

**CAUSE NO. 22-CV-0220**

**JEROME KARAM** § **IN THE DISTRICT COURT OF**  
**V.** § **GALVESTON COUNTY, TEXAS**  
**ASHLYN PAIGE MOORE** § **405<sup>th</sup> JUDICIAL DISTRICT**

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**DEFENDANT’S FIRST AMENDED ANSWER AND COUNTERCLAIMS AND THIRD  
PARTY PETITION**

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TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Defendant Ashlyn Paige Moore (herein referred to as “Moore,” “Defendant,” or “Defendant-Counter Plaintiff”), who files this First Amended Answer and Counterclaims, and would show this Court the following:

**A. INTRODUCTION**

Jerome Karam is a real estate titan in Galveston County, Texas and beyond. He has amassed an empire of projects and developments all across the country. He is the largest landowner in the County. He is a business icon. He is a public figure. He is also a sexual predator.

Jerome Karam molested Ashlyn Moore, a waitress at one of his many establishments, in a closed, remote area of a gym he owns. When she tried to tell her story to the police and the public, Karam sued this young single mother for *\$100 million dollars*, and demanded a Court force her into silence. This was criminal, it was cowardice, and it was wrong.

**B. GENERAL DENIAL**

1. Subject to such stipulations and admissions as may hereafter be made, Defendant Moore asserts a general denial as is authorized by Rule 92 of the Texas Rules of Civil Procedure. Defendant Moore respectfully requests that Plaintiff Karam be required to prove the charges and

allegations against Defendant by a preponderance of the evidence as is required by the constitution and laws of the State of Texas.

2. Defendant asserts that any and all statements of fact made by her were truthful in all respects.

3. Defendant respectfully reserves the right at this time to amend this Answer to the Plaintiff's allegations after further investigation, including the addition of any appropriate counterclaims.

### **C. COUNTERCLAIMS AND THIRD-PARTY PETITION**

4. As a result of the lawsuit brought by Karam against her, Defendant Moore submits these causes of action as Counterclaims against Karam in this matter. As Counter-Plaintiff, Moore alleges the following claims against Karam, as well as against Third-Party Defendant JMK5 Holdings, LLC.

#### ***SEXUAL ASSAULT, ASSAULT, AND BATTERY (KARAM)***

5. Moore re-alleges each aforementioned allegation as if fully incorporated below.

6. The acts committed by Karam constitute assault. Karam's actions resulted in harmful and offensive contact with Plaintiff.

#### ***NEGLIGENCE AND GROSS NEGLIGENCE (KARAM AND JMK5 HOLDINGS, LLC)***

7. Moore re-alleges each aforementioned allegation as if fully incorporated below.

8. Karam and JMK5 Holdings owed a duty of reasonable care to Moore. Karam and JMK5 Holdings breached this duty in several ways, including but not limited to, the following:

- a. Failing to exercise reasonable care;
- b. Failing to properly screen, retain, hire, train, and/or supervise;

- c. Failing to promulgate effective safety policies;
- d. Failing to properly investigate;
- e. Failing to restrict Karam's continued access to female employees, despite failing to adequately investigate, regulate, monitor, and/or supervise him;
- f. Failing to report, warn and/or notify; and
- g. Failing to ensure safety policies and procedures were enforced and/or followed.

9. Karam and JMK5 Holdings had actual subjective awareness of the risk involved, but nevertheless proceeded in conscious indifference to the rights, safety, and/or welfare of others, including Moore.

***AGENCY, RESPONDEAT SUPERIOR AND VICARIOUS LIABILITY***

10. Moore re-alleges each aforementioned allegation as if fully incorporated below.

11. Karam and JMK5 Holdings are responsible for the conduct of their officers, employees, and/or agents due to the relationship that existed, among other acts and omissions of negligence which may be shown during the trial of this cause.

**D. SERVICE OF PARTIES**

12. Karam initiated this lawsuit. This pleading—the First Amended Answer and Counterclaims—is properly served upon Karam by serving his counsel in this matter.

13. Third-Party Defendant JMK5 Holdings, LLC is a domestic limited liability company doing business, and headquartered, in Texas. JMK5 Holdings, LLC may be served through its registered agent: Jerome M. Karam, 308 W. Parkwood Ave., Ste 104-A, Friendswood, TX 77546. Citation is requested for JMK5 Holdings, LLC.

**E. FACTUAL BACKGROUND**

14. This case involves an extremely powerful and well-connected businessman in the Houston and Galveston area, who has abused his position of authority. Defendant Jerome M. Karam uses a business entity JMK5 Holdings, LLC as a means to shield his corporate enterprises, but it is the alter ego and completely controlled by Jerome M. Karam.

15. Karam brags that he has significant real estate holdings. Karam has stated in numerous news articles that he has owns more property than anyone else does in Galveston County. His website sets forth his sizeable wealth, holdings, and accomplishments.

For nearly 20 years, Karam has purchased, renovated, and profitably sold hundreds of millions of dollars in real estate. Since Founding JMK5 Holdings, LLC, Karam has built an additional 29 entities whose current holdings are located in Texas and Louisiana.

16. In his First Amended Petition, Karam expressly stated he seeks monetary relief of **\$100 million** from Moore. To be clear, a sexual predator filed a \$100 million lawsuit against his victim, adding onto the mental trauma he already subjected on her. Suing someone you have sexually assaulted is essentially the point of no return.

17. The sexual assaulted occurred on January 31, 2022. Karam sexually assaulted Moore at Karam and JMK5 Holdings, LLC's The World Gym in Texas City,. On that day, Karam approached Moore as she was working out at the machines on the gym floor. Karam was known to Moore as the owner of the restaurant and bar where she worked. Though she was not on duty, she knew she was dealing with the person who was her ultimate boss and employer. Karam indicated he wanted to show Moore the massage therapy offices at the gym. Karam walked Moore to a closed-door hallway of mostly empty offices, far away and out of earshot from any other patron or employee of the gym. While there, Karam began making inappropriate comments to Moore. Karam instructed her to wait in the area, and that he would return shortly. Nervous about

her very awkward situation, Moore called her mother to tell her that Karam was “a creep” and a “weirdo.” Upon his return, Karam then led Moore to the cryo-chamber, instructing her to get into it. He closed the door and indicated he wanted a surprise when he opened the door. When he opened it, Karam expressed his disappointment that Moore was still clothed, and demanded she take off her clothes. Moore said no. Karam would not step aside from the door of the cryo-chamber, which was the only way to exit. Gripped with fear, Moore remained in the cryo-chamber while Karam began groping her, outside of her clothing. Karam pulled out cash and then put it into Moore’s clothes. Karam began groping Moore inside of her clothing, ultimately touching her breasts, buttocks, and placing his finger on and around her anus without her consent.

18. Moore was in shock, having just been violated. As soon as she left the gym and got into her vehicle, Moore erupted into tears and called her mother and her friend to inform them of what transpired. It took some time to actually process what had happened to her, and she needed the advice of her loved ones. That evening, Moore informed her boyfriend and her father of what happened. Moore and her family contacted the police and the next morning Moore went to the local police department to press charges.

19. Moore took her claim to the Texas City Police Department. Within only *seven days*, the police informed Moore that it would not be pressing charges. Karam was one of the county’s most prominent citizens, and the Texas City Police Department was now housing a new substation ***in Karam’s development*** – the Mainland City Center. Knowing that Karam was out there and could be doing the same to other women, Moore spoke out on social media with a message in a group chat of young women who worked for Karam, warning them to never be alone in his presence. She felt the need to do so as a warning others.

20. By way of his lawsuit against Moore, Karam has essentially painted the picture that Moore has fabricated what occurred. In an attempt to discredit Moore, Karam *swears* in his Verified Petition that he has never assaulted anyone else.

21. Several of Karam's businesses, and those in charge of those businesses, were aware of Karam's sexual proclivities. Despite this, many were too afraid to put a stop to his predatory behavior, instead allowing his actions to continue for years. Numerous complaints of Karam's misconduct failed to lead to any disciplinary actions or corrective actions. His managers and/or human resources department were forced to turn a blind eye to each claim.

22. One of those human resources managers quit within two weeks of Karam's assault of Moore. The human resources manager contacted Moore, indicating that the guilt was killing her, as what Moore described had occurred to "many other women before you [Moore]."

23. Karam has expressly stated that Moore's allegations cannot possibly be true and have now somehow defamed him. This pleading details the below instances only to demonstrate that Karam's attack on Moore in Court is completely without merit. The reality is, Karam has engaged in numerous, unacceptable actions with numerous individuals. This stops now.

### **A Troubled History**

24. In June 2020, an employee at The World Gym (identified herein as Jane Doe 1) approached Karam's Human Resources department to state that Karam had repeatedly contacted her, made inappropriate comments, and inappropriately touched her. Doe 1 was afraid to speak out because she did not want to lose her job. Defendant's Human Resources department then reported the incident involving Doe 1 to ██████████—the general manager of The World Gym. ██████████ said it was not unusual, and she was unsurprised at the behavior described.

25. In April 2021, a woman (identified herein as Jane Doe 2, to maintain her identity) approached Karam's Human Resources manager regarding an incident with Karam. Doe 2, who was one of Karam's employees, filed a complaint. Karam had sexually assaulted her, including forcing himself on her, and forcing her to engage in oral sex. Unsurprisingly, no discipline or corrective actions were taken.

26. A tenant of at Karam's complex went to Karam's administrative offices to complain that Karam was trying to send her pictures of his private parts.

27. Karam bought a former female employee a vehicle and paid for her breast augmentation procedure.

28. An employee fired for "stealing" was actually in a prior personal relationship with Karam that ended.

29. Karam suggested one of his property managers sit in his lap. When she did not respond the way he desired, Karam told her to not embarrass him in front of others, and then did not speak to her for nearly two years.

30. One of Karam's employees indicated Karam would make her stand up and "twirl" for him when she was dressed nicely.

31. Karam hired a receptionist for one of his businesses. Karam began messaging her inappropriately, asking her to send pictures of herself, and offered to send money to her bank account.

33. The theme is similar. Karam knows that the women he preys on are afraid of retribution, termination, or damage to their reputations.

34. Karam and JMK5 Holdings, LLC did not ensure sufficient surveillance cameras were in place and operational at the gym and his other businesses. It is not a mystery as to why.

35. After Moore spoke out about the assault by Karam, the manager of “The Jungle”—a woman named Jewel—reached out to Moore, telling her to stop speaking negatively about Karam. Notably, Jewel indicated that Karam, after the incident, decided to transfer ownership of “The Jungle” to Jewel. This was likely an attempt by Karam, with Jewel’s assistance, to attempt to distance himself from, and conceal any association with, “The Jungle.” It has been discovered that Karam and Jewel would have consensual sex on the premises.

36. Moore now attempts to speak up, hoping others will come forward.

37. The public must ask: if it was consensual, why did Moore immediately tell her parents, significant other, and best friend in the moments following the incident that she was assaulted? If it was consensual, why did Moore physically go to the police department within 24 hours of it occurring? These facts will be undisputed.

#### **F. DAMAGES**

38. Karam has sued Moore for \$100 million. By way of this First Amended Answer and Counterclaims, Moore seeks damages over \$1 million.

39. Moore seeks damages for physical pain and suffering in the past and future; mental anguish in the past and future; medical expenses in the past and future; loss of earning capacity in the past and future; loss of household services in the past and future; costs of suit; and pre-judgment and post-judgment interest at the appropriate rate allowed by law. Moore seeks any other and further relief to which Moore may be justly entitled, including punitive damages.

#### **G. JURY DEMAND**

40. Moore respectfully demands a jury trial.

#### **H. PRESERVATION NOTICE**



41. Moore requests Karam and JMK5 Holdings, LLC preserve any and all related evidence, reports, statements, notes, logs, complaints, human resources records, personnel records, internal communications, emails, text messages, materials, surveillance footage, communications with governmental entities, photos, and videos. A failure to preserve relevant evidence may warrant a spoliation instruction at trial which creates a presumption that if the evidence was preserved, it would weigh against the respective party.

**I. PRAYER**

50. Moore asks that Plaintiff-Counter Defendant Karam answer these claims. Moore also asks that JMK5 Holdings, LLC be cited to appear and answer this suit. Moore prays for any and all other relief to which she may be justly entitled.

Respectfully submitted,

**THE AKERS FIRM, PLLC**

*/s/ Brock C. Akers*

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**ATTORNEYS FOR DEFENDANT AND  
COUNTER-PLAINTIFF MOORE**

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing document has been served in compliance with Rules 21 and 21a of the Texas Rules of Civil Procedure on June 2, 2022.

/s/ Brock C. Akers

Brock C. Akers

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

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Status as of 6/2/2022 12:38 PM CST

Associated Case Party: Jerome Karam

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