

CAUSE NO. _____

VALERIE REDUS, INDIVIDUALLY, AND	§	IN THE DISTRICT COURT
AND ROBERT M. REDUS, INDIVIDUALLY	§	
AND AS ADMINISTRATOR OF THE ESTATE	§	
OF ROBERT CAMERON REDUS	§	
	§	OF BEXAR COUNTY,
TEXAS		
V.	§	
	§	
UNIVERSITY OF INCARNATE WORD	§	
AND CHRISTOPHER CARTER	§	____ JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

VALERIE REDUS, INDIVIDUALLY, AND ROBERT M. REDUS, INDIVIDUALLY, AND AS ADMINISTRATOR OF THE ESTATE OF ROBERT CAMERON REDUS (“CAMERON REDUS”), file this original petition complaining of UNIVERSITY OF THE INCARNATE WORD (“UIW”) AND CHRISTOPHER CARTER (“CARTER”) and for cause of action would respectfully show the Court and Jury as follows:

I. DISCOVERY CONTROL PLAN

1.1 Pursuant to Tex. R. Civ. P. 190.4, plaintiffs move the Court for a Level 3 Discovery Control Plan.

II. PARTIES

2.1 Plaintiffs are Texas residents.

2.2 University of the Incarnate Word is a Texas nonprofit corporation with its principal office located at 4301 Broadway, San Antonio, Texas in Bexar County. Pursuant to a written agreement, UIW may be served with process by serving attorneys, Laurence S. Kurth and Renee McElhaney, at Beirne, Maynard & Parsons, LLP, 112 East Pecan Street, Suite 2750, San Antonio, TX 78205 or wherever they may be found.

2.3 Christopher J. Carter is an individual residing in Bexar County, Texas. Pursuant to a written agreement, he may be served with process by serving attorneys, Laurence S. Kurth and Renee McElhaney, at Beirne, Maynard & Parsons, LLP, 112 East Pecan Street, Suite 2750, San Antonio, TX 78205 or wherever he may be found.

III. VENUE AND JURISDICTION

3.1 Venue is proper in Bexar County, Texas under Tex. Civ. Prac. & Rem. Code § 15.002(a)(1)-(3) because all or a substantial part of the events or omissions giving rise to the claims made the basis of this lawsuit occurred in Bexar County, Texas and because both defendants are residents of Bexar County, Texas.

3.2 This Court has personal jurisdiction over all parties, who are Texas residents, and subject matter jurisdiction because plaintiffs' damages exceed the minimum jurisdictional limits of this Court.

IV. FACTUAL BACKGROUND

4.1. On Thursday evening, December 5, 2013, Cameron Redus finished classes at the UIW campus and left to meet friends and celebrate the end of the semester by exchanging gifts at a local restaurant. After spending the evening with friends at a restaurant and other establishments, he left the Brass Monkey at 2702 N. St. Mary's about 1:30 a.m. on Friday, December 6. He proceeded to drive his Ford Ranger pickup to his residence at the Treehouse Apartments at 101 Arcadia Place in Alamo Heights. During the evening, he did not return to the UIW campus.

4.2. Cameron was driving northward on Broadway when Cpl. Christopher J. Carter of the UIW Campus Police began following him. According to published reports, Carter was

on duty at the campus, had gone to purchase food at Whataburger at 3130 Broadway, and was also driving northward on Broadway. Carter did not attempt to stop Cameron on Broadway. Cameron arrived at the Treehouse Apartments without incident and parked and locked his car.

4.3. Carter, without justification, initiated a verbal confrontation in the parking lot that became an altercation. Carter ended the altercation by discharging six bullets from his gun at the unarmed Cameron. Five of the bullets struck Cameron, killing him. Two of the shots, one through his left eye and another in his back, were judge to be fatal by the Bexar County Medical Examiner. Both were from close range and left stippling on Cameron's face and back. Alamo Height Police Officers found Cameron with his back on the tops of his legs as if he had been in a kneeling position. The fatal entry wounds indicate that Cameron was in submissive position when Christopher Carter discharged his weapon for the last time. Immediately after the Alamo Heights Police arrived, Carter called his attorney.

4.4. Neither Cameron Redus nor Christopher Carter were on the UIW campus at any time during the events leading to Cameron's death. At no time during these events was Christopher Carter performing duties assigned to him by UIW that were consistent with its educational mission.

V. NEGLIGENCE AND GROSS NEGLIGENCE OF UIW

5.1 Defendant University of the Incarnate Word had a duty to exercise reasonable care in the hiring, training and employment of its police officers. UIW recklessly failed to exercise reasonable care in hiring, training, supervising and retaining defendant Carter by failing to ensure that he had the necessary training, understanding, and skill one would expect

from someone hired as a campus police officer. UIW's reckless conduct was a breach of duty and a proximate cause of the injuries sustained by plaintiffs.

5.2 Cameron Redus would be alive if UIW had adequately trained and supervised defendant Carter. UIW had notice that Carter lacked knowledge of the standards and requirements for his work and that he posed a risk or danger to others, yet failed to take steps to limit these risks. Liability is imputed to UIW under the doctrine of *res ipsa loquitur* because the incident could not have happened in the absence of UIW's negligence and gross negligence.

5.3 UIW acted with reckless disregard for the safety of the public, most notably Robert Cameron Redus, by not properly hiring, training and supervising its police department and the campus police officers.

VI. NEGLIGENCE, NEGLIGENCE PER SE AND GROSS NEGLIGENCE OF CARTER

6.1 Christopher Carter used excessive force when he shot Cameron Redus, an unarmed man. Even though Cameron Redus posed no threat to Christopher Carter, he recklessly shot him five times, including two shots from sufficiently close range to leave stippling on Cameron's skin.

6.2 Upon information and belief, Carter violated UIW's deadly force policy. In the alternative, Carter acted pursuant to an arrest or used excessive force pursuant to a policy, habit, custom and/or practice of UIW promulgated by UIW's Police Department which allowed unnecessary force to be used in the apprehension of decedent Cameron Redus. As a result of the unwarranted use of excessive force, Cameron Redus suffered fatal injuries leaving his parents without a son and four siblings without a brother.

6.3 Alternatively, Carter was acting at all times under the direction and control of UIW. UIW acts through its Chief of Police, Supervisors, Agents, Officers, President, and Trustees, who are responsible for establishing UIW's policies for its officers and operations. Carter was acting pursuant to official policy or the practice, custom, and usage of UIW at all times. UIW directly or indirectly approved or ratified the unlawful, deliberate, malicious, reckless, and wanton conduct of Carter.

6.4 Alternatively and in addition, Christopher Carter violated one or more section of Chapter 19 of the Texas Penal Code.

VII. RESPONDEAT SUPERIOR

7.1 UIW is responsible for the actions of Christopher Carter under the doctrine of respondeat superior. Cameron Redus was fatally shot by Carter, who used excessive force. Carter was a UIW employee who was acting in the scope of his employment when he committed the acts described above.

VIII. WRONGFUL DEATH

8.1 Plaintiffs bring this wrongful death action pursuant to Tex. Civ. Prac. & Rem. Code § 71.002. Cameron Redus was a student, employee, son, brother, friend, and entrepreneur at the time of his death. During his short time in this life, he brought incalculable joy to plaintiffs' lives as well as to amongst others. He was the son of plaintiffs Robert M. Redus and Valerie Redus. Plaintiffs have experienced the one loss that is every family member's greatest fear: They have buried their beloved son.

8.2 Plaintiffs have suffered, and will continue to suffer, a loss of consortium and damage to the child/parent relationship, including the loss of love, affection, solace, comfort,

companionship, society, assistance, and emotional support from their son as a proximate result of defendants' negligence.

8.3 As a proximate cause of defendants' negligence, plaintiffs have suffered severe mental depression and anguish, grief, and sorrow as a result of Cameron's death, and in all reasonable probability will continue to suffer indefinitely into the future.

8.4 Plaintiffs also suffered pecuniary loss and loss of inheritance due to the death of Cameron Redus that defendants' proximately caused.

IX. SURVIVAL ACTION

9.1 Plaintiffs bring this survival action in their capacity as the legal heirs of decedent pursuant to Tex. Civ. Prac. & Rem. Code § 71.021. Defendants' negligent acts were a proximate cause of tremendous conscious pain, suffering, terror, mental anguish to Cameron Redus preceding his eventual death. The estate of Cameron Redus is entitled to recover damages for:

1. Cameron Redus's conscious physical pain and suffering suffered by prior to his death;
2. His conscious mental anguish suffered prior to his death; and
3. Funeral and burial expenses for Cameron Redus.

X. CONDITIONS PRECEDENT

10.1 All conditions precedent have been performed or have occurred, notice has been given to Defendants.

XI. EXEMPLARY DAMAGES

11.1 Plaintiffs' injuries resulted from defendants' gross negligence, which entitles plaintiffs to exemplary damages under Tex. Civ. Prac. & Rem. Code § 41.003(a).

11.2 Defendants acted with reckless disregard for the safety of the public, most notably Cameron Redus.

11.3 Furthermore, exemplary damages are recoverable under Tex. Civ. Prac. & Rem. Code § 71.021 as part of the survival action brought by the Estate of Cameron Redus because Cameron, had he lived, would have been able to recover exemplary damages.

XII. PRESERVING EVIDENCE

12.1 Plaintiffs request and demand that defendants preserve and maintain all evidence pertaining to any claim or defense related to the incident made the basis of this lawsuit or the damages resulting therefrom, including statements, photographs, videotapes, audiotapes, surveillance or security tapes or information, business or medical records, incident reports, tenant files, periodic reports, financial statements, bills, telephone call slips or records, estimates, invoices, checks, measurements, correspondence, facsimiles, email, voice mail, text messages, and any electronic image or information related to the referenced incident or damages. Failure to maintain such items will constitute “spoliation” of the evidence.

XIII. REQUEST FOR DISCLOSURES

13.1 Pursuant to Tex. R. Civ. P. 194, defendants are requested to disclose the information and material described in Rule 194.2 within fifty days of the service of this request.

XIV. DISCOVERY REQUESTS

14.1 Plaintiffs serve on defendants the attached discovery requests in accordance with Tex. R. Civ. P. 196. Defendants have 50 days from the date of service to respond to these requests.

PRAYER

WHEREFORE, PREMISES CONSIDERED, plaintiffs pray that defendants be cited to appear and answer herein and that upon final trial and other hearing of this cause, plaintiffs recover damages from defendants in accordance with the evidence, including economic damages, non-economic damages and exemplary damages as the jury deems them deserving; that plaintiffs recover costs of court herein expended; that plaintiffs recover interest to which they are justly entitled under the law, both prejudgment and post judgment; and for such other further relief, both general and special, both in law and in equity, to which plaintiffs may be justly entitled.

Respectfully submitted,

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