

**NO. 2023-02423**

**QUEEN COCHRAN, Individually, and  
on behalf of WILHEMINA ZENOBIA  
ZENON  
Plaintiffs**

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**IN THE DISTRICT COURT**

**v.**

**DARTS REAL ESTATE, TIMOTHY  
TOLLIVER, ANGELA MARIA  
AGUIRRE, UMATIYA LAW FIRM,  
PLLC, and TRANSACT TITLE, LLC  
Defendants**

**125<sup>th</sup> JUDICIAL DISTRICT**

**HARRIS COUNTY, TEXAS**

**PLAINTIFFS' AMENDED ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

**NOW COMES** Queen Cochran, (hereinafter “Plaintiff Cochran”), Individually, and on behalf of Wilhelmina Zenobia Zenon, (hereinafter “ Plaintiff Zenon”), (collectively “Plaintiffs”), complaining of and about Darts Real Estate (hereinafter “Defendant Darts Realty”), Cecil L Roberts believed to be doing business as Darts Real Estate (hereinafter “Defendant Roberts”), Timothy Tolliver (hereinafter “Defendant Tolliver”), Angela Maria Aguirre (hereinafter “Defendant Aguirre”), Umatiya Law Firm, PLLC (hereinafter “Defendant Umatiya Law”), and TransAct Title LLC (hereinafter “Defendant TransAct”), (collectively “Defendants”), and file this Original Petition, and, in support thereof, respectfully show the Court as follows:

**I.**

**DISCOVERY CONTROL PLAN LEVEL**

1. Plaintiffs intend that discovery be conducted under Discovery Level 2.

**II.**

**PARTIES AND SERVICE**

2. Plaintiff Cochran is an individual, residing in Houston Harris County Tx, at 9423 Balsam

Ln., 77078.

3. Plaintiff Zenon is an individual, residing in Houston Harris County Tx, at 9423 Balsam Ln., 77078.
4. As used herein, "Plaintiffs" shall include, not only the named Plaintiffs, but any other persons whose claims are being represented by Plaintiffs.
5. Defendant Darts Realty is a real estate company doing business in Texas. It may be served with process, by serving Cecil L. Roberts at 2011 Bridge Cross Houston, Texas, 77067, or wherever he may be served.
6. Defendant Roberts is an individual, doing business in Houston Harris County Tx. Defendant Roberts may be served with process, by personal delivery to 2011 Bridge Cross Houston, Texas, 77067, or wherever he may be found.
7. Defendant Tolliver is an individual, residing in Houston Harris County Tx. Defendant Tolliver may be served with process, by personal delivery at 1539 Plumwood Dr. Houston, Texas, 77014, or wherever he may be found.
8. Defendant Aguirre is an individual, doing business in Houston Harris County Tx. Defendant Aguirre may be served with process, by personal delivery at 14331 Melody Glen Ln., Houston, Texas, 77014, or wherever she may be found.
9. Defendant Umatiya Law is a registered Texas corporation. It may be served by serving its registered agent, Salima Umatiya at: 1001 W. Loop S. Ste. 100, Houston, Texas, 77027.
10. Defendant TransAct is a registered Texas corporation. It may be served by serving its registered agent, Salima Umatiya at: 245 Commerce Green Blvd, Ste. 151, Sugar Land, Texas, 77478, or by serving any Director, President, or Vice-President.

### **III.** **JURISDICTION AND VENUE**

11. The subject matter in controversy is within the jurisdictional limits of this court.
12. Plaintiffs seek:

- a. monetary relief over \$116,000 but not more than \$1,000,000.
13. This Court has personal jurisdiction herein because Defendants Roberts, Tolliver, and Aguirre are Texas residents. Defendants Darts Realty, Umamiya Law, and Trans Act are companies doing business in Texas.
14. Venue is proper in Harris County, Texas because the Property, at issue is located in Harris County, Texas.

#### **IV.** **FACTS**

15. Plaintiff Zenon is the owner of real property located at 9423 Balsam Ln., Houston, Harris County, Texas, 77078, and legally described as:  

Lot Two (2), in Block Eight (8), of LAKE FOREST, Section Two, a subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 49, page 30 of the Map Records of Harris County, Texas. (hereinafter “the Property”).
16. On February 1, 2022, persons identified as Stefun Roberts, (hereinafter “Roberts”) and John Moses, (hereinafter “Moses”), went to the Property to talk to Plaintiffs regarding renovations for the Property.
17. Roberts and Moses, agreed to perform the renovations at a reasonable cost.
18. Sometime thereafter, Roberts and Moses returned to the Property with documents for Plaintiffs to sign for the installment payments for the renovations. Plaintiffs signed what they believed were documents regarding the renovations to the Property.
19. Unbeknownst to Plaintiffs, Roberts and Moses had no intention of renovating the Property; instead, Roberts and Moses began, in January 2022, an elaborate scheme to steal the Property from Plaintiff Zenon.
20. Plaintiffs learned of Roberts and Moses scheme, on or about September 3, 2022, when Defendant Tolliver, whom Plaintiff had never met before, came to the Property to tell Plaintiffs that he owned the Property.
21. Plaintiffs told Defendant Tolliver that he did not own the property because the property was

never for sale.

22. Plaintiffs learned that Defendant Darts Realty, entered into a fraudulent contract with Plaintiff Zenon for the purchase of the Property; the fraudulent contract was signed January 5, 2022, prior to Roberts and Moses meeting the Plaintiffs.
23. Defendant Darts Realty, on January 18, 2022, assigned its interest in the Property to Defendant Tolliver.
24. Because all of the documents allegedly signed at the February 7, 2022, closing for the Property bore the name of Plaintiff Cochran, except for the original purported sale's contract, it is believed that Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct, illegally and fraudulently created a Corrected Warranty Deed, signed on February 7, 2022, purportedly changing the ownership of the Property from Plaintiff Zenon to Plaintiff Cochran.
25. Then, Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct, on February 10, 2022, filed a warranty deed, purportedly transferring the Property from Plaintiff Cochran to Defendant Tolliver; this document was signed on February 7, 2022.
26. At no time did Plaintiffs have the requisite knowledge or intent to sign any document or deed that, in any manner, transferred the Property to Defendant Tolliver.
27. Moreover, if Plaintiffs intended to sale the Property to Defendant Tolliver, *which they did not*, Plaintiffs would have sold the Property for more than \$100,000.00. Plaintiffs have no idea the amount Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct, fraudulently sold the property to Defendant Tolliver.
28. The fraudulent closing for the sale of the Property occurred at Defendant TransAct.
29. Defendant TransAct failed to do its due diligence to confirm the correct owner(s) of the Property at issue in this matter accepting fraudulent paperwork that was never signed by

Plaintiffs in front of a notary.

30. More importantly, Defendant Trans Act conducted a closing for the Property.
31. Neither Plaintiff went to Defendant TransAct's office at any time for the purported closing for the sale of the Property nor signed any closing documents related to the sale of the Property.
32. Because Defendant TransAct failed to properly identify the true owner of the Property, as well as accepting fraudulently created documents, Defendant TransAct aided in the fraudulent conveyance of the Property to Defendant Tolliver, who, it is believed, had no idea of the fraudulent actions of the other Defendants.
33. Upon information and belief, Defendant Aguirre notarized fraudulently signed documents, and then stated that Plaintiffs appeared before Defendant Aguirre and signed said documents.
34. As stated above, neither Plaintiff knowingly signed any documents transferring the Property to Defendant Tolliver; and neither signed any document in front of a notary. Defendant Aguirre aided in the fraudulent conveyance and theft of Plaintiff Zenon's property.
35. Defendant Umatiya aided in this elaborate scheme to steal Plaintiff Zenon's property by either creating the documents purportedly signed by Plaintiffs or accepting the documents and filing them as official documents knowing that the documents bore false signatures.
36. Defendant Tolliver, believing he owned the Property, served a *Texas Notice to Quit*, an unknown action, on Plaintiff Cochran attempting to evict Plaintiffs from the Property Plaintiff Zenon owns. Defendant Tolliver was hoping Plaintiffs would leave the Property or pay him \$4,000 for alleged owed rents.

## V.

### **SUIT TO QUIET/TRESPASS TO TITLE/JUDICIAL FORECLOSURE**

37. Plaintiffs incorporate by reference and re-alleges all paragraphs previously alleged herein.
38. Plaintiffs file this suit to quiet title to the Property pursuant to Texas Property Code, Section

22.001 et. seq as Plaintiffs are entitled to title and possession of the Property. See Lance v. Robinson, 543 S.W.3d 723, 736 (Tex. 2018); TEX. PROP. CODE §§ 22.001 et. seq. (Vernon 1984).

39. Texas Property Code (the “Code”) states that a “trespass to try title action is the method of determining title to lands, tenements, or other real property.” Id. at § 22.001(a). Actions under the Code “involve detailed pleading and proof requirements.” Martin v. Amerman, 133 S.W.3d 262, 265 (Tex. 2004) (citing TEX. R. CIV. P. 783-809). “To prevail in a trespass-to-try-title action, a plaintiff must usually (1) prove a regular chain of conveyances from the sovereign, (2) establish superior title out of a common source, (3) prove title by limitations, or (4) prove title by prior possession coupled with proof that possession was not abandoned.” Amerman, 133 S.W.3d at 265 (citing Plumb v. Stuessy, 617 S.W.2d 667, 668 (Tex. 1981)). The trespass-to-try-title statute, however, only applies when the claimant is seeking to establish or obtain the claimant’s ownership or possessory right in the land at issue. See Robinson, 543 S.W.3d at 736. A trespass to try title action is the method of determining title ownership of the real property at issue. Id. at 735-36.
40. Plaintiff Zenon owns the Property by superior title and right. Defendant Tolliver does not have a cognizable, legal right to the Property. There is no agreement that meet the requirements of an executory contract, as to any claims by Defendant Tolliver, as required by the Texas Property Code concerning formalities. See TEX. PROP. CODE §§5.061 et. seq Plaintiff Zenon owns the Property by superior title and right. Defendant Tolliver never had a cognizable legal right to the Property. Thus, Plaintiff Zenon seeks quiet and peaceful title to the Property.
41. Plaintiffs seek liquidated damages within the jurisdictional limits of the Court.
42. Plaintiffs are entitled to recover reasonable and necessary attorney’s fees under Section 38.001 of the Texas Civil Practices and Remedies Code.

**VI.**  
**DECEPTIVE TRADE PRACTICES**

43. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.
44. Plaintiffs would show that the Defendants engaged in certain false, misleading, and deceptive acts, practices, and/or omissions actionable under the Texas Deceptive Trade Practices - Consumer Protection Act (Texas Business and Commerce Code, Chapter 17.41, et seq.), as alleged herein below.
45. It is believed that Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct, engaged in an "unconscionable action or course of action" to the detriment of Plaintiffs as that term is defined by Section 17.45(5) of the Texas Business and Commerce Code, by taking advantage of the lack of knowledge, ability, experience, or capacity of Plaintiffs to a grossly unfair degree. As a result of the Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct's action, Plaintiffs suffered damage.

**VII.**  
**FRAUD IN A REAL ESTATE TRANSACTION**

46. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.
47. Plaintiffs would show that Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct's action constitute fraud in a real estate transaction and if the Court does not set aside the fraudulent warranty deed against Plaintiffs as to the Property, then Plaintiffs are entitled to damages as a matter of law because of Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct's fraudulent conduct.
48. Plaintiffs are therefore entitled to recover from Defendants actual damages described more fully herein below, reasonable and necessary attorney's fees, expert witness fees, costs for copies of depositions, and costs of Court as provided by Section 27.01 of the Texas Business

and Commerce Code.

49. Plaintiffs seek punitive damages so that Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct will not act in such a manner in the future and to deter other defendants from such conduct.

**VIII.**  
**FAILURE OF CONSIDERATION**

50. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.
51. A valid contract must be supported by consideration. In the event that Defendants allege that a contract existed between Defendant Tolliver and Plaintiffs for the sale of real property, such contract should be declared void because Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct did not pay Plaintiffs the full value of the Property at issue in this matter. Indeed, any money Defendant Tolliver may have paid was not given to Plaintiffs for the purchase of the Property.

**IX.**  
**CANCELLATION OF DEED**

52. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.
53. Any deed purportedly in the name of Defendant Tolliver is the result of fraud at the hands of Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct and should be canceled and struck from the deed records of Harris County, Texas.

**X.**  
**REQUEST FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION**

54. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.
55. Plaintiffs request that-without notice to Defendants, the Court issue a temporary restraining order restraining Defendants, their officers, agents, servants, and employees from directly or



indirectly:

- a. Transferring, selling, mortgaging and/or in any manner or form encumbering the real Property and improvements, made the subject of this suit, located at 9423 Balsam Ln., Houston, Harris County, Texas, 77078, and legally described as:

Lot Two (2), in Block Eight (8), of LAKE FOREST, Section Two, a subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 49, page 30 of the Map Records of Harris County, Texas. (hereinafter “the Property”).

- b. Applying for permits or licenses for any activity associated with the Property.
- c. Renting, leasing or in any manner using the Property to generate income.  
It is further requested that the Court set a date and time for a hearing on this application for a temporary injunction;
- d. Defendants be cited to appear and answer;
- e. After hearing, the Court issue a temporary injunction enjoining Defendants, and their officers, agents, servants, and employees from directly or indirectly transferring or encumbering the real estate made a subject of this litigation during the pendency of this action;
- f. Plaintiffs should be granted reasonable expenses incurred in obtaining the restraining order and injunction; and
- g. Plaintiffs should be granted all further relief to which Plaintiffs may show just entitlement.

## **XI.** **ECONOMIC AND ACTUAL DAMAGES**

56. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.

57. Plaintiffs sustained the following economic and actual damages as a result of the actions and/or omissions of Defendants described hereinabove:

- (a) Out-of-pocket expenses.
- (b) Legal fees

**XII.**  
**DAMAGES FOR MENTAL ANGUISH**

58. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.
59. Plaintiffs would further show that the false, misleading, and deceptive acts, practices and/or omissions described hereinabove were committed "knowingly," as provided by Section 17.45(9) of the Texas Business and Commerce Code, in that Defendants had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.
60. As a result of such acts, practices and/or omissions, Plaintiffs sustained a high degree of mental pain and distress of such nature, duration and severity that would permit the recovery of damages for mental anguish pursuant to Section 17.50(b) of the Texas Business and Commerce Code, and for which Plaintiffs hereby sue in an amount in excess of the minimum jurisdictional limits of this Court.

**XIII.**  
**MULTIPLE DAMAGES**

61. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.
62. As alleged hereinabove, Plaintiffs would show that the false, misleading, and deceptive acts, practices and/or omissions complained of herein were committed "knowingly" in that Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.
63. Plaintiffs further aver that such acts, practices, and/or omissions were committed "intentionally" in that Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct specifically intended that Plaintiffs act in detrimental reliance on the falsity or deception or in detrimental ignorance of the unfairness.
64. Therefore, Plaintiffs are entitled to recover multiple damages as provided by 17.50(b)(1) of the Texas Business and Commerce Code.

**XV.**  
**EXEMPLARY DAMAGES**

65. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.
66. Plaintiffs would further show that the acts and omissions of Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct complained of herein were committed knowingly, willfully, intentionally, with actual awareness, and with the specific and predetermined intention of enriching Defendant Darts Realty, Defendant Roberts, Defendant Umatiya Law, and/or Defendant TransAct at the expense of Plaintiffs. In order to punish said Defendants for such unconscionable overreaching and to deter such actions and/or omissions in the future, Plaintiffs also seek recovery from Defendants, jointly and severally, for exemplary damages as provided by Section 41.003(a)(1) of the Texas Civil Practice and Remedies Code and by Section 27.01 of the Texas Business and Commerce Code.

**XVI.**  
**DECLARATORY JUDGMENT**

67. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.
68. Plaintiffs request that declaratory judgment be entered under Chapter 37 of the Texas Civil Practice and Remedies Code as follows:
- a. That the fraudulent warranty deed transferring the property from Plaintiff Cochran and to Defendant Tolliver, and any other instruments evidencing a transfer of the Property to Defendant Tolliver are null and void.
  - b. That the purported deed transferring the property from Wilhelmina Zenon to Queen E. Cochran, obtained by fraud, should be struck from the Harris County Property records.

**XVII.**  
**RESCISSION AND OTHER ORDERS TO RESTORE**

69. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.

70. Pursuant to Section 17.50(b)(3) of the Texas Business and Commerce Code, Plaintiffs request that the Court rescind the transaction on which this complaint is based and enter appropriate orders necessary to restore to Plaintiff Zenon the Property acquired in violation of said Act, including but not limited to:

- a) In the event the Court finds that the Property belongs to Defendant Tolliver, Plaintiffs request an Order requiring Defendants to pay restitution to Plaintiffs in the amount of Two Hundred Thousand Dollars (\$200,000) representing the true value of the Property at issue in this matter;
- b) An order requiring Defendants to convey title to the Property to Plaintiff Zenon; and
- c) An order restoring fee simple ownership of the real estate to and in the name of Wilhelmina Zenon.

**XVIII**  
**ATTORNEY'S FEES**

71. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.
72. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiffs herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by: (a) Section 17.50(d) of the Texas Business and Commerce Code; (b) Section 27.01(e) of the Texas Business and Commerce Code; (c) Chapter 38 of the Texas Civil Practice and Remedies Code; (d) Section 37.009 of the Texas Civil Practice and Remedies Code; and, (e) common law.
73. It was necessary for Plaintiffs to secure the services of Valerie G. Jewett, a licensed attorney, to preserve and protect their rights. Defendants should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Defendants and be ordered paid

directly to Plaintiffs' attorney, who may enforce the judgment in the attorney's own name.

Plaintiffs requests post-judgment interest as allowed by law.

**XIX.**  
**PRAYER**

**WHEREFORE, PREMISES CONSIDERED,** Plaintiffs, Queen Cochran and Wilhelmina Zenon, respectfully pray that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiffs against Defendants, jointly and severally, for the economic and actual damages requested hereinabove in an amount in excess of the minimum jurisdictional limits of the Court, together with prejudgment and post-judgment interest at the maximum rate allowed by law, attorney's fees, costs of court, and such other and further relief to which the Plaintiffs may be entitled at law or in equity, whether pled or unpled.

Respectfully submitted,

JEWETT AND ASSOCIATES, P.C.

By: /s/Valerie G. Jewett

Valerie G. Jewett

State Bar No. 24007443

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**CERTIFICATE OF SERVICE**

I certify that a true copy of the above Amended Petition was served on each attorney of record or party in accordance with the Texas Rules of Civil Procedure on February 24, 2023.

By: /s/Valerie G. Jewett

Valerie G. Jewett

### Automated Certificate of eService

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Valerie Jewett  
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#### Case Contacts

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