

CAUSE NO. CC-20-01579-E

WILLIAM GOFF as Personal	§	IN THE COUNTY COURT
Representative of BETTY JO	§	
MCCLAIN THOMAS, deceased;	§	
CHRISTOPHER THOMAS, as	§	
Guardian of CHARLES THOMAS;	§	
CINDY RINGNESS; CHERYL GOFF;	§	
and CHARLOTTE GLOVER,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	AT LAW NO. 5
	§	
ROY HAMES HOLDEN, JR.	§	
and CHARTER COMMUNICATIONS,	§	
LLC,	§	
	§	
Defendants.	§	DALLAS COUNTY, TEXAS

**PLAINTIFFS’ SEVENTH AMENDED PETITION
AND JURY DEMAND**

COME NOW, William Goff as Personal Representative of Betty Jo McClain Thomas, deceased; Christopher Thomas, as Guardian of Charles Thomas; Cindy Ringness; Cheryl Goff; and Charlotte Glover (“Plaintiffs”) and file this Seventh Amended Petition, Jury Demand, and Request for Disclosure against Defendants Roy James Holden, Jr. (“Holden”) and Charter Communications, LLC (“Charter/Spectrum”) and allege as follows:

**I.
INTRODUCTION**

1. 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 Charter/Spectrum employee. On December 12, 2019, Roy James Holden, Jr. pulled up to Betty Jo McClain Thomas's home in his official Spectrum-labeled company van and walked up to the door. Ms. Thomas politely greeted Holden at the door and allowed him inside to make repairs. Unbeknownst to the customer, Holden was not officially clocked in at Charter/Spectrum—despite the fact that he was driving the official Spectrum-labeled company van and using the company phone for service calls and company tools for the work. Later that evening, Ms. Thomas's family found her body inside her home. She had been robbed and brutally stabbed to death with a sharp object by the Charter/Spectrum employee. This case seeks to hold both Charter/Spectrum and Holden accountable for the gruesome, preventable bloodshed they have caused.

II. DISCOVERY CONTROL PLAN

2. 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

3. 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

4. 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 Ms. Thomas's grandson.

5. Plaintiff Christopher Thomas, as Guardian of Charles Thomas, is an individual residing in Florida. Charles Thomas has been determined to be incapacitated by the Circuit Court for the 18th Judicial Circuit in and for Brevard County, Florida, and Plaintiff Christopher Thomas has been appointed Plenary Guardian of Person and Property of Charles Thomas. The last three digits of Christopher Thomas's social security identification number are 151 and the last three digits of his driver's license number are 460 (Florida). Charles Thomas is Ms. Thomas's son.

6. 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 Ms. Thomas's daughter.

7. 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 Ms. Thomas's daughter.

8. 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 Ms. Thomas's daughter.

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

10. 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 through its attorney of record.

V. JURISDICTION AND VENUE

11. 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.

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

VI. STATEMENT OF FACTS

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

14. Eighty-three-year-old Betty Jo McClain Thomas was stabbed to death inside her home by Roy James Holden, Jr., an employee of Charter Communications, LLC (doing business under the name Spectrum) (“Charter/Spectrum”).

15. On or about December 11, 2019, the day before the murder, Holden had done work for Charter/Spectrum at Ms. Thomas’s home.

16. When Holden showed up at Ms. Thomas’s home for service on December 11, 2019, he forged her electronic signature on a Spectrum work order that referenced terms of service to which Ms. Thomas had not previously agreed.

17. The next day, on or about December 12, 2019, Holden again drove up to Ms. Thomas’s home in his official Spectrum-labeled company van. Ms. Thomas greeted Holden at the door and allowed him inside her home to make repairs. Unbeknownst to Ms. Thomas, Holden was not actually clocked in at Charter/Spectrum, despite the fact that he was allowed to drive the Spectrum-labeled company van to her home.

18. Once inside, Holden attacked Ms. Thomas, stabbing her multiple times with a sharp object. Holden also stole Ms. Thomas's credit cards and identification.

19. When Ms. Thomas failed to show up for a family Christmas and birthday party that night, her family became concerned. Family members went to her home to check on her and found Ms. Thomas dead on her living room floor.

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

21. Discovery has shown that Holden was under a six-month written disciplinary action with Charter/Spectrum at the time of the murder—which Charter/Spectrum concealed from the police investigating the heinous, preventable crime. As of the time of this filing, Charter/Spectrum still refuses to produce all of the underlying documentation and communications establishing the scope of the prior misconduct of Holden and Charter/Spectrum's knowledge of it. However, based on evidence from a pattern of prior cases involving theft and brutal violence on customers and innocent members of the public by Charter/Spectrum's agents, it is apparent that the company had prior complaints on Holden that led to the disciplinary action, and that Holden had exhibited a prolonged pattern of concerning

behavior beginning before the time he was hired in 2018 and continuing throughout the entire period of his employment.

22. Despite being under a written disciplinary action and regularly using his company van for illegitimate and illegal purposes, Holden was permitted to access and use the Spectrum-labeled company van to gain access to Ms. Thomas's home, even though he was not clocked in on the date of the murder. Charter/Spectrum's written policies prohibit off-duty use of company vehicles because the company knows that the vehicles facilitate access into our homes and other crimes. But Charter/Spectrum refuses to enforce those policies or take other reasonable steps to prevent unauthorized use of company vehicles and protect the unwitting public from preventable violence and death.

23. After the police department obtained a warrant within six days of the murder that included the right to obtain from Charter/Spectrum all video surveillance of Holden on the date of the murder, Charter/Spectrum intentionally deleted both of the videos that showed Holden gaining access to and driving away with the company van—destroying the only evidence that would show who, if anyone, was with Holden and how he was able to obtain the van from Charter/Spectrum's secure lot, while he was off duty.

24. Furthermore, discovery has shown that Holden fabricated his prior employment history when he applied to Charter/Spectrum for the second time in 2018. Charter/Spectrum's HR Director admitted that it failed to run the

employment verification required by its own written policies. The HR Director also admitted that had Charter/Spectrum run the required employment verification, it would have exposed Holden's dishonesty and red flags, and would have disqualified him from employment. The HR Director further admitted that Charter/Spectrum had in its own files sufficient documentation to determine that Holden was disqualified from employment as a field tech due to a pattern of dishonesty. However, Charter/Spectrum hired Holden anyway and began sending him into the homes of unwitting customers across North Texas.

25. Prior murdering Ms. Thomas, Holden had exhibited a pattern of stealing credit card and personal financial information from elderly female customers of Charter/Spectrum and using customers' credit cards to buy things for himself.

26. In the months before the murder, Holden's behavior became increasingly bizarre, including repeated, documented sexual harassment of female co-workers, and repeatedly showing known warning signs of violent behavior, including disregard for safety, health or hygiene, evidence of serious stress or desperation over financial and family problems, and extreme changes in behavior.

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

negligent and wrongful conduct of Charter/Spectrum and its employee Holden were the direct and proximate cause of the serious injuries and death of Ms. 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.

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

30. Holden's contact caused bodily injury to Betty Jo McClain Thomas, resulting in her death.

31. Holden's wrongful conduct resulted in the following damages: past and future pain and suffering; past and future mental anguish; past and future pecuniary loss; past and future medical and psychiatric expenses; 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.

32. Plaintiffs plead joint and several liability as to Charter/Spectrum.

VIII.
NEGLIGENCE – CHARTER/SPECTRUM

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

34. Charter/Spectrum 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.

35. Charter/Spectrum did not use that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

36. Charter/Spectrum breached the duty of care, including but not limited to, the following ways:

- a. In the negligent hiring of Holden;
- b. In failing to properly investigate Holden criminal history, mental health history, and prior employment history;
- c. In failing to properly supervise Holden;
- d. In failing to properly monitor Holden, including to ensure that he was not using the company van for illegal purposes while not on duty;
- e. In the reckless employment of Holden;
- 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;
- l. In failing to monitor company compliance with safety policies and procedures; and
- m. In failing to reasonably protect innocent third parties like Ms. Thomas after Holden was showing and put in writing to upper management known warning signs of violence.

37. 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 pain and suffering; past and future mental anguish; past and future pecuniary loss; past and future medical and psychiatric expenses; 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 UNDERTAKING – CHARTER/SPECTRUM

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

39. Charter/Spectrum undertook to render services to another that it knew or should have known were necessary for the protection of the third person, including but not limited to performing adequate background checks and employment verifications of employees who enter customer homes unsupervised and monitoring those employees for signs of known violence that the company was aware of as a result of industry standards and other similar incidents (including dishonesty, unauthorized use of company vehicles and a known pattern of repeat visits to customer homes).

40. Charter/Spectrum's failure to exercise reasonable care to perform the undertaking increased the risk of physical harm to customers, who permit Charter/Spectrum field technicians to enter their own homes unsupervised.

41. Charter/Spectrum customers like Ms. Thomas rely on the undertaking of these duties by Charter/Spectrum.

42. Charter/Spectrum's negligent undertaking caused Plaintiffs to suffer serious injury and damages, including past and future pain and suffering; past and future mental anguish; past and future pecuniary loss; past and future medical and psychiatric expenses; 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 – CHARTER/SPECTRUM

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

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

45. Charter/Spectrum, as a result of its conduct, policies, failure to train, failure to investigate, failure to supervise, and other acts and omissions, had subjective knowledge that hiring and retaining and allowing Holden to enter customers' homes unsupervised after showing known warning signs of violence would involve an unreasonable risk of harm to Charter/Spectrum's customers. Charter/Spectrum hired, retained, and allowed him to enter customers' homes unsupervised in spite of the extreme risk of harm with conscious indifference.

46. Holden's conduct resulted from the actions and inaction of corporate officers, directors and managers of Charter/Spectrum in one or more of the following respects:

- a. In the negligent hiring of Holden;
- b. In failing to properly investigate Holden's criminal history, mental health history, and prior employment history;
- c. In failing to properly supervise Holden;
- d. In failing to properly monitor Holden, including to ensure that he was not using the company van for illegal purposes while not on duty;
- e. In the reckless employment of Holden;
- 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;
- l. In failing to monitor company compliance with safety policies and procedures;
- m. In entrusting Holden with the Spectrum van; and
- n. In forging multiple writings in violation of Tex. Penal Code § 32.21; fraudulently securing a document by deception in violation of Tex. Penal Code § 32.46; and fraudulent destruction, removal or concealment of writing in violation of Tex. Penal Code § 32.47.

47. Charter/Spectrum's acts and/or omissions as described above proximately caused harm to Plaintiffs, which resulted in the following damages: past and future pain and suffering; past and future mental anguish; past and future pecuniary loss; past and future medical and psychiatric expenses; 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

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

49. 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).

50. 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.

51. 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.

52. 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 32.21, forgery. Specifically, Defendants, with the intent to defraud or harm another, forged a writing so that it purports to be the act of another who did not authorize that act and/or a copy of an original where no such original existed, namely, the services agreement.

53. 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 22.04, injury to an elderly individual.

54. 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 32.47, fraudulent destruction, removal, or concealment of writing.

55. 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

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

XIII. DEFENSES AND AFFIRMATIVE DEFENSES

57. On March 3, 2021, Charter/Spectrum for the first time filed a motion to compel arbitration, attaching multiple, blatant forgeries in an effort to conceal the facts of this case from the public, and to delay and hinder discovery of further damaging evidence of the Charter/Spectrum's illegal and dangerous behavior. While Charter/Spectrum has waived any right to a purported right to arbitration, in an abundance of caution, Plaintiffs assert the following defenses and affirmative defenses to arbitration as well as its defense of limitation of liability, including, but not limited to:

- a. Forgery;
- b. Fraud;
- c. Fraudulent Inducement;
- d. Unclean Hands;

- e. Equitable Estoppel;
- f. Impossibility;
- g. Equitable Tolling;
- h. Waiver;
- i. Unconscionability; and
- j. No agreement to arbitrate or limit liability for Plaintiffs' claims.

**XIV.
PRAYER**

58. 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 pecuniary loss;
- (2) Past and future pain and suffering and fear of impending death;
- (3) Past and future mental anguish;
- (4) Past and future loss of consortium;
- (5) Past and future loss of society and companionship;
- (6) Past and future loss of enjoyment of life;
- (7) All other economic damages allowed by law;
- (8) Exemplary damages without cap or limitation;
- (9) Prejudgment and post-judgment interest at the maximum rate allowable by law;
- (10) Costs of Court; and

(11) All other relief to which Plaintiffs may be justly entitled, at law or in equity.

Dated the 15th day of April, 2022.

Respectfully submitted,

By: */s/ Ray T. Khirallah, Jr.*

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of *Plaintiffs' Seventh Amended Petition and Jury Demand* was served on the following counsel of record on the 15th day of April, 2022.

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/s/ Ray T. Khirallah, Jr.
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