

CAUSE NO. CC-20-01579-E

WILLIAM GOFF as Personal	§	IN THE COUNTY COURT
Representative of BETTY JO	§	
MCCLAIN THOMAS, deceased;	§	
CHARLES THOMAS; CINDY	§	
RINGNESS; CHERYL GOFF; and	§	
CHARLOTTE GLOVER,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	
	§	AT LAW NO. 5
ROY JAMES HOLDEN, JR.;	§	
CHARTER COMMUNICATIONS,	§	
INC.; CHARTER COMMUNICATIONS	§	
HOLDING COMPANY, LLC;	§	
MARCUS CABLE ASSOCIATES,	§	
L.L.C.; CHARTER	§	
COMMUNICATIONS VI, LLC;	§	
CHARTER FIBERLINK TX-CCO, LLC;	§	
TIME WARNER CABLE	§	
INFORMATION SERVICES (TEXAS),	§	
LLC; TIME WARNER CABLE	§	
BUSINESS LLC; and CHARTER	§	
COMMUNICATIONS, LLC,	§	
	§	
Defendants.	§	DALLAS COUNTY, TEXAS

**PLAINTIFFS' SECOND AMENDED PETITION,
JURY DEMAND, AND REQUEST FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, William Goff as Personal Representative of Betty Jo McClain Thomas, deceased; Charles Thomas; Cindy Ringness; Cheryl Goff; and Charlotte Glover ("Plaintiffs") and file this Original Petition, Jury

Demand, and Request for Disclosure against Defendants Roy James Holden, Jr., Charter Communications, Inc., Charter Communications Holding Company, LLC; Marcus Cable Associates, L.L.C.; Charter Communications VI, LLC; Charter Fiberlink TX-CCO, LLC; Time Warner Cable Information Services (Texas), LLC; Time Warner Cable Business LLC; and Charter Communications, LLC (collectively “Defendants”) and allege as follows:

I. INTRODUCTION

This is a tragic case involving a vibrant 83-year-old grandmother whose life was needlessly cut short when she was brutally murdered in her own home by a Spectrum employee during a service call.

On December 11, 2019, Charter Communications, which is doing business under the name Spectrum, sent its employee Roy Holden Jr. to the home of a customer in response to problems the customer was having with her bundled phone, TV, and Internet service. Unfortunately, the customer had no way to know what Charter and Spectrum knew about Mr. Holden’s troubled history. Mr. Holden appeared to perform repairs, but the problems were not fixed—and the worst was yet to come.

The next day, Mr. Holden pulled up in his Spectrum van, and walked up to the door. The customer politely greeted Mr. Holden at the door and allowed him inside to make the necessary repairs.

Later that evening, the body of Betty Thomas was found inside her home. She had been robbed and brutally murdered with a sharp object by the Spectrum employee. This case will seek to hold both Spectrum and Holden accountable for the gruesome bloodshed they have caused.

II. DISCOVERY CONTROL PLAN

1. Pursuant to Texas Rule of Civil Procedure 190.1 discovery is intended to be conducted under Level 3 of Rule 190.3 of the Texas Rules of Civil Procedure.

III. AMOUNT IN CONTROVERSY

2. As required by Texas Rule of Civil Procedure 47, Plaintiffs state that they are seeking monetary relief of over \$1,000,000.00.

IV. PARTIES

3. Plaintiff William Goff as Personal Representative of Betty Jo McClain Thomas, deceased is an individual residing in Irving, Texas. The last three digits of Plaintiff's social security identification number are 882 and the last three digits of his driver's license number are 303. Mr. Goff is Betty Jo McClain Thomas's grandson.

4. Plaintiff Charles Thomas is an individual residing in Palm Bay, Florida. The last three digits of Plaintiff's social security identification number

are 848 and the last three digits of his driver's license number are 781 (Florida). Mr. Thomas is Betty Jo McClain Thomas's son.

5. Plaintiff Cindy Ringness is an individual residing in Irving, Texas. The last three digits of Plaintiff's social security identification number are 289 and the last three digits of her driver's license number are 598. Ms. Ringness is Betty Jo McClain Thomas's daughter.

6. Plaintiff Cheryl Goff is an individual residing in Irving, Texas. The last three digits of Plaintiff's social security identification number are 057 and the last three digits of her driver's license number are 345. Ms. Goff is Betty Jo McClain Thomas's daughter.

7. Plaintiff Charlotte Glover is an individual residing in Irving, Texas. The last three digits of Plaintiff's social security identification number are 408 and the last three digits of her driver's license number are 603. Ms. Glover is Betty Jo McClain Thomas's daughter.

8. Defendant Roy James Holden, Jr. is an individual and is a resident of Dallas County, Texas. Roy James Holden, Jr. may be served through his attorney of record.

9. Defendant Charter Communications, Inc. is a foreign for-profit corporation that is authorized to do business in the State of Texas and may be served through its attorney of record.

10. Defendant Charter Communications Holding Company, LLC is a foreign limited liability company that is authorized to do business in the State of Texas and may be served through its attorney of record.

11. Defendant Marcus Cable Associates, L.L.C. is a foreign limited liability company that is authorized to do business in the State of Texas and may be served through its attorney of record.

12. Defendant Charter Communications VI, LLC is a foreign limited liability company that is authorized to do business in the State of Texas and may be served through its attorney of record.

13. Defendant Charter Fiberlink TX-CCO, LLC is a foreign limited liability company that is authorized to do business in the State of Texas and may be served through its attorney of record.

14. Defendant Time Warner Cable Information Services (Texas), LLC is a foreign limited liability company that is authorized to do business in the State of Texas and may be served through its attorney of record.

15. Defendant Time Warner Cable Business LLC is a foreign limited liability company that is authorized to do business in the State of Texas and may be served through its attorney of record.

16. Defendant Charter Communications, LLC is a foreign limited liability company that is authorized to do business in the State of Texas and may be served with process by serving its registered agent, Corporate Service

Company dba CSC—Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218, or wherever it may be found.

**V.
JURISDICTION AND VENUE**

17. Venue is proper in Dallas County pursuant to Tex. Civ. Prac. & Rem. Code § 15.002 because Dallas County is the county in which all or a substantial part of the events or omissions giving rise to the claims occurred.

18. The Court has subject matter jurisdiction because the amount in controversy exceeds the minimum jurisdictional limits of the Dallas County Courts at Law.

19. The Court has personal jurisdiction over Defendant Roy James Holden, Jr. because Roy James Holden, Jr. is a Texas resident and committed torts, which are the subject of this suit, in whole or in part in Texas.

20. The Court has personal jurisdiction over Defendant Charter Communications, Inc. because Charter Communications, Inc. availed itself of the privileges and benefits of conducting business in Texas and it committed torts, which are the subject of this suit, in whole or in part in Texas.

21. The Court has personal jurisdiction over Defendant Charter Communications Holding Company, LLC because Charter Communications Holding Company, LLC availed itself of the privileges and benefits of conducting business in Texas and it committed torts, which are the subject of

this suit, in whole or in part in Texas.

22. The Court has personal jurisdiction over Defendant Marcus Cable Associates, L.L.C. because Marcus Cable Associates, L.L.C. availed itself of the privileges and benefits of conducting business in Texas and it committed torts, which are the subject of this suit, in whole or in part in Texas.

23. The Court has personal jurisdiction over Defendant Charter Communications VI, LLC because Charter Communications VI, LLC availed itself of the privileges and benefits of conducting business in Texas and it committed torts, which are the subject of this suit, in whole or in part in Texas.

24. The Court has personal jurisdiction over Defendant Charter Fiberlink TX-CCO, LLC because Charter Fiberlink TX-CCO, LLC availed itself of the privileges and benefits of conducting business in Texas and it committed torts, which are the subject of this suit, in whole or in part in Texas.

25. The Court has personal jurisdiction over Defendant Time Warner Cable Information Services (Texas), LLC because Time Warner Cable Information Services (Texas), LLC availed itself of the privileges and benefits of conducting business in Texas and it committed torts, which are the subject of this suit, in whole or in part in Texas.

26. The Court has personal jurisdiction over Defendant Time Warner Cable Business LLC because Defendant Time Warner Cable Business LLC availed itself of the privileges and benefits of conducting business in Texas and

it committed torts, which are the subject of this suit, in whole or in part in Texas.

27. The Court has personal jurisdiction over Defendant Charter Communications, LLC because Defendant Charter Communications, LLC availed itself of the privileges and benefits of conducting business in Texas and it committed torts, which are the subject of this suit, in whole or in part in Texas.

VI. STATEMENT OF FACTS

28. To the extent not inconsistent herewith, Plaintiffs incorporate by reference all of the above facts and paragraphs as if set forth fully herein.

29. Betty Jo McClain Thomas, a vibrant 83-year-old grandmother, was stabbed to death inside her home by Defendant Roy James Holden, Jr. an employee of Defendants Charter Communications, Inc., Charter Communications Holding Company, LLC; Marcus Cable Associates, L.L.C.; Charter Communications VI, LLC; Charter Fiberlink TX-CCO, LLC; Time Warner Cable Information Services (Texas), LLC; Time Warner Cable Business LLC; and Charter Communications, LLC (who are doing business under the name Spectrum) (collectively, “Spectrum” or “Spectrum Defendants”).

30. On or about December 11, 2019, the day before the attack, Defendant Holden had done work for Spectrum at Ms. Thomas's home in response to problems she was having with her bundled phone, TV, and Internet service.

31. Defendant Holden appeared to perform repairs, but the problems were not fixed. The next day, on or about December 12, 2019, Defendant Holden again drove up to Ms. Thomas's home in a Spectrum van.

32. Ms. Thomas greeted Defendant Holden at the door and allowed him inside her home to make the repairs.

33. Defendant Holden then attacked Ms. Thomas, stabbing her multiple times with a sharp object.

34. Defendant Holden also stole Ms. Thomas's wallet and identification.

35. Ms. Thomas's family grew concerned when she failed to show up for a family Christmas and birthday party that night.

36. Family members went to her home to check on her and found Ms. Thomas dead on her living room floor.

37. Defendant Holden was later arrested and charged with capital murder. He has since confessed to murdering Ms. Thomas.

38. Ms. Thomas's senseless, brutal, and preventable death, less than two weeks before Christmas, has devastated her family. The negligent and

wrongful conduct of Spectrum and their employee Defendant Holden was the direct and proximate cause of the serious injuries and death of Betty Jo McClain Thomas. As a result, Plaintiffs have suffered damages within the jurisdictional limits of this Court.

**VII.
ASSAULT BY INFLICTION OF BODILY INJURY –
ROY JAMES HOLDEN, JR.**

39. To the extent not inconsistent herewith, Plaintiffs incorporate by reference all of the above facts and paragraphs as if set forth fully herein.

40. Defendant Roy James Holden, Jr. intentionally, knowingly, and recklessly made contact with Betty Jo McClain Thomas's body including, but not limited to, by stabbing her with a sharp object.

41. Defendant Roy James Holden, Jr.'s contact caused bodily injury to Betty Jo McClain Thomas, resulting in her death.

42. The Spectrum Defendants are jointly and severally liable for the acts and/or omissions of Defendant Roy James Holden, Jr. through the theories of *respondeat superior*, ostensible agency, apparent agency, actual agency, and/or other agency and/or vicarious responsibility principles.

43. At all times, Defendant Roy James Holden, Jr. was acting in the course and scope of his employment with the Spectrum Defendants, who is sued under a theory of vicarious liability for the acts and/or omissions made by Defendant Roy James Holden, Jr.

44. Defendant Roy James Holden, Jr.'s wrongful conduct resulted in the following damages: past and future medical and burial expenses; past and future pain and suffering; past and future mental anguish; past and future lost earning capacity; past and future lost income; past and future loss of household services; past and future loss of consortium; past and future loss of society and companionship; and past and future loss of enjoyment of life. In addition to each of these damages, Plaintiffs also seek prejudgment and post-judgment interest as well as all compensable court costs.

VIII. NEGLIGENCE –SPECTRUM DEFENDANTS

45. To the extent not inconsistent herewith, Plaintiffs incorporate by reference all of the above facts and paragraphs as if set forth fully herein.

46. The Spectrum Defendants had a duty to exercise ordinary care, that is, to do what a person of ordinary prudence would have done under the same or similar circumstances.

47. The Spectrum Defendants did not use that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

48. The Spectrum Defendants breached the duty of care, including but not limited to, the following ways:

- a. In the negligent hiring of Defendant Roy James Holden, Jr.;

- b. In failing to properly investigate Defendant Roy James Holden, Jr.'s criminal history, mental health history, and prior employment history;
- c. In failing to properly train Defendant Roy James Holden, Jr. to work in a safe and prudent manner;
- d. In failing to properly supervise Defendant Roy James Holden, Jr., including to ensure that he would operate the Spectrum Defendants' vehicle in a safe and prudent manner;
- e. In the reckless employment of Defendant Roy James Holden, Jr.;
- f. In failing to implement safety policies and procedures;
- g. In failing to enforce safety policies and procedures;
- h. In failing to promulgate reasonable safety rules for its employees;
- i. In failing to implement an effective company safety policy;
- j. In failing to enforce safety standards;
- k. In failing to supervise and direct safety personnel and managers; and
- l. In failing to monitor company compliance with safety procedures.

49. Each and all of the above foregoing acts, both of omission and commission, were negligent and constituted negligence, and were each and all, independently and/or concurrently the sole proximate cause of the incident and damages to Plaintiffs made the basis of this suit, including past and future medical and burial expenses; past and future pain and suffering; past and future mental anguish; past and future lost earning capacity; past and future lost income; past and future loss of household services; past and future loss of

consortium; past and future loss of society and companionship; and past and future loss of enjoyment of life. In addition to each of these damages, Plaintiffs also seek prejudgment and post-judgment interest as well as all compensable court costs.

IX. NEGLIGENT ENTRUSTMENT--SPECTRUM DEFENDANTS

50. To the extent not inconsistent herewith, Plaintiffs incorporate by reference all of the above facts and paragraphs as if set forth fully herein.

51. The Spectrum Defendants supplied Defendant Roy James Holden, Jr. with the Spectrum van that he drove to and parked outside of Betty Jo McClain Thomas's home, allowing him to enter her home without raising suspicion and then brutally murder her.

52. The Spectrum Defendants knew or should have known that Defendant Roy James Holden, Jr. would use the motor vehicle in a manner involving an unreasonable risk of harm, as described in the paragraphs above.

53. Harm, specifically the death of Betty Jo McClain Thomas and the resulting injuries to Plaintiffs, resulted from Defendant Roy James Holden, Jr.'s use of the motor vehicle, resulting in the following damages to Plaintiffs: past and future medical and burial expenses; past and future pain and suffering; past and future mental anguish; past and future lost earning capacity; past and future lost income; past and future loss of household

services; past and future loss of consortium; past and future loss of society and companionship; and past and future loss of enjoyment of life. In addition to each of these damages, Plaintiffs also seek prejudgment and post-judgment interest as well as all compensable court costs.

**X.
GROSS NEGLIGENCE–SPECTRUM DEFENDANTS**

54. To the extent not inconsistent herewith, Plaintiffs incorporate by reference all of the above facts and paragraphs as if set forth fully herein.

55. The Spectrum Defendants' course of conduct shows a reckless indifference to consequences without the exertion of any substantial effort to avoid them. The Spectrum Defendants acted willfully, wantonly, and/or with reckless disregard to the consequences to Plaintiffs. The Spectrum Defendants' actions and inactions constituted an extreme risk of harm to the public, including Betty Jo McClain Thomas. The Spectrum Defendants had a subjective awareness of this risk and proceeded in spite of the risk with conscious indifference.

56. The Spectrum Defendants, as a result of their conduct, policies, failure to train, failure to investigate, failure to supervise, and other acts and omissions, had subjective knowledge that hiring and retaining Defendant Roy James Holden, Jr. would involve an unreasonable risk of harm to the Spectrum

Defendants' customers and hired and retained him in spite of the extreme risk of harm with conscious indifference.

57. Defendant Roy James Holden, Jr.'s conduct resulted from the actions and inaction of corporate officers, directors and managers of the Spectrum Defendants in one or more of the following respects:

- a. In the negligent hiring of Defendant Roy James Holden, Jr.;
- b. In failing to properly investigate Defendant Roy James Holden, Jr.'s criminal history, mental health history, and prior employment history;
- c. In failing to properly train Defendant Roy James Holden, Jr. to work in a safe and prudent manner;
- d. In failing to properly supervise Defendant Roy James Holden, Jr., including to ensure that he would operate the Spectrum Defendants' vehicle in a safe and prudent manner;
- e. In the reckless employment of Defendant Roy James Holden, Jr.;
- f. In failing to implement safety policies and procedures;
- g. In failing to enforce safety policies and procedures;
- h. In failing to promulgate reasonable safety rules for its employees;
- i. In failing to implement an effective company safety policy;
- j. In failing to enforce safety standards;
- k. In failing to supervise and direct safety personnel and managers;
and
- l. In failing to monitor company compliance with safety procedures.

58. The Spectrum Defendants' acts and/or omissions as described above proximately caused harm to Plaintiffs, which resulted in the following damages: past and future medical and burial expenses; past and future pain and suffering; past and future mental anguish; past and future lost earning capacity; past and future lost income; past and future loss of household services; past and future loss of consortium; past and future loss of society and companionship; and past and future loss of enjoyment of life.

XI. EXEMPLARY DAMAGES

59. To the extent not inconsistent herewith, Plaintiffs incorporate by reference all of the above facts and paragraphs as if set forth fully herein.

60. Defendants acted with gross negligence and malice, which justifies an award of punitive damages under Texas law. The acts or omissions of Defendants constitute gross negligence and malice, as those term are defined in Texas Civil Practice and Remedies Code section 41.001(7), (11).

61. Further, the limit on exemplary damages in Texas Civil Practice and Remedies Code section 41.008 does not apply because Plaintiffs seek recovery of exemplary damages based on conduct described as a felony in Texas Penal Code section 19.02, murder, and Texas Penal Code section 19.03, capital murder.

62. Additionally, the limit on exemplary damages in Texas Civil Practice and Remedies Code section 41.008 does not apply because Plaintiffs seek recovery of exemplary damages based on conduct described as a felony in Texas Penal Code section 32.46, securing execution of a document by deception. Specifically, Defendants, with the intent to defraud or harm a person, by deception, caused another to sign or execute a document affecting property or service or the pecuniary interest of a person, namely, the services agreement with the Spectrum Defendants.

63. The grossly negligent and malicious acts and/or omissions of Defendants were a proximate cause of actual damages to Plaintiffs in an amount within the jurisdictional limits of this Court, for which Plaintiffs seek judgment.

XII. JURY DEMAND

64. Plaintiffs respectfully request that the trial of this cause be by jury, and Plaintiffs will tender the requisite fee.

XIII. REQUEST FOR DISCLOSURES

65. Pursuant to Texas Rule of Civil Procedure 194, Plaintiffs request that Defendants disclose within fifty (50) days of service of this request, the information and/or material described in Rule 194.2.

XIV. PRAYER

66. For these reasons, Plaintiffs ask that the court issue citation for Defendants to appear and answer, and that Plaintiffs be awarded a judgment against Defendants for the following:

- (1) Past and future medical and burial expenses;
- (2) Past and future pain and suffering;
- (3) Past and future mental anguish;
- (4) Past and future lost earning capacity;
- (5) Past and future lost income;
- (6) Past and future loss of household services;
- (7) Past and future loss of consortium;
- (8) Past and future loss of society and companionship;
- (9) Past and future loss of enjoyment of life;
- (10) All other economic damages allowed by law;
- (11) Exemplary damages;
- (12) Prejudgment and post-judgment interest at the maximum rate allowable by law;
- (13) Costs of Court; and
- (14) All other relief to which Plaintiffs may be justly entitled, at law or in equity.

Dated the 1st day of July, 2020.

Respectfully submitted,

By: /s/ Christopher Hamilton

Christopher S. Hamilton

State Bar No. 24046013

chamilton@hamiltonwingo.com

Ray T. Khirallah, Jr.

State Bar No. 24060091

rkhirallah@hamiltonwingo.com

Andrea L. Fitzgerald

State Bar No. 24081982

afitzgerald@hamiltonwingo.com

HAMILTON WINGO, LLP

325 N. St. Paul Street, Suite 3300

Dallas, Texas 75201

Telephone: (214) 234-7900

Facsimile: (214) 234-7300

and

LAW OFFICES OF BRAD JACKSON

Brad Jackson

State Bar No. 10496460

brad@bradjackson.com

Cheryl L. Mann, Of Counsel

State Bar Card No. 00794220

cheryl@bradjackson.com

3701 Turtle Creek Boulevard, Suite 12G

Dallas, Texas 75219

Telephone: (214) 526-7800

Facsimile: (214) 526-1955

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of ***Plaintiffs' Second Amended Petition, Jury Demand and Request for Disclosure*** was served on the following counsel of record on the 1st day of July, 2020.

<p>Andrew Soule FISHMAN JACKSON RONQUILLO, PLLC 13155 Noel Road Suite 700, LB 13 Dallas, Texas 75240 Facsimile: (972) 419-5501 asoule@fjrpllc.com</p> <p><i>Attorney for Defendants Charter Communications, Inc.; Charter Communications Holding Company, LLC; Marcus Cable Associates, LLC; Charter Communications VI, LLC; Charter Fiberlink TX-CCO, LLC; Time Warner Cable Information Services (Texas), LLC; and Time Warner Cable Business LLC</i></p>	<p>OVERNIGHT DELIVERY _____ CERTIFIED MAIL _____ ELECTRONIC MAIL &/OR E-FILE ____X____ FACSIMILE _____ FIRST CLASS MAIL _____</p>
<p>Brent W. Martinelli QUINTAIROS, PRIETO, WOOD & BOYER, P.A. 1700 Pacific Avenue, Suite 4545 Dallas, Texas 75201 Facsimile: (214) 754-8744 Brent.martinelli@qpwbllaw.com</p> <p><i>Attorney for Defendant Roy James Holden, Jr.</i></p>	<p>OVERNIGHT DELIVERY _____ CERTIFIED MAIL _____ ELECTRONIC MAIL &/OR E-FILE ____X____ FACSIMILE _____ FIRST CLASS MAIL _____</p>

/s/ Ray T. Khirallah, Jr.
Ray T. Khirallah, Jr.

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Daphne Grier-Payne on behalf of Christopher Hamilton
Bar No. 24046013
dpayne@hamiltonwingo.com
Envelope ID: 44181203
Status as of 07/01/2020 11:25:14 AM -05:00

Associated Case Party: WILLIAM GOFF

Name	BarNumber	Email	TimestampSubmitted	Status
clerk clerk		clerk@hamiltonwingo.com	7/1/2020 11:11:47 AM	SENT
Christopher S.Hamilton		chamilton@hamiltonwingo.com	7/1/2020 11:11:47 AM	SENT
Brad Jackson		brad@bradjackson.com	7/1/2020 11:11:47 AM	SENT
Andrea L.Fitzgerald		afitzgerald@hamiltonwingo.com	7/1/2020 11:11:47 AM	SENT
Ray T.Khirallah Jr.		rkhirallah@hamiltonwingo.com	7/1/2020 11:11:47 AM	SENT
Cheryl L.Mann		cheryl@bradjackson.com	7/1/2020 11:11:47 AM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Lisa Crook		lisa@bradjackson.com	7/1/2020 11:11:47 AM	SENT
DAPHNE GRIER-PAYNE		DPAYNE@HAMILTONWINGO.COM	7/1/2020 11:11:47 AM	SENT

Associated Case Party: ROYJAMESHOLDEN

Name	BarNumber	Email	TimestampSubmitted	Status
Brent W.Martinelli		brent.martinelli@qpwbllaw.com	7/1/2020 11:11:47 AM	SENT

Associated Case Party: CHARTER COMMUNICATIONS, INC.

Name	BarNumber	Email	TimestampSubmitted	Status
Andrew Soule		asoule@fjrpllc.com	7/1/2020 11:11:47 AM	SENT