

CAUSE NO. \_\_\_\_\_

MICHAEL D. SCRANTON

v.

ALBA ZUYAPA MARTINEZ AND  
MARIO VINCENTE DELGADO

§ IN THE DISTRICT COURT  
§  
§ OF HARRIS COUNTY, TEXAS  
§  
§  
§  
§  
§  
§ \_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION**

NOW COMES Plaintiff, Michael D. Scranton ("Plaintiff"), and files this, his Original Petition, complaining of Defendants Alba Zuyapa Martinez ("Martinez") and Mario Vicente Delgado ("Delgado"), and in support hereof would show:

**DISCOVERY LEVEL AND RELIEF SOUGHT**

1. Plaintiff intends to conduct discovery in this case under a Level 2 discovery plan pursuant to Texas Rule of Civil Procedure 190.4.

2. In accordance with Rule 47 of the Texas Rules of Civil Procedure, Plaintiff is seeking monetary relief of \$250,000.00 or less, and non-monetary relief.

**PARTIES AND SERVICE**

3. Plaintiff is an individual resident of the State of Texas.

4. Defendant **Alba Zuyapa Martinez** is an individual who can be served at **6106 Beall Street, Houston, Texas 77091**, or wherever she may be found. *Plaintiff requests the issuance of a citation for service via any authorized party.*

5. Defendant **Mario Vincente Delgado** is an individual resident of the State of Texas who can be served at **1106 Roxella Street, Houston, Texas 77076**, or wherever he may be found. *Plaintiff requests the issuance of a citation for service via any authorized party.*

6. This Court has jurisdiction and venue because Defendants reside in Harris County and the real property subject of this action is located in Harris County.

### **BACKGROUND FACTS**

7. This case arises from several fraudulent documents which purport to affect title to a parcel of real property located in Harris County, Texas, being legally described as Lots 9 and 10, Block 35, Highland Heights Annex 6, being more commonly known as 815 Elkhart Street, Houston, Texas 77091 (the "Property").

8. The Property was purchased by Plaintiff on June 24, 2010, under a General Warranty Deed recorded under Harris County Clerk's file number 201000271124. A copy of the deed to Plaintiff is attached as **Exhibit 1**.

9. Within the past eight months, the following four documents have been filed with the Harris County clerk, each of which purports to claim or grant an interest in the Property. The documents are listed in order by the purported dates of execution.

#### **General Warranty Deed – Exhibit 2**

Grantor:	Michael Scranton
Grantee:	Milton McCloy Labave
Document Date:	December 17, 2014
Recording Date:	January 17, 2025
Clerk File No.:	RP-2025-20300

#### **General Warranty Deed – Exhibit 3**

Grantor:	Milton M. Labave
Grantee:	Alba Z. Martinez
Document Date:	February 10, 2015
Recording Date:	January 30, 2025
Clerk File No.:	RP-2025-33234

#### **Affidavit of Ownership – Exhibit 4**

Affiant:	Alba Z. Martinez
Document Date:	May 23, 2024
Recording Date:	June 4, 2024
Clerk File No.:	RP-2024-202590

**General Warranty Deed – Exhibit 5**

Grantor: Alba Z. Martinez  
Grantor: Mario Vincente Delgado  
Document Date: August 6, 2024  
Recording Date: August 6, 2024  
Clerk File No.: RP-2024-286151

10. **The Fraudulent Deed.** The December 2014 General Warranty Deed from Michael Scranton to Milton Mccloy Labave (Exhibit 2) is a fraudulent deed, as the signature of the purported Grantor, Plaintiff Michael Scranton, is a forgery. Plaintiff has never sold or transferred any interest in the Property – not to Milton Mccloy Labave, nor to any other person.

11. The Fraudulent Deed is clearly a fictitious and fraudulent document, and was not created with the consent or agreement of Plaintiff. The Fraudulent Deed is fraudulent, as defined by Texas Gov't Code Section 51.901(c)(2); therefore, the Fraudulent Deed should not be acknowledged by the Court or the Harris County clerk's office as a valid deed.

12. The purported chain of title was (i) 2014, Scranton to Mccloy; (ii) 2015, Mccloy to Martinez; and (iii) 2024 Martinez to Delgado. As the initial purported deed from Scranton to Mccloy was a fraudulent deed containing forged signature, the subsequent documents are not effective to claim or grant any ownership or interest in the Property.

13. It should also be noted that the purported notary who notarized the Fraudulent Deed was shown to be Isaiah R. Brown. The results of a search of the Texas Secretary of State's historical notary license records shows that there has never been an Isaiah R. Brown licensed as a notary in the State of Texas.

14. Moreover, a search of the Harris County Real Property records found another deed from Milton McCloy Labave to Alba Zuyapa Martinez which was notarized by Isaiah R. Brown. The purported date of signing that deed was April 27, 2009. However, Isaiah R. Brown's purported notary stamp on that deed shows the expiration date to be March 13, 2016, nearly seven (7) years after the date of the deed.

15. The Court should take judicial notice of the fact that notary licenses are good for only four (4) years. Thus, it was not possible that, in April 2009 when that other deed was purportedly signed, Isaiah R. Brown would have been in possession a notary stamp which expired in March 2016. The same demonstrates that Isaiah R. Brown was not an actual notary.

16. In conducting a search of the Harris County Real Property records, numerous other Affidavits and Deeds were found, naming Alba Z. Martinez and Milton McCloy Labave, each purporting to claim or grant an interest in various tracts of real property. A listing of the questionable deeds and other documents located to date is attached as **Exhibit 6**.

17. There are nine deeds from various individuals as Grantors naming Milton McCloy Labave as Grantee,<sup>1</sup> eight of which were purportedly signed between March 2002 and December 2014, but those eight deeds were not recorded until between November 26, 2024 and January 30, 2025. Those eight deeds were purportedly notarized by three notaries: Isaiah R. Brown, Kendra Brown, and Ray T. Thomas – none of which are named in the Secretary of State's historical notary records as ever having held a notary license.

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<sup>1</sup> The one valid deed was from 2007, reflecting Mr. Labave's purchase of his residence.

18. There are ten deeds from Milton Mccloy Labave as Grantor and Alba Z. Martinez (being the same person as Defendant Alba Zuyapa Martinez) as Grantee, all of which were purportedly signed between February 2009 and April 2015. Those ten deeds were not recorded until between November 26, 2024 and February 5, 2025. The purported notaries on those ten deeds were: Isaiah R. Brown, Kendra Brown, and Ray T. Thomas, being the same purported notaries who notarized the eight deeds from third parties, including Plaintiff, to Milton Mccloy Labave.

19. There are fifteen deeds naming Alba Z. Martinez (and/or Alba Zuyapa Martinez) as Grantee, including the ten deeds from Milton Mccloy Labave. However, there are twenty-one deeds from Alba Z. Martinez to various individuals. It is not conceivable that Alba Z. Martinez could have sold more properties than she purportedly purchased.

20. The recorded documents affecting numerous tracts of real property within Harris County give rise to serious concerns about rampant fraud in the purported real estate transactions. While the present lawsuit concerns only the Property owned by Plaintiff, the additional records should prove beneficial to the Court in determining the issues presented in this case.

21. The Affidavit of Ownership (Exhibit 4) was recorded on June 4, 2024. The Affidavit was signed by Defendant Martinez, claiming that she had ownership of the Property. Though not mentioned in the Affidavit, it appears that Defendant Martinez asserted ownership of the Property by virtue of being the beneficiary under the purported handwritten will of Milton Mccloy Labave. That will was purportedly dated May 20, 2015 – Mr. Labave died on June 19, 2015, and Defendant Martinez filed a

probate action in 2020, under Cause No. 483897, in which she was found to be Mr. Labave's sole heir. The handwritten will references Mr. Labave's then-homestead, with no reference to the other eight properties which purportedly were then owned by Mr. Labave.

22. While the documents filed in the probate action seem questionable, whether or not Defendant Martinez was actually the sole heir of Mr. Labave has no impact on this case – as the original deed from Plaintiff to Mr. Labave was fictitious and fraudulent. As a result, Defendant Martinez could not have inherited any interest in the Property, and thus, could not make a claim against or grant an interest in the Property.

23. On August 6, 2024, Defendant Martinez filed a General Warranty Deed in which she purportedly deeded the property to Defendant Delgado. **Exhibit 5.** As Defendant Martinez did not have title or ownership of the Property, she could not transfer title or ownership to Defendant Delgado. Thus, Defendant Delgado has no title, interest, or ownership, in or to the Property.

24. Though Plaintiff suspects Defendant Delgado may be an innocent party, Defendant Delgado is a necessary party to this action. Plaintiff reserves the right to amend his claims following Defendant Delgado's response to this lawsuit.

### **CAUSES OF ACTION**

25. **Action on Fraudulent Lien on Property under Texas Gov't Code §51.903.** The Fraudulent Deed and subsequent documents each purport to create a claim against an interest in the Property. Following initiation of this action, Plaintiff will file a Motion for Judicial Review of Documentation or Instrument Purporting to Create Lien or Claim, pursuant to Section 51.903. Following review and consideration of such

motion, Plaintiff requests the Court to issue an Order containing findings of fact and conclusions of law, whereby the Fraudulent Deed and subsequent documents are declared to be invalid, void, and of no effect, whereby the same can be recorded in the Harris County Real Property Records.

26. **Action on Fraudulent Lien on Property under Texas Gov't Code §51.903.** The Fraudulent Deed and subsequent documents each purport to create a claim against an interest in the Property. Following initiation of this action, Plaintiff will file a Motion for Judicial Review of Documentation or Instrument Purporting to Create Lien or Claim, pursuant to Section 51.903. Following review and consideration of such motion, Plaintiff requests the Court to issue an Order containing findings of fact and conclusions of law, whereby the Fraudulent Deed and subsequent documents are declared to be invalid, void, and of no effect, whereby the same can be recorded in the Harris County Real Property Records.

27. **Action to Quiet Title.** The Fraudulent Deed filed in 2025 purporting to transfer title to the Property from Plaintiff to Labave appears to be valid, which creates a cloud on title to the Property. The facts demonstrate that the Fraudulent Deed is just that – fictitious and fraudulent. The Fraudulent Deed contains a forged signature, and a notary stamp by a non-existent notary.

28. Plaintiff has an interest in the Property, title to the Property is affected by a claim by Delgado, and that claim, while valid on its face, is invalid or unenforceable. As set out in detail above, without Plaintiff's knowledge, permission or consent, Defendant Martinez has transferred the property through a string of fictitious documents, starting

with the Fraudulent Deed – all of which are invalid and procured by false and fraudulent means.

29. Plaintiff is the only legal, legitimate owner of the Property; no other person has any interest, and no other person was acting under Plaintiff's authority in signing or recording the documents affecting title to the Property. As such, the purported claims against title and transfers of ownership are void, and the unlawful cloud on Plaintiff's title to the property should be removed by this Court.

30. **Declaratory Judgment.** Plaintiff requests that the Court declare the parties' rights, status, or other legal relation to the Property. Specifically, Plaintiff requests that the Court declare that Plaintiff is the only proper owner of the Property as the Fraudulent Deed and any other purported documents affecting title to the Property are invalid, because they were procured by fraud, forgery, and deception.

31. A justiciable controversy exists between Plaintiff and Defendants because they disagree regarding the validity of the Fraudulent Deed, and the ownership of the Property. Plaintiff has a justiciable interest in such controversy because he seeks an order declaring his own rights, rather than the rights of others or the rights of a particular group. The controversy would be settled through the declaratory judgment sought herein. Plaintiff also seeks his attorney fees pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code.

32. **Statutory Penalties for Fraudulent Claims against Real Property.** Pursuant to Section 12.002 of the Texas Civil Practice and Remedies 12.002, a person may not make, present, or use a document or other record with: (1) knowledge that the document is a fraudulent claim against or interest in real property; (2) intent that the



document be given the same legal effect as a valid document; and (3) intent to cause another to suffer financial injury or emotional distress. A person who violates this section is liable to each injured person for the greater of \$10,000.00 or the actual damages caused by the violation.

33. Defendant Martinez, and possibly Defendant Delgado, created, presented, used, and/or signed the fraudulent documents and the Fraudulent Deed as outlined above. Defendants intended the fraudulent documents to create a false narrative allowing Defendant Martinez to ultimately deed the property over to Defendant Delgado, when in reality, the Property was always owned by, and remains owned by, Plaintiff. Defendants intended the false documents to be given the same legal effect as valid legal documents, and in doing so intended to cause financial injury to Plaintiff because they knew that they were depriving Plaintiff of his true interest in the Property.

34. Upon finding that Defendant Martinez and/or Defendant Delgado, violated Section 12.002, Plaintiff seeks to recover the greater of \$10,000.00 per false document, or the actual damages caused by the violation, plus court costs, reasonable attorney's fees, and exemplary damages in an amount to be determined by the Court.

35. **Eservice Address.** Pursuant to the TRCP, Plaintiff gives notice that the only valid e-service email address is [eservice@pdhlaw.com](mailto:eservice@pdhlaw.com). All pleadings and other documents to be served on counsel for Plaintiff must be sent to only that email address, and none other. Any document sent to any other email address will not be considered valid e-service.

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### **PRAYER FOR RELIEF**

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to answer and appear in this action, and that judgment be entered in favor of Plaintiff, for the following relief::

- A. An Order declaring the Fraudulent Deed and other documents affecting title to the Property to be fictitious, fraudulent, and void;
- B. A Declaratory Judgment finding the Fraudulent Deed and other documents affecting title to the Property are invalid and void, and confirming Plaintiff's sole title and ownership of the Property;
- C. Statutory damages under Tex. Civ. Prac. & Rem. Code Section 12.002, equal to the greater of (i) \$10,000.00 per false document, or (ii) the actual damages caused by the violations;
- D. Actual damages and exemplary Damages;
- E. Attorney fees;
- F. Interest and court costs; and
- G. All such other relief, both legal and equitable, to which Plaintiff is entitled under the facts and circumstances as presented at the trial of this matter.

Respectfully submitted,

**PAGEL, DAVIS & HILL, P.C.**

/s/Dennis A. McQueen

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**MICHAEL SCRANTON**