or by any other party under a Cross-Complaint, and
27 further to equitably indemnify and/or contribute to Cross-Complainant
28 for its attorney's fees, costs and expenses incurred in defending

1 against Plaintiffs' Complaint and any Cross-Complaints in this action.

2 50. Cross-Complainant desires a judicial determination of its rights,
3 duties, and liabilities, if any, and Cross-Complainant and Cross-Defendants
4 with respect to the damages claimed under Plaintiffs' Complaint, the Bank
5 Claim of Lien, IRS Claim of Lien and/or any Cross-Complaint filed in this
6 action. In particular, Cross-Complainant desires a declaration that Cross-
7 Complainant be indemnified by Cross-Defendants and/or that Cross-Complainant
8 be equitably indemnified by Cross-Defendants and/or that Cross-Defendants
9 be ordered to contribute to Cross-Complainant for the amount of any award,
10 judgment or settlement rendered against Cross-Complainant in favor of
11 Plaintiffs on Plaintiffs' Complaint in the main action, the Bank Claim of
12 Lien, the IRS Claim of Lien, and/or any subsequent Cross-Complaints filed
13 in this action, and that Cross-Complainant be indemnified for attorney's
14 fees, costs and expenses incurred in defending against such actions,
15 according to proof at time of trial.

16 51. That the claims of Plaintiffs under Plaintiffs' Complaint, as
17 well as the claims of FIFTH THIRD BANK and IRS under the Bank Claim of Lien
18 and IRS Claim of Lien, respectively, arise out of the same transaction
19 and/or series of transactions, and that a determination of both in one
20 proceeding is necessary and appropriate at this time in order to avoid the
21 multiplicity of actions which would result if Cross-Complainant is required
22 to defend separately against Plaintiffs' Complaint, the Bank Claim of Lien,
23 IRS Claim of Lien, and separate Cross-Complaints, and thereafter bring a
24 separate action against Cross-Defendants for equitable indemnification
25 and/or contribution.

26 52. Cross-Complainant hereby requests a declaration of its rights in
27 the premises of this action. Such a declaration is necessary and
28 appropriate at this time in order that the parties hereto may ascertain

1 their respective rights, duties and interests under the documents recorded
2 against the Subject Property as hereinabove alleged.

3 WHEREFORE, Cross-Complainant prays that judgment be entered against
4 Cross-Defendants, and each of them, jointly and severally, as follows:

5 AS TO THE FIRST CAUSE OF ACTION:

6 1. For a judgment of declaratory relief as against all Cross-
7 Defendants, and each of them, in the premises of this action;

8 AS TO THE SECOND CAUSE OF ACTION:

9 2. For a judgment that Cross-Complainant is the owner and holder of
10 fee title to the Subject Property under Cross-Complainant's Deed (Exhibit
11 "10"), which relates back to July 19, 2022, which was the date the
12 underlying MERS First Deed of Trust (Exhibit "2") first recorded against the
13 Subject Property, and that Cross-Defendants have no right, title, claim or
14 interest in the Subject Property which is or may be senior or superior to
15 the claims of Cross-Complainant;

16 AS TO THE THIRD CAUSE OF ACTION:

17 3. For a declaration that Cross-Defendants, and each of them, be
18 ordered to contribute and/or equitably indemnify Cross-Complainant for any
19 amounts of any judgment, settlement and/or award rendered against Cross-
20 Complainant in favor of Plaintiffs under Plaintiffs' Complaint, the Bank
21 Claim of Lien, the IRS Claim of Lien, and any subsequent Cross-Complaint,
22 and that Cross-Defendants be ordered to pay the attorney's fees, costs and
23 expenses incurred by Cross-Complainant in defending against this litigation;

24 4. For reasonable attorney's fees as provided by contract and/or
25 allowed by law as shown according to proof at time of trial;

26 AS TO ALL CAUSES OF ACTION

27 5. For costs of suit incurred herein;

28 / / /

1 6. For such other and further relief as the Court may deem just and
2 proper.

3 DATED: May 7, 2025.

THE BAILEY LEGAL GROUP

By: _____

John L. Bailey
Therese Bailey
Attorneys for Cross-Complainant
MARINAJ PROPERTIES LLC

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VERIFICATION

STATE OF CALIFORNIA
COUNTY OF ORANGE

I have read the Answer to Complaint and know its contents.

I am an authorized officer of MARINAJ PROPERTIES LLC, the Defendant in the above-entitled action; and I certify that the allegations contained therein are true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe them to be true.

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

Executed on May 6, 2025, at ANAHEIM, California.

MARINAJ PROPERTIES LLC

By: _____

Naji Doumit

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PROOF OF SERVICE BY MAIL (1013A, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

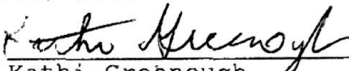
I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is 25014 Las Brisas South, Suite B, Murrieta, CA 92562.

On May 7, 2025, I served the within Cross-Complaint for: (1) Declaratory Relief; (2) Quiet Title; (3) Declaratory Relief re Implied Indemnity/Contribution on the interested parties in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Riverside, California, addressed as follows:

Kevin Walker
Donnabelle Mortel
c/o 30650 Rancho California Road # 406-251
Temecula, CA 92591

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

Executed on May 7, 2025 at Murrieta, California.


Kathi Greenough