

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

SignalWave, LLC

CASE NO.: CACE-25-006694

Plaintiff,

v.

Villa Vie Residences Corporation
d/b/a Villa Vie Residences Inc. Marshall
Islands,

Defendant.

COMES NOW, Plaintiff, SignalWave LLC (“SignalWave”), through undersigned counsel and pursuant to the applicable rules of civil procedure, hereby files its *Response in Opposition to Defendant’s, Amended Motion To Dismiss Counts* (“Amended Motion”), and states:

INTRODUCTION, FACTUAL ALLEGATIONS, AND PROCEDURAL POSTURE

On May 5, 2025, SignalWave commenced this action by the filing the Complaint (Filing No. 222458379) against Villa Vie Residences Corporation *d/b/a* Villa Vie Residences, Inc. Marshall Islands (collectively, “Villa Vie” or “Defendant”). SignalWave asserted causes of action for the following: (i) breach of contract, (ii) conversion, (iii) negligent misrepresentation.

The factual gravamen of the Complaint, which must be accepted as true, is that SignalWave, purchased a villa, an ancillary property, and contractual rights on a 650-foot residential cruise ship pursuant to that certain VVRMI Ownership Purchase Agreement (the “Agreement”). SignalWave fully performed by paying the purchase price of \$469,000.00, as well as ongoing fees related to maintenance of the ship at a rate of approximately \$8,000.00 per month. Notwithstanding SignalWave’s full performance, Villa Vie breached the Agreement, *inter alia*, through substantial delays and changes to the itinerary and materials changes to the physical

composition of the ship itself which altered the contractually promised benefits and interfered with SignalWave's use and enjoyment of its property. Thereafter, Villa Vie retaliated in an unconscionable manner whereby Villa Vie breached the Agreement, attempted to change the terms and conditions of the Agreement, and wrongfully misappropriated what was SignalWave's property for its own use. On June 6, 2025, Defendant filed an initial *Motion to Dismiss* (Filing No. 225490621).

On September 11, 2025, the parties attended a mediation conference presided over by the Honorable John Thornton (retired). See Notice of Mediation (Filing No. 236099209). Thereafter, on November 18, 2025, this Court entered an Order (Filing No. 236099209) granting a limited stay of proceedings pending resolution of SignalWave's *Motion to Enforce the Settlement Agreement and Motion for Sanctions Pursuant to §44.406, Fla. Stat.*, wherein the Court agreed to stay proceeding but agreed to permit the Motion to Dismiss to go forward at the previously set hearing date. If SignalWave is meritorious on the *Motion to Enforce the Settlement Agreement and Motion for Sanctions Pursuant to §44.406, Fla. Stat.*, this lawsuit would necessarily be concluded.

In violation of this Court's Order mandating a stay, Villa Vie filed the Motion (Filing No. 236132094), which amended the Motion to Dismiss, and amended the notice of hearing (Filing No. 236132094). Villa Vie's Amended Motion should be denied as a procedural matter on this basis alone, but it also fails on the merits, as further identified below.

LEGAL STANDARD

"In reviewing a motion to dismiss, the court must accept the allegations in the complaint as true and consider them in the light most favorable to the plaintiff." *Almarante v. Art Institute of Fort Lauderdale, Inc.*, 921 So. 2d 703, 704 (Fla. 4th DCA 2006). "[I]n considering a motion to dismiss, a trial court is required to consider exhibits attached to and incorporated into the

complaint.” *Rolle v. Cold Stone Creamery, Inc.*, 212 So. 3d 1073, 1076 (Fla. 3d DCA 2017). Additionally, “[w]ith respect to a breach of contract claim, an action cannot be dismissed ‘unless it clearly appears as a matter of law that the contract cannot support the action alleged.’” *Lonestar Alternative Sol., Inc. v. Leview-Boymelgreen Soleil Developers, LLC*, 10 So. 3d 1169, 1172 (Fla. 3d DCA 2009) (quoting *Helms v. Gen. Film Dev. Corp.*, 346 So. 2d 1064, 1065 (Fla. 3d DCA 1977)). “The trial court is bound by the four corners of the complaint and attachments, and all ambiguities and inferences drawn from ‘the recitals in the complaint, together with the exhibits attached,’ must be construed in the light most favorable to the plaintiff.” *Id.* (quoting *Vienneau v. Metro. Life Ins. Co.*, 548 So. 2d 856, 858 (Fla. 4th DCA 1989).

ARGUMENT

A. Choice of Law and Maritime Law Principles Does Not Divest This Court of Jurisdiction to Adjudicate This Matter

Despite expressly consenting to the jurisdiction of this Court through a choice of venue clause, wherein Villa Vie requested that matters be brought in a competent jurisdiction located in “Broward County, FL”, Villa Vie now appears to make an argument akin to pre-emption and maintains that this Court is not suitable to determine the claims asserted in the Complaint. Any such argument has been waived by Villa Vie because of the choice of venue provision.

Even assuming, *arguendo*, Villa Vie did not submit to the jurisdiction of this Court, while Article III, Section 2 of the U.S. Constitution “vests federal courts with jurisdiction over all cases of admiralty and maritime jurisdiction”; there is a specific jurisdictional statute commonly referred to as the “saving to suitors” clause that states “[t]he district courts shall have original jurisdiction, exclusive of the courts of the States, of ... [a]ny civil case of admiralty or maritime jurisdiction,” but from this grant of exclusive jurisdiction it “sav[es] to suitors in **all cases all other remedies to**

which they are otherwise entitled.” See *Lewis v. Lewis & Clark Marine, Inc.*, 531 U.S. 438, 443, 121 S. Ct. 993, 998 (2001); 28 U.S.C. § 1333(1) (emphasis added).

As such, this jurisdictional statute makes clear that claimants can bring causes of action in their forum of choice, including a forum that was previously identified as suitable through a choice of venue clause. Furthermore, this Court is more than competent to adjudicate matters that it shares concurrent jurisdiction with federal courts, including, without limitation, the three civil causes of action asserted in the Complaint. Even if such counts required the application of federal maritime law, this Court is not divested of jurisdiction. See also, e.g., *Mink v. Genmar Indus., Inc.*, 29 F.3d 1543, 1548 (11th Cir. 1994) (“Indeed, the federal interest in uniformity is such that the courts have developed a reverse-*Erie* doctrine, by virtue of which the same federal maritime law applies in maritime cases, whether the case is brought in state court or in federal court based on diversity of jurisdiction.”); *Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527, 545 (1995).

Indeed, it has been determined that state law often modifies and supplements maritime law (even in cases involving marine insurance). *Wilburn Boat Co. v. Fireman’s Fund Ins. Co.*, 348 U.S. 310, 320–21 (1955) (holding that state law governed the effect of marine insurance warranties); see also, *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199, 202, 215 (1996) (upholding against a preemption challenge state remedies for the wrongful death of a non-seafarer in state territorial waters in the absence of federal remedies). State law may also supplement federal maritime law with additional remedies for maritime torts. For this reason, dismissing the Complaint based upon a choice of law clause that expressly contradicts a choice of venue clause or based on the applicability of maritime law-related principles alone would be a procedural error that is contrary

to express federal statutes related to jurisdictional issues at the intersection of civil and maritime law. Thus, as to this argument, the motion to dismiss must be denied.

B. SignalWave Sued What Appears to Be the Correct Party Based on the Express Language of the Agreement

The alleged pleading deficiencies insofar as it relates to which entity is the proper party goes beyond the four corners of the Complaint and should be disregarded. First, Villa Vie significantly did not file a motion to dismiss pursuant to Rule 1.140(b)(1) for lack of personal jurisdiction, which must be stated with particularity together with supporting factual and legal authority as to why this Court lacks subject matter jurisdiction over this matter. Rather, Villa Vie filed a standard motion to dismiss lacking the requisite specificity.

Second, to the extent that there are issues of fact regarding who is the proper entity, those factual disputes ultimately turn on the contractual language and the course of conduct of the parties and such issues are improper for resolution on a motion to dismiss. Notably, Villa Vie claims that the Agreement clearly designates Villa Vie Residences Inc. as the signatory; yet, the most cursory review of the Agreement reveals ambiguity that calls into question Villa Vie's conclusory unsupported factual theory to SignalWave's well-pled allegations. Indeed, the first substantive sentence of the Agreement provides: "[t]his Ownership Purchase Agreement, entered into by the undersigned Resident ("Resident") and **Villa Vie Residences Inc. Marshall Islands** ("VVRMI"), for the voyage aboard the passenger vessel known as "Villa Vie Odyssey" ("The Ship"), shall take effect as of Aug 30, 2024, 10:02 AM." Villa Vie Residences Inc. Marshall Islands is identified along with Villa Vie Corporation. *See* Complaint ¶ 4.

Additionally, on the signatory line, "Villa Vie Residences" is listed as the signatory, without any corporate designation whatsoever. Villa Vie Residences Corporation is a Florida corporation and Villa Vie Residences Incorporated Marshall Islands is an unknown entity. Based on the plain

language of the contract, it appears that Villa Vie Residences Corporation which is headquartered in South Florida, was at all material times *d/b/a* Villa Rie Residences Inc. Marshall Islands, the unknown entity specified in the Agreement. If it turns out to be the case that Villa Vie Residences Corporation *d/b/a* Villa Rie Residences Inc. Marshall Islands is not the correct party, the same should be corrected through amended pleadings and interlineation, but it does not change the fact that what appears to be the proper party, based on the language of the Agreement, was sued. Even if it was wrong, the rules of misnomer would apply here, and there would neither be prejudice of a due process violation because the founding partner and CEO of the Defendant, Ms. Villalba, was the individual served with the Complaint.

C. Villa Vie's Claims that SignalWave Failed to Identify Provisions of the Agreement that Villa Vie Breached is Counterfactual

Villa Vie claims that SignalWave failed to plead a breach of an actual covenant of the Agreement and for that reason the Complaint mandates dismissal. Nothing could be further from reality, however. Not only was the entirety of the contract frustrated in that Villa Vie attempted to misappropriate all of what SignalWave purchased by and through the Agreement, but there are numerous provisions which were expressly enumerated in the Complaint that Villa Vie breached. *See e.g.*, Complaint ¶¶ 33-34 (citing numerous covenants in the contract that Villa Vie breach, including, without limitation, Sections 7-8, 12, 28). Moreover, the existence and applicability of an anaconda-like clause embedded in attached terms and conditions and whether the same defeats the express written terms of a contract itself which were bargained-for and agreed-to is a matter for judicial determination that is not ripe for resolution on a motion to dismiss. For these reasons, Villa Vie's motion to dismiss must be denied.

D. Villa Vie's Claims of Conversion Are Grossly Inconsistent

Villa Vie improperly suggests that SignalWave's Complaint must be dismissed by advancing an alternative theory—that what was sold to SignalWave was neither property nor personal property. The Agreement, at a minimum, contains certain ambiguities which were likely designed to escape regulatory hurdles (which would require Villa Vie to register their business and comply with various regulatory schemes). Whether and to what extent certain of SignalWave's property rights, contractual rights, and/or personal property qualifies as chattel (or not) and whether maritime law applies to such an inquiry is a matter for judicial determination and not ripe for resolution of motion do dismiss. *Alonso v. Fernandez*, 379 So. 2d 685, 688 (Fla. 3d DCA 1980) (identifying boats as chattel). Therefore, the motion to dismiss must be denied.

E. Dismissal of Counts II and III on the Basis of the Maritime Economic Loss Rule And Consequential Damages Being Barred by The Application of Federal Maritime Law Is Premature

Similar to the foregoing, Villa Vie's theories are premature and presuppose that federal maritime law exclusively applies. The motion should be denied on these grounds because whether maritime law applies is an inquiry that is a matter for judicial determination at a later date and not ripe for resolution on a motion to dismiss

SignalWave asserted causes of action for the following: breach of contract, conversion, negligent misrepresentation. The tort-based claims are supported by independent duties separate and apart from the contract, and, therefore, are not precluded by the maritime economic loss rule. Indeed, Villa Vie's duty to not make false and negligent misrepresentations and the duty not to misappropriate the property of another is separate from the duties Villa Vie was obligated to perform under a contract. Similarly, because the damages for the tort-based claims are extra-contractual and arise out of independent duties, to the extent that such a disclaimer on contractual

damages exists and is enforceable, the same is not applicable to tortious causes of action based on independent duties.

F. Count III, Negligent Misrepresentation, Was Pled With Sufficient Particularity And Villa Vie's Motion to Dismiss Must Be Denied

Villa Vie's Amended Motion is once again counterfactual. The Amended Motion claims that details are absent related to what was represented to SignalWave, yet the Complaint plainly identifies specific statements, who they were made by, to whom, when, and what was said. For example, the Complaint identifies a press release that was issued on July 20, 2024, by Mikael Petterson, regarding the ship's departure date, and that representations were made to SignalWave regarding the financial viability and the business model of the ship and the enterprise as a going concern as a whole, and communications pertaining to the pickleball court. *See e.g.*, Complaint ¶¶ 20, 22-26, 28, 36, 40, 43-47. Therefore, Count III was sufficiently pled, and the motion to dismiss must be denied.

WHEREFORE, Plaintiff, SignalWave, respectfully requests that this Honorable Court enter an Order denying Defendant's, Villa Vie, Amended Motion to Dismiss, mandating that Villa Vie answer the Complaint by a date certain following the expiration of the stay if the Court does not enforce the settlement of the parties, and granting SignalWave such other and further relief as this Court deems just and proper.

Date: November 25, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 25, 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.