IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

JOHN M. FEROLITO, as trustee of the John M. Ferolito 1998 Trust,

Plaintiff/Counter-Defendant,

vs.

FAYSSANYA G. PRATT, individually

Defendant/Counter-Plaintiff.

_____________________________________/

CIVIL DIVISION

CASE NO.: CACE 25004746

Judge: Levenson, Jeffery R. (09)

AMENDED ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM

COMES NOW, Defendant, FAYSSANYA PRATT, ("Mrs. Pratt") by and through undersigned counsel, hereby files this Amended Answer, Affirmative Defenses and Counterclaim to Plaintiff's Second Complaint filed on or about September 2, 2025 (hereinafter the "Complaint") and in support thereof states:

1. Mrs. Pratt admits the allegations contained in Par. 2, and 4 of the Complaint.

2. Mrs. Pratt denies the allegations contained in Paragraphs 5, 9, 11, and 12 of the Complaint and demands strict proof thereof.

3. Regarding Paragraph 1 of the Complaint, Mrs. Pratt admits Plaintiff is seeking to eject her from the Property. However, Mrs. Pratt denies Plaintiff is entitled to such relief and therefore, she demands strict proof thereof.

4. Regarding Paragraph 3 of the Complaint, Mrs. Pratt admits Plaintiff's name appears on the Warranty Deed of the Property. However, for reasons stated in Mrs. Pratt's Counterclaim, she asserts she should be awarded title of the Property and denies all remaining allegations contained therein.

5. Regarding Paragraph 6 of the Complaint, Mrs. Pratt admits her name is not identified in recorded title to the Property. However, for reasons stated in Mrs. Pratt's Counterclaim, she asserts she should be awarded title of the Property and denies all remaining allegations contained therein.

6. Regarding Paragraph 7 of the Complaint, Mrs. Pratt admits she is in lawful possession of the Property and refuses to vacate. Mrs. Pratt's denies all remaining allegations contained therein.

7. Regarding Paragraph 8 of the Complaint, Mrs. Pratt claims ownership of the Property based on a myriad of factors more completely detailed in her Counterclaim. Mrs. Pratt's denies all remaining allegations contained in Paragraph 8 of the Complaint.

8. Regarding Paragraph 10, Mrs. Pratt admits Plaintiff "seeks possession and declaration of title". However, there is no sufficient legal or factual basis for what Plaintiff is seeking. Accordingly, Mrs. Pratt demands strict proof thereof.

9. All other allegations found in the Complaint, which are not specifically admitted herein, are denied.

WHEREFORE, Mrs. Pratt, respectfully requests judgement be entered in her favor, denying Plaintiff's prayer for relief and awarding Mrs. Pratt the relief sought in her Amended Counterclaim.

CHAIN OF TITLE STATEMENT

Pursuant to Florida Statute § 66.021(7), Mrs. Pratt sets forth the following statement of the chain of title or right upon which she will rely at trial. Mrs. Pratt relies on a claim or right without color of documented title, as her interest arises from an equitable claim to ownership based on an oral agreement to gift the Property, repeated several times, to different people, upon which Mrs. Pratt has relied and made substantial investment of time and money in the property as a direct result thereof, and her rights should be enforced via the doctrine of part performance:

A. **Origin of Claim**: In 2017 a flood occurred in Mrs. Pratt's residence, where she was living with her 3 three children. Mrs. Pratt approached Mr. Ferolito and asked if he would be willing to assist her with buying a new home. In response Mr. Ferolito offered to purchase a home for Mrs. Pratt and gave her a budget of $400,000 and directed her to go find a home and he would pay for it. Mrs. Pratt then began working with a realtor Talia Sanpearl to assist her in finding a home. Soon thereafter, Mrs. Pratt found a home she liked but it was $430,000. She nevertheless told Mr. Ferolito about the home but Mr. Ferolito said it was over budget but nevertheless, chose to make a low-ball offer on the home. The purchase never closed and the low-ball offer made Mrs. Pratt believe Mr. Ferolito had changed his mind about purchasing her a home.

B. In early 2018, Mr. Ferolito asked Mrs. Pratt if she was still interested in purchasing a home. She of course stated she was and Mr. Ferolito once again promised to purchase her and her 3 children a home, this time with a budget of $500,000. In reliance on that promise, Mrs. Pratt once again began searching for a home in January 2018. However, Talia Sanpearl was scheduled to leave on a family trip and so Mrs. Pratt began using Berry Lamy (a realtor) to help her find a suitable home. During that process, Ron Cohen (Mr. Ferolito's CFO) directly contacted Mr. Lamy and explained Mr. Ferolito was purchasing a home for Mrs. Pratt, and the budget was $500,000. While searching with Mr. Lamy, Mrs. Pratt located the Property at 10166 NW 1st Manor, Coral Springs, Fl. 33071 (hereinafter the "Property"). Mrs. Pratt presented the home to Mr. Ferolito who then purchased the Property in or around 2018, taking title in the Plaintiff's name, but expressly represented to Mrs. Pratt that it was purchased for her benefit and that he would subsequently deed it to her. Multiple witnesses, including the realtor and others, can confirm Mr. Ferolito's intent to gift the Property to Mrs. Pratt, which was either communicated to them by Mr. Ferolito personally, or through his CFO Ron Cohen. In fact, Mr. Ferolito had Mrs. Pratt announce the gift during conversations with others on various occasions. Mrs. Pratt was and remains immensely grateful for Mr. Ferolito's kind and generous gesture. However, of course, she is also disappointed in his efforts to renege on his promise, particularly after all of the foregoing.

C. **Facts on Which Claim is Based**: There was a clear meeting of the minds, that Mr. Ferolito purchased the home for Mrs. Pratt, and that he was going to convey the title to the Property to her. In reliance on Mr. Ferolito's the parties agreement, Mr. Ferolito provided and Mrs. Pratt took, exclusive possession of the Property in or around 2018 where she has continuously resided for more than 7 years. Mr. Ferolito induced Mrs. Pratt and Mrs. Pratt did pay, the Property taxes 2018, 2019, 2020 and 2021. Further Mrs. Pratt performed and funded repairs and maintenance and provided additional services beyond her employment duties as a token of appreciation. These actions were undertaken with Mr. Ferolito's knowledge and consent, and are unequivocally referable to the oral gift agreement rather than any tenant-landlord relationship. In late 2022, following a falling out where Mrs. Pratt objected to overt sexual harassment and a hostile work environment created by Mr. Cohen (CFO for Mr. Ferolito), Mrs. Pratt's employment was terminated. Nevertheless, Mr. Ferolito, through staff repeatedly reaffirmed the promise to deed the Property but has since refused to do so.

D. Mrs. Pratt's possession, tax payments, improvements, and reliance constitute part performance, in direct reliance on Mr. Ferolito's promise to convey ownership, removing the oral agreement from the Statute of Frauds (Florida Statute § 725.01) and establishing Defendant's superior equitable right to possession and title. No written instruments are attached, as Defendant's claim is equitable and without written color of title.

AFFIRMATIVE DEFENSES

1. **First Affirmative Defense: Superior Equitable Title via Part Performance-**Plaintiff's claim for ejectment fails because Defendant holds superior equitable title and right to possession under the doctrine of part performance. As detailed in the Chain of Title Statement above, Plaintiff's oral promise to gift the Property is enforceable despite the Statute of Frauds due to Defendant's partial performance, including exclusive possession since 2018, payment of property taxes, improvements and repairs, and additional services provided in reliance on the promise. These acts are clear, convincing, and unequivocally referable to the oral agreement, entitling Defendant to specific performance and defeating Plaintiff's superior title claim.

2. **Second Affirmative Defense: Estoppel-** Plaintiff is estopped from seeking ejectment because he induced Defendant's reliance on his promise to gift the Property. Plaintiff offered to buy Defendant a home, had her select a realtor, reviewed and rejected the first home Defendant selected, then gave her a specific budget, approved the next home Defendant selected, purchased the property Defendant selected, then represented that the Property was purchased for Defendant and would be deeded to her, directed her to take possession, provided her physical possession and encouraged her to pay taxes and make improvements. Defendant detrimentally relied on these representations by incurring expenses and providing additional services. Allowing

ejectment would result in injustice, as Plaintiff cannot now repudiate his promise after benefiting from Defendant's reliance both financially and in public image as he published to others his gift and took credit for his gift.

3. **Third Affirmative Defense: Unclean Hands:** Plaintiff comes to this Court with unclean hands and is barred from equitable relief (including ejectment, which involves equitable considerations). Plaintiff made repeated promises to convey the Property, induced Defendant's reliance thereon, and benefitted from her labor and expenditures. Further, Plaintiff's refusal to deed the Property stems from a falling out involving Defendant's complaints about sexual harassment by Plaintiff's CFO (Mr. Cohen), which led to fabricated stories and Defendant's wrongful termination. Plaintiff's actions in breaching the promise due to this retaliatory motive render him ineligible for relief.

4. **Fourth Affirmative Defense: Failure to State a Claim:** The Complaint fails to state a claim for ejectment upon which relief can be granted, as Plaintiff has not demonstrated a superior right to possession in light of Defendant's equitable interest, and the action may be misfiled if intended as a simple eviction (which requires county court jurisdiction under Chapter 83, Florida Statutes).

5. **Fifth Affirmative Defense: Waiver: P**laintiff has waived any right to ejectment by repeatedly affirming the gift promise, encouraging and allowing Defendant's long-term possession and improvements, and inducing her reliance, including post-termination reassurances in late 2022. Having encouraged and created her reliance, Plaintiff cannot now seek equitable relief.

6. **Sixth Affirmative Defense: Statute of Frauds Inapplicable:** Although Plaintiff's may contend that any alleged oral agreement is barred by the Statute of Fraud,

that Doctrine does not apply here because: a) Plaintiff provided and Defendant took possession of the Property; b) Defendant made valuable and substantial contributions to improvements and expenditures toward the property; and Defendant rendered additional services to Plaintiff in reliance upon the promise of conveyance. Such acts constitute part performance sufficient to remove the agreement from the Statute of Frauds, and therefore Plaintiffs are equitably estopped from denying the agreement.

7. **Seventh Affirmative Defense: Laches and Waiver:** Plaintiffs' claim is barred, in whole or in part by the doctrines of laches and waiver, as Mr. Ferolito knowingly permitted and encouraged Defendant to remain in possession of the Property and to expend time, labor, monies, and other resources on Mr. Ferolito's promises, and unreasonably delayed in asserting contrary claims.

Defendant reserves the right to assert additional defenses as discovery progresses.

AMENDED COUNTERCLAIM

COMES NOW, Defendant/Counter-Plaintiff, Mrs. Pratt ("Counter-Plaintiff"), by and through her undersigned counsel, sues Plaintiff/Counter-Defendants, John M. Ferolito, as Trustee of the John M. Ferolito 1998 Trust (hereinafter "Mr. Ferolito"), and alleges as follows:

GENERAL ALLEGATIONS

1. This is an action for specific performance, unjust enrichment, promissory estoppel, and other equitable relief arising from an oral agreement to gift real property and related employment-based torts, which exceeds $50,000 in value, and for which this Court has jurisdiction pursuant to Article V, Section 5(b) of the Florida Constitution and Florida Statutes §§ 26.012(2)(a) and (c), 760.01 et seq. (Florida Civil Rights Act).

2. Venue is proper in Broward County, Florida, as the real property at issue is located in Broward County, the cause of action accrued in Broward County, and the parties' relevant interactions occurred in Broward County.

3. Mrs. Pratt, is an individual residing in Broward County, Florida.

4. Mr. Ferolito is an individual residing in Broward County, Florida and is the record title holder of the subject real property.

5. Ron Choen ("Mr. Choen") is an individual, above the age of 18, residing in South Florida and who is or was Mr. Ferolito's Chief Financial Officer ("CFO") and who acted as an agent/representative of Mr. Ferolito and the Trust in matters relevant to this action, during the relevant time period.

6. Mrs. Pratt worked for Mr. Ferolito as his personal massage therapist and part-time assistant for approximately 23 years, performing massages, running errands, attending medical appointments with him, and providing other services.

7. In 2017 a flood occurred in Mrs. Pratt's residence, where she was living with her 3 three children. Mrs. Pratt approached Mr. Ferolito and asked if he would be willing to assist her with buying a new home. In response Mr. Ferolito offered to purchase a home for Mrs. Pratt and gave her a budget of $400,000 and directed her to go find a home and he would pay for it.

8. Mrs. Pratt accepted Mr. Ferolito's offer and then relying thereon, she began working with a realtor Talia Sanpearl to assist her in finding a home. Soon thereafter, Mrs. Pratt found a home she liked but it was $430,000. She nevertheless told Mr. Ferolito about the home but Mr. Ferolito said it was over budget but nevertheless, chose to make a low-ball offer on the home. The offer was not accepted and the purchase never closed. However, the low-ball offer made Mrs. Pratt believe Mr. Ferolito had changed his mind about purchasing her a home.

9. In early 2018, Mr. Ferolito asked Mrs. Pratt if she was still interested in purchasing a home. She of course stated she was and Mr. Ferolito once again offered to purchase her and her 3 children a home, this time with a budget of $500,000. Mrs. Pratt accepted Mr. Ferolito's offer, and in reliance thereon, Mrs. Pratt once again began searching for a home in January 2018.

10. In January 2018, Talia Sanpearl was scheduled to leave on a family trip and was unavailable. So, Mrs. Pratt began using Berry Lamy (a realtor) to help her find a suitable home. During that process, Ron Cohen (Mr. Ferolito's CFO) directly contacted Mr. Lamy and explained Mr. Ferolito was purchasing a home for Mrs. Pratt, and the budget was $500,000.

11. While searching with Mr. Lamy, Mrs. Pratt located the Property at 10166 NW 1st Manor, Coral Springs, Fl. 33071 (hereinafter the "Property"). Mrs. Pratt presented the home to Mr. Ferolito who then purchased the Property in or around 2018, taking title in the Plaintiff's name, but expressly represented to Mrs. Pratt that it was purchased for her benefit and that he would subsequently deed it to her.

12. Multiple witnesses, including the realtor and others, can confirm Mr. Ferolito's intent to gift the Property to Mrs. Pratt, which was either communicated to them by Mr. Ferolito personally, or through his CFO Ron Cohen.

13. In fact, Mr. Ferolito had Mrs. Pratt announce his gift of the Property during conversations with others on various occasions.

14. In furtherance of the parties' agreement, Mr. Ferolito voluntarily provided and Mrs. Pratt took possession of the Property in or around 2018 which she has continuously resided there ever since.

15. Mr. Ferolito then induced Mrs. Pratt to pay for repairs, maintenance, and property taxes on the Property, representing that these expenditures were appropriate because the Property would soon be deeded to her as promised.

16. In reliance on Mr. Ferolito's promise, Mrs. Pratt paid property taxes, performed and paid for substantial repairs and maintenance, and even provided additional services to Mr. Ferolito beyond her regular employment duties as a token of appreciation.

17. Mrs. Pratt's actions of taking possession, paying taxes, making improvements, and providing additional services, were undertaken in direct reliance on Mr. Ferolito's oral promise to gift the Property and are unequivocally referable to that promise, not to any tenant-landlord relationship.

18. Mr. Ferolito terminated Mrs. Pratt's employment on September 7, 2022.

19. The termination communication was presented by Mr. Ferolito.'s executive assistant Kelly Aldrich. At that time, the Mrs. Aldrich reaffirmed Mr. Ferolito's promise to deed the Property to Mrs. Pratt and to provide her with additional monies through the end of the year.

20. Mr. Ferolito paid the monies promised but he did not send Mrs. Pratt the deed to the Property. Rather when asked, Mrs. Aldrich continued to tell Mrs. P. the deed was going to be sent.

21. 1 year and 5 days after being terminated, on September 12, 2023, Mrs. P. was contacted by Mr. Ferolito's. attorney, Mr. Bus and was told Mr. Ferolito was not going to convey the property and she had to vacate the Property within 6 months.

22. What is interesting about the 1 year and 5 day delay is, during Mrs. Pratt's employment, Mr. Cohen (Plaintiff's CFO) subjected Mrs. Pratt to inappropriate sexual harassment and battery. The Statute of Limitations on a Claim for Sexual Harassment claim under Section 760.10 Florida Statutes of the Florida Civil Rights Act is one year. Accordingly, it appears Mr. Ferolito used further empty promises of conveying the property to Mrs. Pratt to avoid the liability associated with a viable Sexual Harassment Mrs. Pratt could have filed. Accordingly, Plaintiff further benefited from his promise of conveying the property by leading Mrs. Pratt to continue to believe she would receive the Property, until such time as the Statue of Limitations had tolled on her Sexual Harassment claim, then he informed her he reneged on his promise.

23. Mr. Ferolito has filed a complaint for ejectment against Mrs. Pratt, asserting ownership and a purported tenancy, which Mrs. Pratt denies.

24. Mrs. Pratt has no adequate remedy at law for the property-related claims, as the Property is unique real estate, and monetary damages would not suffice to compensate for the loss of the promised gift.

25. All conditions precedent to the bringing of this action have been performed, waived, or excused.

COUNT I: SPECIFIC PERFORMANCE (Against Mr. Ferolito)

26. Mrs. Pratt realleges and incorporates paragraphs 1 through 25 above as if fully set forth herein.

27. Mr. Ferolito entered into an oral agreement with Mrs. Pratt to gift the Property to her.

28. Mr. Ferolito induced Mrs. Pratts to rely on his promise and had her take possession of the Property, pay property taxes for the Property make improvements.

29. Mrs. Pratts trusted Mr. Ferolito and reasonably believed he would keep his promises given the duration of their relationship and her experience with Mr. Ferolito.

30. Although oral agreements for the transfer of real property are generally subject to the Statute of Frauds (Florida Statutes § 725.01), the doctrine of part performance removes this agreement from the Statute of Frauds.

31. Mrs. Pratt has partially performed the agreement by: (a) receiving and maintaining exclusive possession of the Property with Mr. Ferolito's consent for a period of approximately 5 years; (b) paying property taxes on the Property; (c) making substantial improvements and repairs to the Property at her own expense; and (d) providing additional services to Mr. Ferolito, all in reliance on the promise and with Mr. Ferolito's knowledge and inducement.

32. These acts of part performance are clear, convincing, and unequivocally referable to the oral agreement to gift the Property, and not to any other relationship such as tenancy.

33. Mr. Ferolito has breached the agreement by refusing to deed the Property to Mrs. Pratt.

34. Mrs. Pratt has suffered irreparable harm, as the Property is unique, and specific performance is the appropriate remedy to enforce the promise.

WHEREFORE, Mrs. Pratt demands judgment against Mr. Ferolito for specific performance, compelling Mr. Ferolito to execute and deliver a deed transferring title to the Property to Mrs. Pratt, free and clear of all encumbrances except those agreed upon; for costs and attorney's fees if applicable; and for such other and further relief as the Court deems just and proper.

COUNT II: PROMISSORY ESTOPPEL (Against Mr. Ferolito - Alternative to Count I).

35. Mrs. Pratt realleges and incorporates paragraphs 1 through 25 above as if fully set forth herein.

36. Mr. Ferolito made a clear and definite promise to gift the Property to Mrs. Pratt by having her select it, setting a budget for the purchase, accepting the property she chose, then purchasing it, giving her possession of it and then having her make payment for property taxes, and making improvements to her, as well as accepting additional services from her in reliance on his promise to gift her the property.

37. Mr. Ferolito reasonably expected Mrs. Pratt to rely on this promise, and indeed induced such reliance by directing her to take possession, pay taxes, and make improvements.

38. Mrs. Pratt reasonably and detrimentally relied on the promise by taking possession, paying taxes, making repairs and maintenance expenditures totaling thousands of dollars, as well as providing additional services.

39. Injustice can only be avoided by enforcement of the promise, at least to the extent of compensating Mrs. Pratt for her reliance damages, as promissory estoppel may provide a remedy in damages even where the Statute of Frauds applies. (Note: While promissory estoppel does not circumvent the Statute of Frauds for specific enforcement of real property transfers per Florida Supreme Court precedent, it may support reliance damages.)

WHEREFORE, Mrs. Pratt demands judgment against Mr. Ferolito for damages in the amount of her reliance expenditures, including taxes paid, repair and maintenance costs, and the value of additional services provided; prejudgment interest; costs; and such other relief as the Court deems equitable.

COUNT III: CONSTRUCTIVE TRUST (Against Mr. Ferolito)

40. Mrs. Pratt realleges and incorporates paragraphs 1 through 25 above as if fully set forth herein.

41. Mrs. Pratt conferred valuable services and benefits on Mr. Ferolito by providing labor and services well beyond the normal scope of her duties as his personal massage therapist or part time assistant.

42. Mr. Ferolito knowingly accepted and retained those benefits.

43. It would be inequitable for Mr. Ferolito to retain the benefits without compensating Mrs. Pratt for them.

44. The reasonable value of the services and expenditures provided by Mrs. Pratt exceed $75,000 and shall be proven at trial.

WHEREFORE, Mrs. Pratt demands judgment against Mr. Ferolito for damages in the amount of her reliance expenditures, including taxes paid, repair and maintenance costs, and the value of additional services provided; prejudgment interest; costs; and such other relief as the Court deems equitable.

COUNT IV UNJUST ENRICHMENT (Against Mr. Ferolito - Alternative to Counts I and II)

45. Mrs. Pratt realleges and incorporates paragraphs 1 through 25 above as if fully set forth herein.

46. Mrs. Pratt conferred direct benefits on Mr. Ferolito and the Property by paying property taxes, performing and funding repairs and maintenance, and making improvements that enhanced the Property's value.

47. Mr. Ferolito had knowledge of these benefits, as he induced and consented to Mrs. Pratt's possession and expenditures under the promise to gift the Property.

48. Mr. Ferolito voluntarily accepted and retained these benefits without compensating Mrs. Pratt.

49. Under the circumstances, it would be inequitable for Mr. Ferolito to retain the benefits without payment, as this would result in unjust enrichment at Mrs. Pratt's expense.

50. Mrs. Pratt seeks restitution for the full value of all benefits conferred, and/or imposition of an equitable lien on the Property to secure repayment.

WHEREFORE, Mrs. Pratt demands judgment against Mr. Ferolito for specific enforcement of the parties agreement; damages equal to the value of the benefits conferred (including taxes, repairs, maintenance, and improvements); imposition of an equitable lien on the Property; prejudgment interest; costs; and such other relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Mrs. Pratt demands a trial by jury on all issues so triable.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Amended Answer Affirmative Defenses and Counterclaim was electronically served in compliance with Rule 2.516(a) through Florida Courts E-filing Portal this 1st day of May 2026 on:

Counsel for the Plaintiff: Wayne Kramer, Esq.
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Respectfully Submitted,

/s/ Craig H Temple
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