

CAUSE NO. _____

LEROY NELLIS II,
Plaintiff,

v.

LEROY W. NELLIS, SR., individually
and as Trustee of the LEROY W.
NELLIS REVOCABLE LIVING TRUST,
also known as the LEROY WILLIAM
NELLIS REVOCABLE LIVING TRUST;
and LIGHTNING STAR LLC,
Defendants.

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IN THE DISTRICT COURT

WILLIAMSON COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION,
JURY DEMAND, AND REQUEST FOR
ACCOUNTING, CONSTRUCTIVE TRUST,
AND RELATED RELIEF**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff LeRoy Nellis II files this original petition on presently available information. He appears pro se. He asks the Court to require an accounting, trace proceeds, and adjudicate personal property left at 3105 Diego Cove, Round Rock, Williamson County, Texas. He does not ask this Court to adjudicate title to 1606 Wilson Street, Bastrop, Texas. That claim is pending in Bastrop County Cause No. 3434-335.

I. DISCOVERY CONTROL PLAN

1. Discovery is intended to be conducted under Level 2 of Texas Rule of Civil Procedure 190.3.

II. PARTIES AND SERVICE

2. Plaintiff LeRoy Nellis II is an individual residing in Travis County, Texas. His mailing address is [REDACTED] Telephone: [REDACTED] Email: [REDACTED]
[REDACTED] Plaintiff is legally blind and disabled. He does not have physical access to the Diego Cove house, the attic, or any storage unit.

3. Defendant LeRoy W. Nellis, Sr. is sued individually and as trustee of the trust named on the Williamson County deed records. He may be served at [REDACTED] or wherever he may be found.

4. The Leroy W. Nellis Revocable Living Trust is one defendant. The Williamson County deed records style the trustee as trustee of the Leroy William Nellis Revocable Living Trust. Plaintiff alleges those are the same trust. It is served by serving its trustee, LeRoy W. Nellis, Sr., at [REDACTED]

5. Defendant Lightning Star LLC is the current Williamson Central Appraisal District owner of 3105 Diego Cove, account R549812. Its mailing address on the appraisal record is 17 Dryden Terrace, Short Hills, New Jersey 07078. It is joined because Plaintiff seeks a declaration on notice and on an unfiled instrument left in the house, and because personal property and identity documents were left in the attic for the next occupant. Plaintiff does not allege that Lightning Star LLC stole the house. If it disclaims the personal property, it may be dismissed from that claim after it produces what it has.

III. JURISDICTION AND VENUE

6. This Court has subject-matter jurisdiction. Plaintiff seeks monetary relief within the jurisdictional limits of a Texas district court and relief concerning trust administration and real property in Williamson County. District courts have jurisdiction over trust proceedings under Texas Property Code section 115.001, except where a statutory probate court has jurisdiction.

7. Venue is mandatory in Williamson County under Texas Civil Practice and Remedies Code section 15.011 to the extent Plaintiff seeks recovery of an interest in, or removal of a cloud on, 3105 Diego Cove, Round Rock, Williamson County, Texas. The personal-property, storage-unit, and bank claims arise from the same course of conduct. Plaintiff reserves the Wilson Street title claim to Bastrop Cause No. 3434-335 and does not ask this Court to try that title.

IV. MONETARY RELIEF

8. Under Texas Rule of Civil Procedure 47, Plaintiff seeks monetary relief over \$250,000 but not more than \$1,000,000, together with non-monetary relief. This range is a pleading category and not a liquidated demand.

V. FACTUAL ALLEGATIONS

9. 3105 Diego Cove is Paloma Lake Section 8, Block T, Lot 15, Williamson CAD account R549812. The CAD sales history in Plaintiff's possession shows: (a) October 31, 2016, Paloma Lake Development Inc. to M/I Homes of Austin LLC, Instrument 2016102870; (b) February 28, 2018, M/I Homes of Austin LLC to Leroy W. Nellis Sr., Trustee of the Leroy William Nellis Revocable Living Trust, Instrument 2018019349; and (c) July 21, 2024, that trustee to Lightning Star LLC, Instrument 2024055961.

10. Plaintiff does not allege that the July 21, 2024 deed was signed under a power of attorney. Record title stood in the trustee. The Wilson Street power-of-attorney attack, including the October 16, 2024 acknowledgment, is pleaded in Bastrop Cause No. 3434-335 and is not re-pleaded here as the Diego conveyance theory.

11. Plaintiff alleges Defendant Nellis Sr. called him and initiated the purchase. The stated reason was that Plaintiff and his then-pregnant wife, Isolde Amador-Melendez, needed to be closer to the family. Plaintiff alleges Defendant Nellis Sr. later said the house was placed in the trust to protect Plaintiff's investment, including in Plaintiff's disputes with Isolde. There was no lease when the house was first put in the trust. Plaintiff alleges he paid the mortgage, insurance, taxes, and repairs, built a deck and shed, and installed new lighting, kitchen lighting, smart switches and lights throughout the house, a water softener, cameras, a hot tub with the wiring for it, and a color television on the back porch deck. The trust instrument, payment ledger, and closing file are not in Plaintiff's possession. Plaintiff alleges he later recognized the purchase, the trust, and the refinance lease as steps to take the house.

12. In about August 2021, Defendant Nellis Sr. had Plaintiff sign a lease. Plaintiff alleges the stated reason was that the bank needed the house to appear leased so the trustee could refinance at a lower interest rate. Plaintiff alleges the house was refinanced shortly after that lease was signed. He alleges he signed the lease because of that representation, not to give up the house. After the lease, Plaintiff alleges he kept paying the mortgage, property taxes, and insurance. He alleges this lease was a step in taking the house, which he recognized only later. He does not have the lease or the refinance closing statement.

13. Through January 2025, after the July 21, 2024 deed to Lightning Star LLC, Defendant Nellis Sr. told Plaintiff the house was rented to a couple he described as Asian, for the mortgage amount of \$1,750, that the tenants were using Plaintiff's appliances, including the washer and dryer, and that a lawn service was maintaining the property. Plaintiff alleges those statements were false and were made to conceal the sale. He does not have a lease, rent ledger, or lawn-service invoice. The \$1,750 figure is the amount Defendant stated, not a proved rent roll.

14. Plaintiff installed a double-bladed ceiling fan in the living room. His mother had purchased that fan for Plaintiff and his first wife. It had personal significance, and Plaintiff would not have parted with it. Defendant Nellis Sr. stated that he left the fan in the house. Plaintiff alleges that statement, and the installation of the fan, lighting, smart switches, hot tub and wiring, and porch television, show he treated the house as his and did not abandon those items.

15. Austin Title Company, All City Real Estate, Ltd. Co., Kevin P. Scanlan, and Joshua Bingaman are defendants in Bastrop Cause No. 3434-335 on the Wilson Street sale. They are not joined here. Plaintiff does not yet have the title-company file, escrow number, or listing agent for the July 21, 2024 Diego Cove sale to Lightning Star LLC. He reserves the right to amend and join the Diego closer and listing broker if that file shows they closed or listed the sale with notice of his claim. They are not necessary parties to the accounting and proceeds claim against the trustee.

- 16.** Plaintiff alleges that an unfiled deed, or other instrument concerning his interest, was left in a black two-drawer filing cabinet in the attic at 3105 Diego Cove. That cabinet held Plaintiff's personal documents. He alleges a law-enforcement video made at 3105 Diego Cove after the sale shows that cabinet and personal property still in the house, including a custom drone he values at about \$15,000, comics, computer equipment, and security cameras. He does not have the video.
- 17.** Plaintiff will subpoena the native attic video, stills, the offense-report reference, and the chain of custody from Amber Vazquez and her law firm, custodian of the defense file in Cause No. 24-0035-K277; from the Williamson County District Attorney's Office; and from the Williamson County Sheriff's Office, the agency Plaintiff alleges made or holds the recording. The subpoena to the firm is for the recording and any inventory or photos of property left in the house. It is not a claim that the firm has the property. Amber Vazquez is not a defendant. Plaintiff alleges the recording, and a statement by the new occupant on it, show that LeRoy W. Nellis, Sr. initially left Plaintiff's property in the house and that the property left behind stopped or delayed the sale. That allegation is identified, not proved, until the recording is produced.
- 18.** Plaintiff alleges he mailed Amber Vazquez a certified-mail demand for the attic-search video and the related client-file copy. The sender's PS Form 3800 receipt is postmarked Austin, Texas, September 10, 2026, article number 9589 0710 5270 3963 0649 87. The return-receipt boxes on that receipt are not checked. The Sent To lines on the receipt copy are blank, so the receipt proves the mailing and the postmark, not the address by itself. Plaintiff alleges she did not answer that letter within the ten days the letter set. A separate email on August 3, 2026, from Megan Roper at the same firm, states that the firm cannot provide copies of anything the prosecutors gave the firm. That email is not a production of the video. Those facts are pleaded as the reason a subpoena is required. They are not a claim against Amber Vazquez or Megan Roper.
- 19.** Plaintiff alleges Defendant Nellis Sr. left that black two-drawer filing cabinet, and the documents in it, in the attic for the next occupant instead of returning them. Because the cabinet was left with the house, Plaintiff's personal documents are gone from his possession. He does not have the deed file, identity papers, financial papers, or the other records that were in the cabinet. He cannot reconstruct the payment trail or the property list from documents he no longer has. The loss pleaded here is loss of possession and use of the documents. Plaintiff does not yet know whether the buyer, a later occupant, or someone else discarded them.
- 20.** Plaintiff alleges Defendant Nellis Sr. said the rest of Plaintiff's property is in a storage unit, refused a written inventory, and refused the names of every person who moved, stored, sold, or discarded it. Because Plaintiff is disabled and has no key, address, or access, he cannot inspect the unit or say what is present and what is missing.
- 21.** Pictures Plaintiff has seen, and that he alleges show the unit Defendant identified, depict Plaintiff's

personal belongings in trash bags inside a unit that is not climate controlled. Plaintiff did not see in those pictures the appliances, solar panels, washer and dryer sets, televisions, water softener, or the other house equipment he alleges was removed from 3105 Diego Cove and 1606 Wilson Street. The pictures are not a complete inventory. They are pleaded as evidence that property was bagged, stored without climate control, and that the appliances and solar equipment were not visible in the unit as shown.

22. Plaintiff alleges Defendant Nellis Sr. closed or caused the closure of Plaintiff's Wells Fargo account and took or redirected Zelle transfers, including transfers that would have shown mortgage and expense payments on Diego Cove. Plaintiff has no online access and no account number. A written demand for the closed-account and Zelle file was sent to Wells Fargo on September 11, 2026.

23. Plaintiff alleges he received no proceeds from Instrument 2024055961 and no accounting of the trust, the sale, the attic property, or the storage unit.

VI. CAUSES OF ACTION

A. Trust accounting and breach of trust

24. If Plaintiff is a beneficiary or interested person, Texas Property Code section 113.151 allows a written demand for a statement of accounts and a suit to compel one. Section 113.152 describes the contents of that accounting. Section 113.051 requires a trustee to administer the trust in good faith and according to its terms and this subtitle. Section 114.001 makes the trustee accountable for trust property and for profit made through administration, and charges a breaching trustee with loss, profit from the breach, and profit the trust would have made. Section 114.008 lists court remedies, including compelling performance, enjoining a breach, compelling redress, ordering an accounting, appointing a receiver, and removing the trustee.

25. Section 113.053 generally bars a trustee from buying or selling trust property to or from himself, a relative, or a business associate. Plaintiff does not allege Lightning Star LLC is a relative. He alleges the trustee sold the house, kept or redirected the proceeds, and refused the accounting section 113.151 requires.

26. Plaintiff seeks that accounting for the period from February 28, 2018 through the present, including the July 21, 2024 sale, every mortgage payment, every disbursement, and the location of the proceeds.

B. Unfiled instrument and notice

27. Texas Property Code section 13.001(a) makes an unrecorded conveyance void as to a creditor or a subsequent purchaser for value without notice. Section 13.001(b) makes the unrecorded instrument binding on a party to it, that party's heirs, and a subsequent purchaser who does not pay value or who has notice. Plaintiff asks the Court to declare, after the cabinet instrument is produced, whether it is a deed or other instrument, whether it was acknowledged, and whether Lightning Star LLC took with notice because the instrument and Plaintiff's papers were left in the attic. Plaintiff does not ask the Court

to void Instrument 2024055961 before that instrument and the buyer's notice are in evidence.

C. Conversion, bailment, and theft of personal property

28. Plaintiff alleges Defendant Nellis Sr. exercised dominion over Plaintiff's drone, comics, computers, cameras, and the other attic and storage property, left part of it for a stranger, and refused the inventory of the rest. A bailee who refuses to identify or return bailed goods is accountable for them. Pictures of the identified unit show bagged belongings in a non-climate-controlled space and do not show the appliances or solar panels. Plaintiff pleads that storage method as a failure to safeguard the property, and the missing categories as property to be accounted for, returned, or paid for. He does not plead the pictures as proof those items were sold.

29. The Texas Theft Liability Act, Civil Practice and Remedies Code sections 134.003 and 134.005, creates a civil action for theft as defined in Penal Code section 31.03 and the other sections listed in section 134.002. Section 134.002 does not incorporate Penal Code section 32.45 or section 32.51. Plaintiff pleads the Act only for tangible personal property and only if the evidence shows appropriation without effective consent and intent to deprive. He pleads conversion and bailment in the alternative.

D. Wells Fargo closure and payment trail

30. Plaintiff alleges the account closure destroyed his access to the payment trail and that funds in the account were taken or redirected. He pleads conversion, money had and received, and unjust enrichment for those funds. He pleads breach of fiduciary duty to the extent Defendant Nellis Sr. closed the account as agent or trustee. Closing an account is not, standing alone, a private right of action under the Texas Finance Code. Penal Code section 32.45, misapplication of fiduciary property, is a criminal statute. It is not a Texas Theft Liability Act predicate. Plaintiff cites it only as the standard he contends the facts meet, not as a private cause of action.

31. Plaintiff asks the Court to order preservation and production, by subpoena to the Wells Fargo custodian of records if the September 11, 2026 demand is not answered, of the closure file, signature card, any power-of-attorney file, and every Zelle transfer from January 1, 2021 through closure on the account closed or caused to be closed by LeRoy W. Nellis, Sr. The production must include date, time, amount, direction, the other party, the enrolled mobile or email, the confirmation number, and the full payment note. A statement line that says only Zelle is not sufficient.

E. Fraudulent concealment

E. Fraudulent concealment

32. Plaintiff pleads the discovery rule and fraudulent concealment. He alleges he could not discover the attic contents, the storage unit, or the closed-account transactions because he was confined, then legally blind, and was refused the inventory and the records. Disability is pleaded as the reason inspection is in Defendant Nellis Sr.'s control. It is not pleaded as a separate damages claim against Lightning Star LLC.

VII. PRESERVATION

33. Defendants must preserve the trust instrument, the July 21, 2024 closing file, Instrument 2024055961, the black two-drawer filing cabinet and its contents, any unfiled deed, the law-enforcement video of the attic and cabinet, storage-unit contracts, climate-control terms, gate logs, inventories, the pictures of the bagged unit, and the Wells Fargo file.

VIII. CONDITIONS PRECEDENT

34. All conditions precedent have occurred, been performed, or are excused.

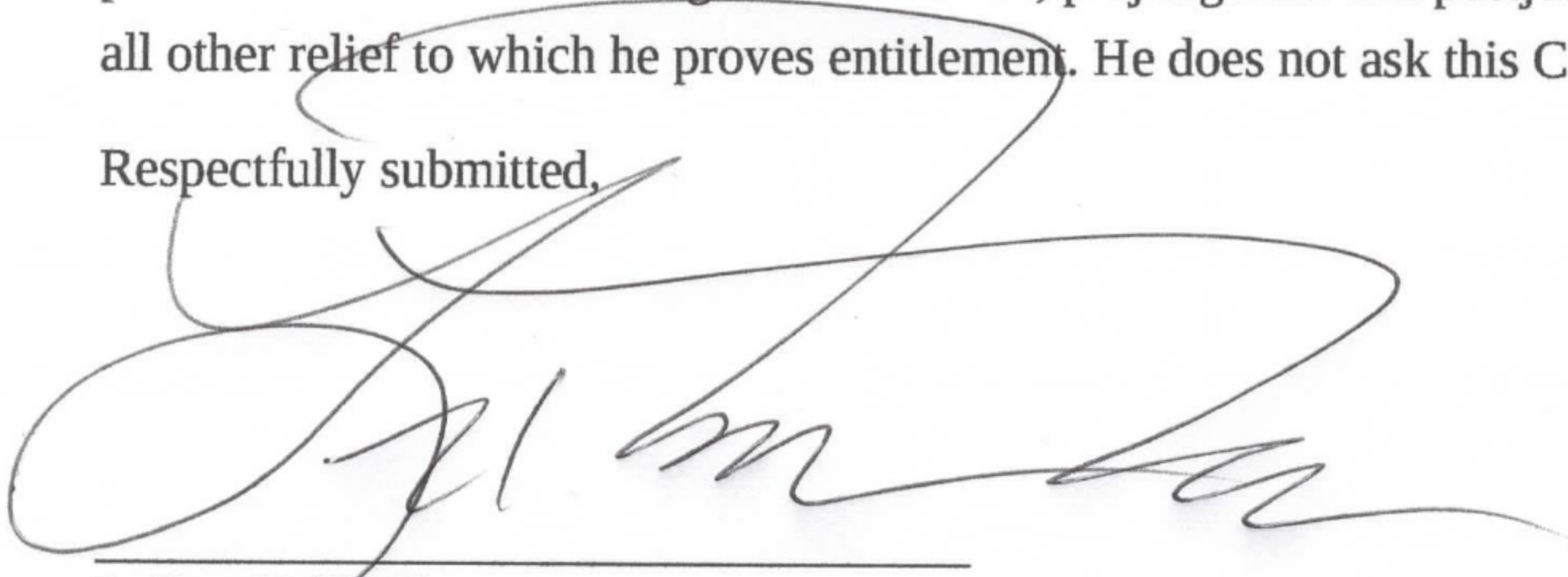
IX. JURY DEMAND

35. Plaintiff demands a jury trial and will tender any required jury fee, subject to the Court's ruling on any statement of inability to afford payment of court costs.

X. PRAYER

Plaintiff asks that Defendants be cited to appear and answer and that, after trial, he recover an accounting under Property Code sections 113.151 and 113.152; damages and profit under section 114.001; a constructive trust and equitable lien on identifiable Diego Cove proceeds; a declaration under section 13.001 once the cabinet instrument is produced; return or value of the attic and storage property; production of the Wells Fargo and Zelle file; prejudgment and postjudgment interest; taxable costs; and all other relief to which he proves entitlement. He does not ask this Court for title to 1606 Wilson Street.

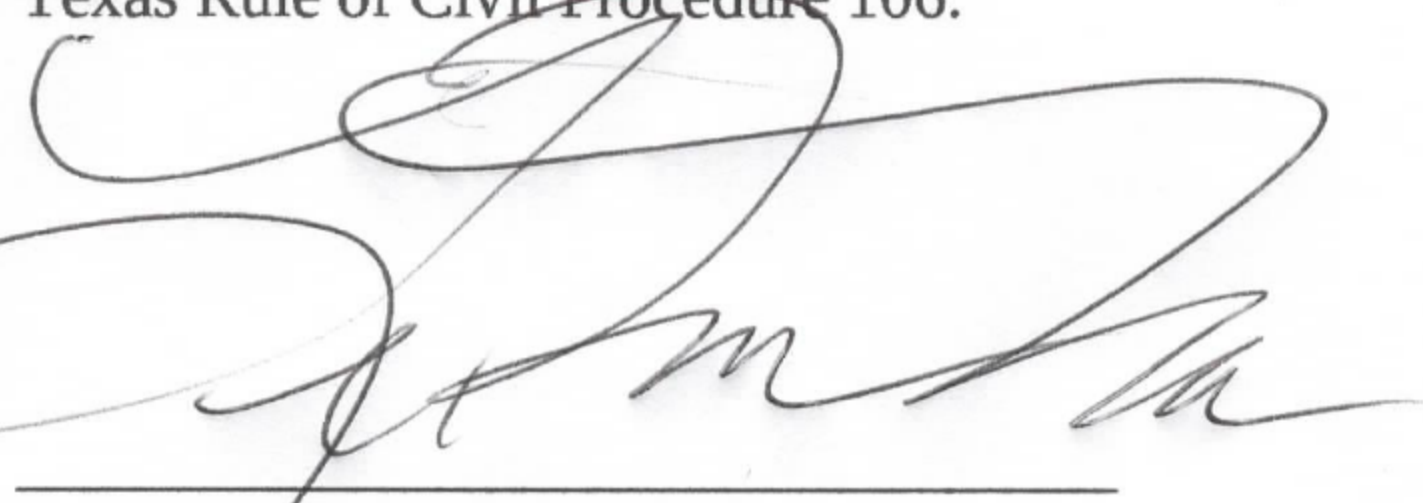
Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to read 'LeRoy Nellis II', is written over a horizontal line.

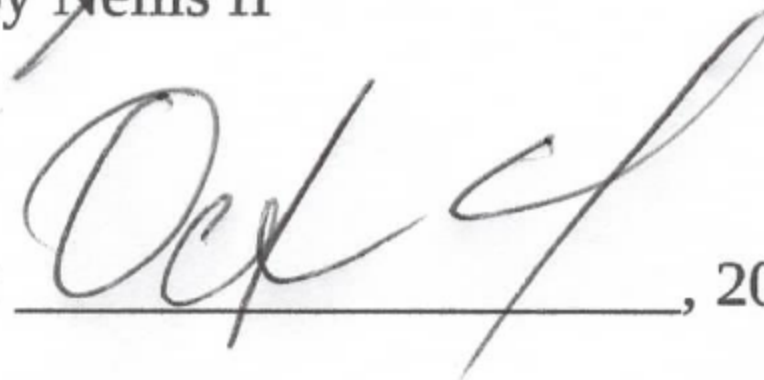
LeRoy Nellis II
Plaintiff, Pro Se
4845 Twin Valley Drive
Austin, Texas 78731
512-450-1533
NellisLeRoy@proton.me

CERTIFICATE OF SERVICE

No defendant has appeared. This petition will be served with citation on each named defendant under Texas Rule of Civil Procedure 106.



LeRoy Nellis II

Date: , 2026

CAUSE NO. _____

LEROY NELLIS II,
Plaintiff,

v.

LEROY W. NELLIS, SR., individually
and as Trustee, and
LIGHTNING STAR LLC,
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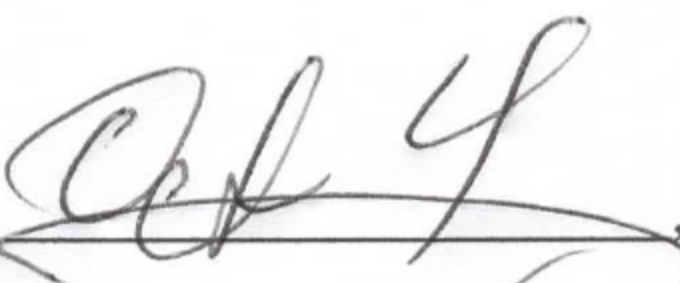
IN THE DISTRICT COURT

WILLIAMSON COUNTY, TEXAS

CERTIFICATION REGARDING USE OF ARTIFICIAL INTELLIGENCE

I, a self-represented litigant in the District Court of Williamson County, Texas, certify as follows:

1. I reviewed and understand this Court's Standing Order Regarding Artificial Intelligence. I will comply with the Standing Order throughout this case.
2. Generative artificial intelligence, Grok, assisted in drafting the petition, the request for citation, and this certificate. Before submission, I verified the names, dates, instrument numbers, addresses, and legal citations in the filing against the deed records, the appraisal record, and the statute books or the official Texas statutes website. I did not submit language, quotations, sources, citations, arguments, or legal analysis that I had not checked.
3. I understand that I will be held responsible, and subject to sanction under Texas Rule of Civil Procedure 13, Texas Civil Practice and Remedies Code Chapter 10, the inherent power of the Court, or contempt, for failing to comply with the Standing Order or this certification.

Signed on , 2026.


LeRoy Nellis II

Plaintiff, Pro Se

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