

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

SIGNALWAVE, LLC, a Florida Limited
Liability Company,

CASE NO.: CACE-25-006694

Plaintiff,

v.

VILLA VIE RESIDENCES
CORPORATION d/b/a VILLE VIE
RESIDENCES INC. MARSHALL
ISLANDS, a Marshall Islands Company,

Defendant.

**MOTION FOR SANCTIONS PURSUANT
TO § 44.406, FLA. STAT., FILED UNDER SEAL**

Plaintiff, SignalWave, LLC (“Plaintiff”), through undersigned counsel, and pursuant to Florida Rule of General Practice and Judicial Administration 2.420, hereby respectfully files this *Motion for Sanctions Pursuant to §44.406, Fla. Stat., Filed Under Seal* (the “Motion”)¹ which respectfully requests that this Honorable Court enter an order in favor in favor of SignalWave and adverse to Villa Vie and Villa Vie’s counsel awarding sanctions, *inter alia*, due to the indisputable violations of § 44.406 resulting from the intentional public filing of (i) Filing # 234440333 E-Filed 10/24/2025 05:15:41 PM consisting of Plaintiff’s *(I) Memorandum In Opposition to Plaintiff’s Motion to Enforce Settlement Agreement and Motion for Sanctions Pursuant to §44.406, Fla. Stat., and (II) Cross-Motion for Sanctions Against Plaintiff and Its Attorney, Including Dismissal of Plaintiff’s Complaint* and (ii) Filing # 234770899 E-Filed 10/30/2025 08:51:31 PM consisting of

¹ SignalWave and SignalWave’s counsel reserves all rights under Florida law to seek relief, including, but not limited to, the award of sanctions pursuant to mechanisms other than the statutory relief available pursuant to § 44.406 (e.g., through § 57.105, Fla. Stat. or otherwise). Accordingly, this Motion is being filed without wavier as to any of SignalWave’s rights under Florida law.

Opposition to Plaintiff's Motion to Determine Confidentiality of Court Records (“Notice of Confidentiality”), and further demands that both filings should be treated as confidential, and in support states:

STATEMENT OF FACTS

1. On May 5, 2025, SignalWave commenced the above-captioned lawsuit (the “Lawsuit”) by filing the Complaint (Filing # 222458379).
2. SignalWave asserted the following causes of action in the Complaint: (i) breach of contract, (ii) conversion, and (iii) negligent misrepresentation. *Id.*
3. As identified more fully in the Complaint, SignalWave sustained damage resulting from Villa Vie’s conduct which includes, *inter alia*, (i) unilaterally changing the terms of the contract in retaliation to SignalWave sending a communication to Villa Vie, (ii) refunding, without explanation, SignalWave’s maintenance fees, (iii) freezing SignalWave’s ability to use the cabin, (iv) placing the cabin for sale without SignalWave’s consent, (v) prohibiting SignalWave from renting the cabin or allowing guests to use the cabin, (vi) Villa Vie wrongfully converting the cabin for its own use, and (vii) precluding SignalWave from the benefit of its bargained-for benefits under the agreement, such as the ancillary benefits. *Id.*
4. The undersigned contacted counsel and requested an early settlement to avoid protracted litigation and reach a swift amicable resolution, particularly, in light of Villa Vie’s blatant breaches of contract (*e.g.*, Villa Vie putting up SignalWave’s cabin for sale even though Villa Vie had no right to interfere with SignalWave’s property rights).
5. On September 11, 2025, the Parties engaged in a mediation conference before the Honorable Judge John W. Thornton (retired). *See* Notice of Mediation (Filing #229411229).

6. Prior to deliberating substantively, the Honorable Judge Thornton emphasized the importance and requirements of confidentiality.

7. At the settlement conference the Parties reached an agreement in principle and agreed on material terms.

8. Counsel for Signal Wave suggested that counsel for Villa Vie draft the initial agreement, but counsel for Villa Vie declined and requested that counsel for Signal Wave draft the agreement.

9. On September 24, 2025, counsel for Signal Wave shared the written settlement agreement (“Written Settlement Agreement”), mirroring the terms of the oral agreement that was reached at the mediation conference, with counsel for Villa Vie. *See* Written Settlement Agreement, attached hereto as Exhibit “A”.

10. On October 1, 2025, the Parties were scheduled to appear for a Case Management Conference but jointly called off the Case Management Conference considering the Written Settlement Agreement.

11. Thereafter, counsel for SignalWave followed up with counsel for Villa Vie requesting an update on the Written Settlement Agreement.

12. On October 6, 2025, counsel for SignalWave reached out to counsel Villa Vie for an update.

13. On or about that very same day, Kathy Villalba, one of the authorized representatives that attended the mediation, who is the CEO of Villa Vie, and who is an authorized agent for Villa Vie, made a social media post (the “Post”).

14. The Post was made visible publicly and announced not only that the Parties “have since settled”, but also indicating that Villa Vie unilaterally sold SignalWave’s cabin, without SignalWave’s consent.

15. Additionally, the Post was targeted in a manner to be, at a minimum, negative and pejorative towards SignalWave and its agents thereof.

16. More specifically, the Post provided, as follows:

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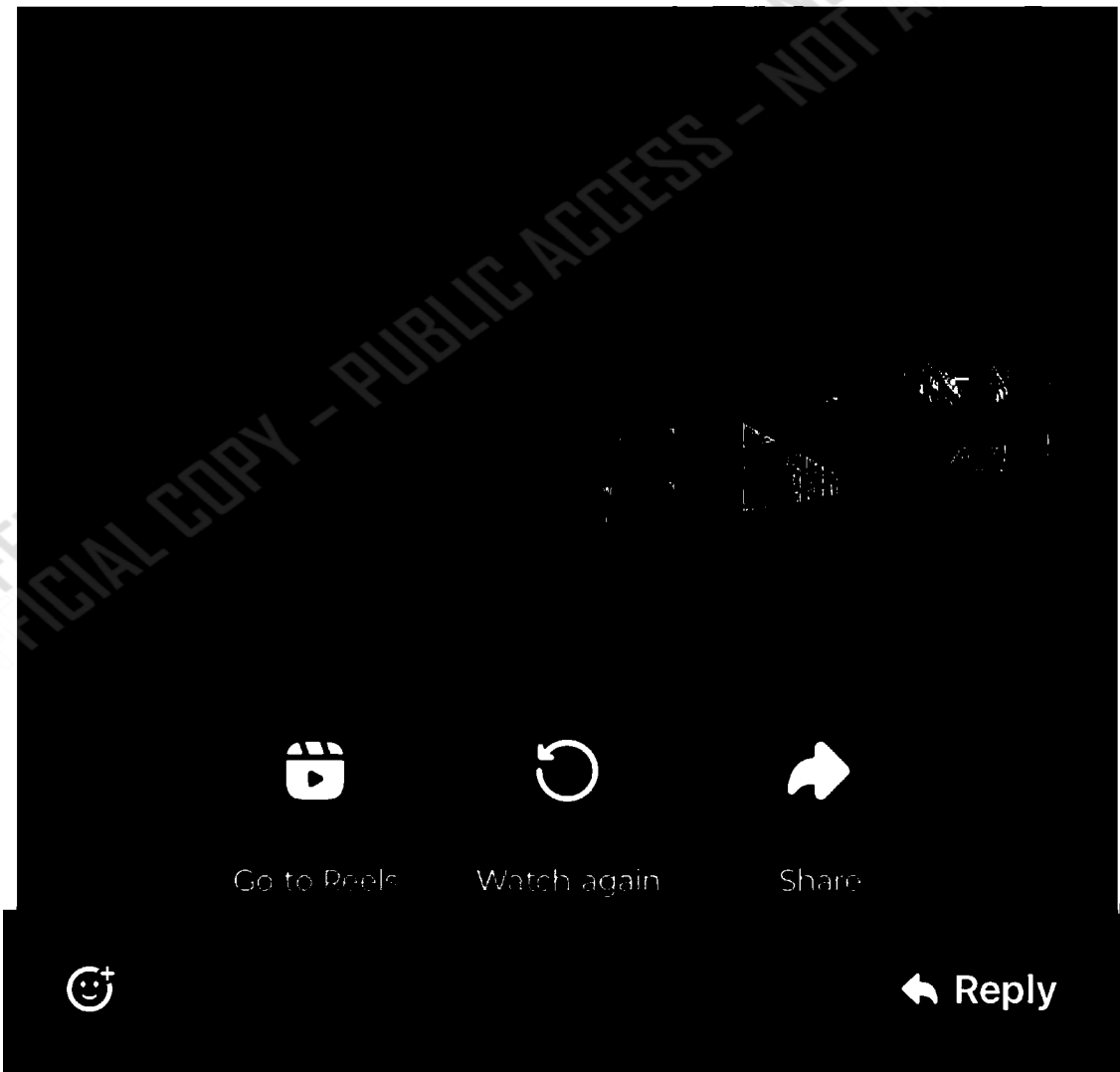


VILLA VIE ODYSSEY discussion ...



Kathy Villalba · 2d ·

Small clip of the pickleball court and Residents warming up before their game. Yes there was a Resident who wasn't happy being under the pickleball court and we have since settled. We put the cabin up for sale and it was immediately snatched. We did tell her and she happily understood and had no issues with pickleball noise from 9am to 6pm 😊



17. Notably, the Post garnered the attention of several residents of the Villa Vie cruise ship, many of whom commented on the inappropriateness of Villa Vie's actions and SignalWave reserves all rights to pursue all remedies available under Florida law regarding Villa Vie's pejorative and improper representations, and this Motion does not constitute waiver of those rights.

18. On October 16, 2025, SignalWave filed Filing # 233781844 E-Filed 10/16/2025 12:18:03 PM consisting of Plaintiff's *Motion to Enforce the Settlement Agreement and Motion for Sanctions Pursuant to § 44.406, Fla. Stat. Filed Under Seal* (the "Motion to Enforce") in tandem with a Notice of Confidentiality.

19. Section 44.406, Florida Statutes, provides a mechanism to enforce Section 44.405, and states, in pertinent part:

Any mediation participant who knowingly and willfully discloses a mediation communication in violation of s. 44.405 shall, **upon application by any party to a court of competent jurisdiction**, be subject to remedies, including:

- (a) Equitable relief.
- (b) Compensatory damages.
- (c) Attorney's fees, mediator's fees, and costs incurred in the mediation proceeding.
- (d) Reasonable attorney's fees and costs incurred in the application for remedies under this section.

§ 44.406(1), *Fla. Stat.* (emphasis added).

20. Thus, Florida law expressly authorizes a party to make "application . . . to a court of competent jurisdiction" to remedy a violation of Section 44.405. *See id.*

21. Florida Rule of General Practice and Judicial Administration 2.420 provides the mechanisms by which a party files documents in a confidential fashion with the Court.

22. In that regard, a party can either file a “Notice of Confidential Information within Court Filing” or a “Motion to Determine Confidentiality of Court Records”. *See Fla. R. Gen. P. & Jud. Admin. 2.420(d)*.

23. If a “Notice of Confidential Information within Court Filing” is filed, then the clerk of court is required to designate and maintain as confidential the designated filing(s), review the filing(s) to make a confidentiality determination, advise the filer within five (5) days as to whether the clerk believes the filing(s) is not confidential, and thereafter maintain confidentiality for ten (10) days after such advising so a motion to determine confidentiality can be filed. *See Fla. R. Gen. P. & Jud. Admin. 2.420(d)(2)*.

24. In this case and in accordance with Rule 2.420, on October 16, 2025, the Motion to Enforce was filed simultaneously with an accompanying “Notice of Confidential Information within Court Filing” – i.e., the Notice of Confidentiality. A copy of the Florida Courts E-Filing Portal’s e-service e-mail showing the simultaneous filing of the Motion to Enforce and the Notice of Confidentiality is attached as Exhibit “A.”

25. Pursuant to Rule 2.420(d)(2), the Broward County Clerk of Court (“Clerk”) was required to treat the Motion to Enforce and Notice of Confidentiality as confidential while it made a confidentiality determination within five (5) days, and, assuming a negative determination, the Clerk then had to advise the filer, here Plaintiff’s counsel, of such, and thereafter provide ten (10) days for the filing of a “Motion to Determine Confidentiality of Court Records”. *See id.*

26. Assuming, *arguendo*, the Clerk had instantly made a determination of no confidentiality and advised of such the same day the Motion to Enforce and Notice of

Confidentiality were filed on October 16, 2025 (it did not), the Clerk **had to treat those filings as confidential for ten (10) days, to wit: through and including Monday, October 27, 2025.**²

27. Unfortunately, the Clerk, due to an administrative error, docketed the filing as a public filing, notwithstanding the requirements of Rule 2.420(d)(2).

28. On October 23, 2025, Plaintiff's counsel discovered the Motion to Enforce and its Notice of Confidentiality were not being treated as confidential by the Clerk.

29. Plaintiff's counsel's office reached out to the Clerk to have it take corrective action on October 23, 2025, and October 24, 2025, but the Clerk did not respond to the outreaches.

30. On October 24, 2025, Plaintiff's counsel's office attempted another avenue for aid, to which opposing counsel's office was copied and, approximately 12-minutes later, opposing counsel was advising he would be seeking sanctions against Plaintiff and his counsel for alleged violation Sections 44.405 and 44.406. *Cf Velez v. City of Coral Gables*, 819 So. 2d 895, 898 (Fla. 3d DCA 2002) (“[L]ending credence to the adage that no good deed goes unpunished.”).

31. At approximately 5:00 p.m., during a conferral call, opposing counsel was advised that in light of the Clerk's failure to comply with Rule 2.420 and Plaintiff's counsel's unsuccessful attempt to remedy the situation with the Clerk, Plaintiff was going to file a “Motion to Determine Confidentiality of Court Records” so that confidentiality could be applied, and asked if opposing counsel agreed or objected to such.

32. Despite it being imminently reasonable for the parties to agree that the matter should be treated confidentially, opposing counsel ultimately advised that **he did not consent to the Motion's requested relief – i.e., for confidentiality.**

² The tenth day after Thursday, October 16, 2025, is Sunday, October 26, 2025. By rule, the last day would carry over to the next day that is not a Saturday, Sunday, or legal holiday. *See* Fla. R. Gen. P. & Jud. Admin. 2.514(a)(1)(C).

33. As if to confirm such, mere minutes after the conferral call ended, opposing counsel filed the (I) *Memorandum In Opposition to Plaintiff's Motion to Enforce Settlement Agreement and Motion for Sanctions Pursuant to §44.406, Fla. Stat., and (II) Cross-Motion for Sanctions Against Plaintiff and Its Attorney, Including Dismissal of Plaintiff's Complaint* (the "First Improper Public Filing"), which openly discussed settlement communications, **and did not file either an accompanying** "Notice of Confidential Information within Court Filing" or a "Motion to Determine Confidentiality of Court Records".

34. In doing so, opposing counsel made no effort whatsoever to maintain confidentiality and voluntarily elected to file the opposition public.

35. The First Improper Public Filing, which was a voluntary act by Defendant's counsel and unquestionably an intentional violation of § 44.406, *Fla. Stat.*, is 41 pages long and recapitulates portions of the Motion to Enforce with direct quotes, which motion was clearly intended as a confidential filing.

36. Following the First Improper Public Filing, counsel for Signal Wave reached out to Defendant's counsel about this troubling event to provide grace and some time for remedial action.

37. Counsel for SignalWave requested that Defendant and Defendant's counsel take immediate corrective action to remove the filings from being docketed publicly and requested that counsel for Defendant provide status updates as to what corrective action has been taken.

38. Quixotically, Signal Wave's extension of an olive branch was rejected and no corrective action been taken by Defendant's counsel.

39. Worse, on October 30, 2025, Defendant's counsel indignantly filed an *Opposition to Plaintiff's Motino to Determine Confidentiality of Court Records* (the "Second Improper Public Filing"), which falsely claimed that SignalWave made a strategic decision to publicly file the

Motion to Enforce (it did not) and appears to narcissistically suggest that only Defendant's privacy interests matter whereas Plaintiff also has a privacy interest that it seeks to maintain which Defendant and Defendant's counsel completely disregards.

40. The Second Improper Public Filing is the second voluntary act by Defendant's counsel and unquestionably was an intentional violation of § 44.406, *Fla. Stat.*, and it is 14 pages long and recapitulates portions of the Motion to Enforce with direct quotes, which motion was clearly intended as a confidential filing.

41. Accordingly, while claiming that Plaintiff and his counsel, who inarguably have tried to maintain the confidentiality of mediation communications via their objective actions and attempts to correct the Clerk's lack of compliance with Rule 2.420, should be sanctioned for not keeping mediation communications confidential, Defendant's counsel has refused action which would correct the Clerk's mistake and, even worse, openly and publicly filed confidential mediation communications, despite being inarguably aware of the need for such to be treated confidentiality and of the mechanism by which such are to be filed due to Plaintiff's counsel's conferring efforts and filings, and appallingly intentionally filed two filings: (1) the First Improper Public Filing and (2) the Second Improper Public Filing opposing SignalWave's efforts to maintain confidentiality in writing and seeking frivolous sanctions SignalWave in direct violation of.

42. Florida law categorically rejects the taking of such grossly inconsistent positions. *See Federated Mut. Implement & Hardware Ins. Co. v. Griffin*, 237 So. 2d 38, 41 (Fla. 1st DCA 1970) ("The general rule has long been established in Florida and other jurisdictions that litigants are not permitted to take inconsistent positions in judicial proceedings and that a party cannot

allege one state of facts for one purpose and at the same action or proceeding deny such allegations and set up a new and different state of facts inconsistent thereto for another purpose.”).

43. Counsel for SignalWave reached out to counsel for Defendant about this troubling situation and demanded that Defendant take immediate corrective action to remove the filings from being docketed publicly and requested that counsel for Defendant provide status updates as to what corrective action has been taken.

44. As of the date of this filing, counsel for Defendant has taken no corrective action to remove the filings from the public records despite repeated requests.

45. Notwithstanding Villa Vie’s grossly inconsistent position and clear breaches of confidentiality, SignalWave continued its efforts to seek remedial action from the Clerk, and the Clerk has since corrected the administrative error and redacted the Motion to Enforce.

46. SignalWave has retained the Foodman Firm, P.A. and is required to pay the attorneys’ fees and costs incurred in moving for the relief stated herein.

47. SignalWave hereby requests an evidentiary hearing.

LEGAL STANDARD

Section 44.405, Fla. Stat., is explicit about the importance of the mediation privilege and provides “all mediation communications shall be confidential. A mediation participant shall not disclose a mediation communication to a person other than another mediation participant or a participant's counsel. A violation of this section may be remedied as provided by s. 44.406.” § 44.406, Fla. Stat. (emphasis added). § 44.405, Fla. Stat., mandates that “[a]ny mediation participant who knowingly and willfully discloses a mediation communication in violation of s. 44.405 shall, upon application by any party to a court of competent jurisdiction, be subject to remedies, including: (a) [e]quitable relief[,] (b) [c]ompensatory damages[,] (c) [a]ttorney's fees, mediator’s

fees, and costs incurred in the mediation proceeding[, and] (d) [r]easonable attorney's fees and costs incurred in the application for remedies under this section. § 44.406, Fla. Stat. (emphasis added).

ARGUMENT

Matters related to mediation conferences are inarguably privileged and are to be kept confidential. Villa Vie owes SignalWave statutory duties of confidentiality pursuant to §§ 44.405-6, *Fla. Stat.* In blatant disregard of those duties, Villa Vie intentionally filed, and maintained over SignalWave's objection, the public filing of confidential information by and through the First Improper Public Filing and Second Improper Public Filing, without any effort to seek confidential treatment of the same. Both filings were done so intentionally with full knowledge of the procedures to seek confidential treatment, and reference confidences of what transpired at the mediation conference, and the nature of the settlement agreement. For these reasons, both filings represent an unequivocal breach of the mediation privilege, and therefore, SignalWave is entitled to damages. §§ 44.405-6, *Fla. Stat.*

Moreover, Villa Vie also owes SignalWave contractual duties because the Written Settlement Agreement has a confidentiality clause, paragraph 18, which expressly provides that the terms of the Written Settlement Agreement shall be confidential. SignalWave hereby seeks equitable relief, compensatory damages, attorneys' fees and mediators' fees and costs associated with the mediation and the attorneys' fees incurred in the prosecution of this Motion.

Section 44.406, Florida Statutes, provides a mechanism to enforce Section 44.405, and states, in pertinent part:

Any mediation participant who knowingly and willfully discloses a mediation communication in violation of s. 44.405 shall, upon application by any party to a court of competent jurisdiction, be subject to remedies, including:

- (a) Equitable relief.
- (b) Compensatory damages.
- (c) Attorney's fees, mediator's fees, and costs incurred in the mediation proceeding.
- (d) Reasonable attorney's fees and costs incurred in the application for remedies under this section.

§ 44.406(1), *Fla. Stat.* (emphasis added). In accordance with Florida law, Villa Vie and Villa Vie's counsel should be sanctioned for violating the statutory and contractual duties owed to Signal Wave. Moreover, SignalWave is entitled to injunctive relief to prevent further breaches of the statutory and contractual duties owed to SignalWave.

WHEREFORE, SignalWave seeks an order which (i) mandates injunctive relief in favor of SignalWave and against Villa Vie in order to prevent Villa Vie from additional breaches of the mediation privilege and breaches of paragraph 18 of the Written Settlement Agreement, (ii) awards sanctions and attorneys' fees in favor of SignalWave and adverse to Villa Vie and Villa Vie's counsel, (iii) mandates that Villa Vie take corrective action to make the First Improper Public Filing and Second Improper Public Filing confidential, .and (iv) awards SignalWave all of the attorneys' fees and costs incurred in the application for remedies under this section. § 44.406, *Fla. Stat.* (emphasis added).

Dated: November 6, 2025.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE WITH FLA. R. CIV. P. 1.202

I HEREBY CERTIFY that prior to filing this Motion, I discussed the relief requested in this Motion, i.e., Plaintiff's intent to request that this Honorable Court maintain the confidential status of matters pertaining to settlement pursuant to § 44.406, Fla. Stat. and that such filings be treated as confidential, and the intent to seek sanctions *via* a phone call and emails with Defendant's counsel. Defendant's counsel advised that he does not consent to the relief being requested.

By: /s/ Heather L. Woods
Heather L. Woods, Esq.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 6, 2025, the foregoing document was served via e-mail by the Florida Courts E-Filing Portal on all counsel of record.

By: /s/ Heather L. Woods
Heather L. Woods, Esq.

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