

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

CASE NO.: CACE-25-006694

SIGNALWAVE, LLC,

Plaintiff,

v.

VILLA VIE RESIDENCES CORPORATION
d/b/a VILLA VIE RESIDENCES INC.
MARSHALL ISLANDS,

Defendant,

**DEFENDANT'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION TO
DETERMINE CONFIDENTIALITY OF COURT RECORDS**

Defendant, Villa Vie Residences Corporation ("Defendant"), through undersigned counsel, hereby files this Memorandum in Opposition to Plaintiff's Motion to Determine Confidentiality of Court Records ("Motion"), and in support states as follows:

I. INTRODUCTION

Plaintiff's Motion is not about protecting legitimate confidentiality; it is a post-hoc cleanup job to paper over Plaintiff's own public breach of mediation privilege while pinning the leak on the Clerk. Plaintiff chose to file a Motion to Enforce that recites alleged mediation communications and attaches a draft "agreement," then—once the predictable public fallout hit—pivoted to retroactive sealing and a narrative that the Clerk erred. That is damage control, not law. The effort is procedurally defective and legally unsupportable.

Compounding the problem, Plaintiff conflates Chapter 44's distinct frameworks—invoking § 44.406 (remedies) as if it authorized what § 44.405 forbids (disclosure of mediation communications), and then using that confusion to justify public enforcement of an unsigned "mediated" draft which is unenforceable as a matter of law under F.R.C.P. 1.730. Remedies

under §44.406 do not license disclosure under §44.405 even to the court, and neither provision turns mediation back-and-forth into an enforceable agreement absent a signed writing.

The Motion should be denied for at least three independent reasons: (1) retroactive sealing is futile and prejudicial because Plaintiff's disclosures are already in the public domain and cannot be recalled; (2) Plaintiff waived any claim of mediation confidentiality by voluntarily disclosing mediation communications to the Court in a public filing; and (3) Plaintiff failed to comply with Rule 2.420 in the first instance and cannot cure that failure by erroneously blaming the Clerk after the fact.¹

II. LEGAL STANDARD

Florida has a strong constitutional tradition favoring open court proceedings and public access to judicial records. Article I, Section 24 of the Florida Constitution guarantees that "[e]very person has the right to inspect or copy any public record." This right extends to court filings absent a necessary and compelling justification for confidentiality. *Barron v. Florida Freedom Newspapers, Inc.*, 531 So. 2d 113, 116-18 (Fla. 1988). Confidentiality is the exception, not the rule. *Id.* at 117-18. The party seeking to close records bears the burden of demonstrating that closure is essential to preserve higher values and is narrowly tailored to serve that interest. *Id.* General invocations of statutory confidentiality are insufficient where the party seeking confidentiality has already voluntarily made the information part of a public judicial proceeding. *Id.* at 116-17.

¹ By filing and arguing this Opposition, Defendant does not condone or consent to Plaintiff's public filing of any confidential or privileged material. Nothing herein should be construed as a waiver of any confidentiality, mediation-privilege, or other protections. Defendant expressly reserves all rights and remedies against Plaintiff and Plaintiff's counsel arising from the improper disclosure and dissemination of confidential information—including, without limitation, relief available under §§ 44.405–.406, Fla. Stat., Rule 2.420, Fla. R. Gen. Prac. & Jud. Admin., and any other applicable authority—together with fees, costs, sanctions, damages, and such further relief as may be warranted.

Under Rule 2.420(d)(3), Fla. R. Gen. Prac. & Jud. Admin., a party seeking to have court records determined confidential must demonstrate that the filing falls within one of the categories set forth in Rule 2.420(c), Fla. R. Gen. Prac. & Jud. Admin. The party seeking to involve confidentially of record bears the burden of establishing entitlement to confidential treatment. *Barron*, 531 So. 2d at 118.

III. ARGUMENT

A. You Cannot Unring the Bell: Retroactive Sealing Would Serve No Purpose and Would Unfairly Prejudice Defendant

Retroactive sealing would serve no legitimate purpose and would cause substantial harm to Defendant. This alone is sufficient grounds to deny the Motion.

1. The Documents Have Been Publicly Available since October 16, 2025

The Motion to Enforce has been publicly accessible on the Broward County Clerk's website since October 16, 2025 to anyone with internet access. It was downloaded, reviewed, saved, screenshot, forwarded, and discussed by individuals other than the parties in this case.

You cannot unring a bell, you cannot put toothpaste back in the tube, you cannot put the genie back in the bottle.

Once information enters the public domain—particularly in the digital age—it cannot be clawed back by a belated court order. *See TexasLDPC Inc. v. Broadcom Inc.*, No 1:18-CV-01966-RGA, 2019 WL 8105993, at *2 (D. Del. Jan. 29, 2019)(rejecting attempt to seal the court docket filings of confidential information that was filed in the public court file stating that "[d]efendants' desire that its information remain confidential does not negate the reality that the information has already been widely disseminated. Whatever harm Defendants may suffer due to the release of the PowerPoint slide has already been done. Because the PowerPoint slide is no longer confidential and sealing the Complaints will not undo that fact, Defendants' interest in the information does not outweigh the public's right of access to it.").

This obvious point was clearly explained in *Janssen Products, L.P. v. Lupin Ltd.*, No. CIV 2:10-05954 WHW, 2014 WL 956086, at *3 (D.N.J. Mar. 12, 2014) where the court held:

It is well established that once confidential information has been published, it is no longer confidential. *See, e.g., Apple Inc. v. Samsung Elecs. Co.*, 727 F.3d 1214, 1220 (Fed.Cir.2013) ("once the parties' confidential information is made publicly available, it cannot be made secret again"); *Ameziane v. Obama*, 620 F.3d 1, 5 (D.C.Cir.2010) ("once [redacted] is revealed publicly, the disclosure cannot be undone"); *In re Copley Press, Inc.*, 518 F.3d 1022, 1025 (9th Cir.2008) ("Secrecy is a one-way street: Once information is published, it cannot be made secret again."); *Gambale v. Deutsche Bank AG*, 377 F.3d 133, 144 n. 11 (2d Cir.2004) ("Once the cat is out of the bag, the ball game is over." (citation omitted)); *SmithKline Beecham Corp. v. Pentech Pharmaceuticals, Inc.*, 251 F.Supp.2d 1002, 1009 (N.D.Ill.2003) (Posner, J., sitting by designation) (granting a motion to seal terms of a settlement agreement but only to the extent he had chosen not to discuss those terms in his opinion, as "there the cat is out of the bag").

That law is dispositive to this appeal. Regardless of the reason the Court included the information about the patent amendments in its Markman opinion, because the information has been made publicly available—and indeed remains publicly available—the Court does not "have the power, even were [it] of the mind to use it, to make what has thus become public private again." *Gambale*, 377 F.3d at 144; *see id.* ("[H]owever confidential [the information] may have been beforehand, subsequent to publication it was confidential no longer. It now resides on the highly accessible databases of Westlaw and Lexis and has apparently been discussed prominently elsewhere."). The Second Circuit came to this conclusion despite what it considered "the district court's error" and "serious abuse of discretion," and found that the "genie is out of the bottle ... [w]e have not the means to put the genie back." *Id.* This Court does not have the power to put the genie back in the bottle, and as a result, portions of the Markman opinion cannot now be redacted and sealed after they were made publicly available. It follows that the Magistrate Judge's order must be and is reversed.

Here too, the contents of the Motion to Enforce have been sitting on the Clerk of Court online docket and spread on the internet since October 16, 2025. The Court cannot now put the genie back in the bottle.

2. The Filings Have Been Reviewed and Discussed in Public Forums

Plaintiff's public filing immediately set off a wave of online discussion that has severely damaged Villa Vie's reputation. On a Substack group, one post detailed the terms of the

purported settlement agreement that Plaintiff filed in public record, commenting that Defendant [VVR] “completely lost the case.” Another poster astutely commented that:

So it appears that there may be quite the mistake with respect to the filing of SignalWave's motion. It looks like it was supposed to be filed “under seal” and instead was not docketed that way, and so everyone (for now) has access to the settlement agreement attached as an exhibit to the motion. It will be very interesting how this plays out – SignalWave is accusing VVR of breaking confidentiality by describing the nature of the settlement agreement and yet SignalWave's filing lays out the settlement agreement for all to see (even if unintentionally).

But the damage was done. On a Facebook discussion group, members posted the Broward County Clerk's website link and case number so anyone could access the Motion to Enforce containing the confidential mediation communications and its exhibits. One such post proclaimed: *“The unprofessionalism of the CEO landed [VVR] back in court. You can do the research yourself at the Browardclerk.org website; search for Villa Vie...”*. In the same thread, another user reported they had *“got the file”* from the court's system. In other words, the settlement details and allegations were effectively broadcast to the community at large. Once this information spread on public forums, it escaped any party's control.

The online commentary about Defendant quickly turned vitriolic. Commenters openly accused Villa Vie of serious misconduct by breaching the supposed settlement agreement. Within days of the filing, users noted that Defendant had *“missed”* the first settlement payment due October 15, 2025; as one Substack user wrote on October 19, 2025, *“Anything else is theft.”* Another commenter responded that Villa Vie had been *“unjustly enriched”* by reselling the cabin instead of reimbursing the original owner. These discussions specifically referenced Plaintiff's allegations and the court filings, treating them as fact and fueling outrage among readers.

Others attacked Defendant's integrity even more directly. On October 18, 2025, one poster lambasted Villa Vie's CEO as *“really lying when she posted on FB that this case was settled,”* bluntly calling her *“a pathological liar running the MS Clusterf*ck.”* Likewise, a

participant in the Facebook group characterized the entire enterprise as a “*Ponzi scheme*,” suggesting the founders were convincing new customers to join just to prop up the business (Danni Allen, late Oct. 2025). In sum, Plaintiff’s voluntary public disclosure of the dispute has unleashed a firestorm of public criticism – branding Villa Vie a thief, a liar, and a fraudulent scheme in the eyes of observers.

These real-world reactions are direct evidence of the reputational harm Plaintiff’s public filing has caused. Current and prospective customers, industry watchers, and even residents of the ship have consumed these damaging accusations. And once such public opinion has formed and spread, it cannot be undone. No retroactive sealing order can *un-ring* the bell or scrub away the viral posts and fervent opinions already circulating online. The damage to Defendant’s reputation is real, ongoing, and irreversible – sealing the records now would be futile and unjust given that Plaintiff chose to disclose confidential mediation communications in the public eye.

3. Sealing Would Deprive Defendant of the Ability to Respond Publicly

If this Court were to seal the records retroactively, Defendant would be placed in an impossible position. Defendant would be prohibited from publicly addressing or responding to the very allegations Plaintiff chose to make public and that have already been widely disseminated. Plaintiff would be permitted to “ring the bell” by filing inflammatory allegations in a public forum, allow those allegations to be reviewed and shared across the internet, and then retroactively seal the court record—thereby preventing Defendant from defending itself publicly.

This would be profoundly unjust. Defendant has a legitimate interest in being able to respond to public allegations about its business. If the filings are sealed, Defendant loses the ability to cite the court record, to point to its Opposition to the Motion to Enforce demonstrating the falsity of Plaintiff’s claims, or to provide context for ongoing public discussions.

Meanwhile, the discussions themselves—and the screenshots and saved copies of Plaintiff's filings already circulating online—cannot be "unsealed." They will remain in the public domain indefinitely.

4. Fundamental Fairness Requires Denial

Plaintiff cannot simultaneously (1) make public allegations that harm Defendant's reputation, (2) allow those allegations to be widely disseminated online, and (3) then strip Defendant of the ability to respond publicly by retroactively sealing the court record.

If Plaintiff genuinely believed the mediation communications were confidential, Plaintiff should have filed a proper motion under Rule 2.420(e), Fla. R. Gen. Prac. & Jud. Admin. before making the disclosures, or should have refrained from filing an enforcement motion altogether which disclosed confidential mediation communications. Having elected to litigate these issues in a public filing, Plaintiff cannot now disavow the predictable consequences of that choice.

5. Plaintiff Misses the Point: Fla. Stat. § 44.406 Remedies Don't License Disclosure—And You Can't Enforce an Unsigned "Mediated" Deal

In justifying its disclosure of confidential mediation communication, which it now seeks to seal, Plaintiff conflates two distinct concepts. First, if Plaintiff truly believed a single public comment ("we have since settled") breached confidentiality, Fla. Stat. §44.406 provides a narrow remedy vehicle—i.e., apply to the court for relief as to that alleged breach. It does not authorize airing mediation communications or attaching drafts to a public filing, and it certainly does not convert mediation back-and-forth into an enforceable contract.

Second, even on Plaintiff's own facts, there is no enforcement hook. A settlement "as a result of mediation" is unenforceable unless reduced to a writing and signed by all parties. Fla. R. Civ. P. 1.730(b). Plaintiff's Motion to Enforce admits there was only an "agreement in principle," then tries to bootstrap assent from a social-media post and alleged "course of conduct," while simultaneously describing the unsigned draft and claiming it "mirrored"

confidential oral mediation terms. That is exactly what Rule 1.730(b) forbids: turning mediation communications and an unsigned draft into a court-enforceable “deal.”

Even if Fla. Stat. §44.406 could be invoked over a single public comment (“we have since settled”), it did not necessitate or authorize Plaintiff to (i) file a Motion to Enforce an unsigned “mediated” draft, or (ii) disclose what it says occurred and was said during the confidential session to “prove” enforcement. Plaintiff took a narrow grievance and leveraged it into a public enforcement vehicle by spilling what it says happened at mediation—precisely what Chapter 44 prohibits.

Even crediting Plaintiff’s premise that § 44.406 permitted an “application... to a court” for a remedy, that avenue did not authorize the disclosure it chose. Chapter 44 draws a bright line: “mediation communications shall be confidential” and “shall not disclose a mediation communication to a person other than another mediation participant or a participant’s counsel.” The Court, is neither a mediation participant nor counsel, and therefore, the strict prohibition against disclosure of mediation communications extends to prohibition against disclosing mediation communications *even to the court*.

Plaintiff had a straightforward path if it believed a post crossed the line: move under §44.406 about *that post* (“we have since settled”). Instead, Plaintiff used the episode as a springboard to seek enforcement of an unsigned “mediated” draft and, to get there, publicly recited—and attached—what it says were the confidential terms and the mediation communications. The statute doesn’t bless that; Rule 1.730(b) flatly forecloses it. You don’t get to claim “breach of mediation privilege” and then breach it yourself to manufacture an enforceable deal, and then try to cover up your breach by trying to seal the record. The law doesn’t permit the sword-and-shield routine.

6. The Well Is Tainted—Before the Very Decision-Maker

Disclosing mediation communications to the Court itself defeats the core purpose of Chapter 44 and injects avoidable prejudice into this case. Mediation confidentiality exists to promote candid, consequence-free dialogue; once the Court is exposed to one side's account of what was "offered," "agreed," or "conceded," the bell is rung. Even if the Court endeavors to set it aside, that exposure risks—at minimum—the appearance that rulings could be influenced by material that is statutorily inadmissible and procedurally irrelevant. Defendant is thus forced to litigate before a tribunal that has been told extra-record settlement narratives it may not consider, creating doubt about whether the playing field can remain even. That is precisely why Florida law makes mediation communications non-discoverable and non-admissible and channels post-mediation enforcement, if any, through a signed writing—not through narrative disclosures to the judge.

B. Plaintiff Has Waived Any Claim to Confidentiality by Publicly Disclosing Mediation Communications

Even if the documents could be retroactively sealed—which they cannot—the Motion must fail because Plaintiff has waived confidentiality by voluntarily and extensively disclosing mediation communications in its Motion to Enforce.

1. Plaintiff's Motion to Enforce Contains Extensive Mediation Disclosures

Plaintiff's Motion to Enforce alleges:

- "At the settlement conference the Parties reached an agreement in principle and agreed on material terms." (Motion to Enforce ¶7.)
- The written settlement agreement mirrored "the terms of the oral agreement that was reached at the mediation conference." (Motion to Enforce ¶9.)
- "Counsel for Signal Wave suggested that counsel for Villa Vie draft the initial agreement, but counsel for Villa Vie declined..." (Motion to Enforce ¶8.)
- Judge Thornton "emphasized the importance and requirements of confidentiality" before deliberations began. (Motion to Enforce ¶6.)

These statements constitute mediation communications under § 44.403(1), Fla. Stat., which defines such communications as statements "made during the course of a mediation."

By alleging what occurred during the mediation session—including what the parties agreed to, what the mediator said, and which attorney was to draft the agreement—Plaintiff disclosed the very information §44.405, Fla. Stat. is designed to protect.

Moreover, Plaintiff attached the proposed settlement agreement as Exhibit A, claiming it "mirrors" the terms allegedly agreed upon at mediation. If true, then attaching the agreement necessarily discloses the substance of mediation communications.

2. The Sword and Shield Doctrine Bars Plaintiff from Asserting Privilege

"Under the sword and shield doctrine, a party who raises a claim that will necessarily require proof by way of a privileged communication cannot insist that the communication is privileged." *Allstate Ins. Co. v. Levesque*, 263 F.R.D. 663, 667 (M.D. Fla. 2010).

In *Strong v. GEICO Gen. Ins. Co.*, No. 8:16-CV-1757-T-36JSS, 2017 WL 1006457 (M.D. Fla. Mar. 15, 2017), the court confronted nearly identical facts. The plaintiff filed a civil action alleging that the defendant failed to make settlement offers. *Id.* at *1, 3. When the defendant sought discovery about offers made during mediation, the plaintiff invoked the mediation privilege. *Id.* The court rejected this, holding:

Plaintiff cannot hide behind the shield of privilege to prevent Defendant from effectively challenging Plaintiff's evidence and allegations. . . Plaintiff has asserted claims in the Complaint that specifically relate to Defendant's settlement offers. . . Thus, the sword and shield doctrine applies here, and allowing Plaintiff to assert that the mediation privilege applies . . . would hinder Defendant's ability to present a full defense against Plaintiff's bad faith allegations.

Id. at *4.

The same analysis controls here. Plaintiff's Motion to Enforce is predicated entirely on what allegedly occurred during mediation. Plaintiff seeks to use mediation communications offensively—to claim an oral agreement was reached—while simultaneously using the privilege defensively—to prevent Defendant from contesting those claims. Florida law does not permit this.

3. Section 44.405, Fla. Stat. Prohibits Disclosure—It Does Not Authorize Retroactive Sealing

Section 44.405, Fla. Stat. states that mediation communications "shall be confidential" and participants "shall not disclose" such communications. § 44.405(1), Fla. Stat. The statute is prohibitory—it forbids disclosure.

Section 44.405, Fla. Stat. does not authorize parties to disclose mediation communications publicly and then seek retroactive sealing. To the contrary, § 44.406, Fla. Stat. provides remedies when a party violates § 44.405, Fla. Stat.—including equitable relief, damages, and fees. If anyone violated § 44.405, Fla. Stat., it was Plaintiff, by publicly filing extensive disclosures about the mediation.

Plaintiff cannot invoke § 44.405, Fla. Stat. to seal the evidence of its own violation.

C. Plaintiff Failed to Properly Invoke Rule 2.420, Fla. R. Gen. Prac. & Jud. Admin., and the Clerk Had No Duty to Maintain Confidentiality

Even setting aside both the futility of retroactive sealing and Plaintiff's substantive waiver of confidentiality, the Motion fails on an independent procedural ground: Plaintiff never properly invoked Rule 2.420, Fla. R. Gen. Prac. & Jud. Admin.'s confidentiality procedures in the first instance. Plaintiff's fundamental problem is that it blames the Clerk for an error that Plaintiff itself created, and the Clerk had no duty to maintain confidentiality. This procedural failure is fatal to the Motion.

1. Rule 2.420, Fla. R. Gen. Prac. & Jud. Admin. Creates Two Distinct Procedural Tracks

Rule 2.420, Fla. R. Gen. Prac. & Jud. Admin. implements Florida's constitutional preference for public access by creating two distinct procedural tracks for seeking confidential treatment:

Track One: Notice Under Subdivision (d)(2). This streamlined process applies when a filer asserts that a document contains information falling within one of the enumerated categories listed in subdivision (d)(1)(B)—such as social security numbers, bank account

numbers, or names of minors. The filer files a "Notice of Confidential Information within Court Filing" identifying the applicable (d)(1)(B) category and the specific location where the confidential information appears.

Track Two: Motion Under Subdivision (e). This process applies when confidentiality is sought on any basis other than the enumerated (d)(1)(B) categories—including statutory confidentiality provisions like § 44.405, Fla. Stat.. For these situations, the filer must file a "Motion to Determine Confidentiality of Court Records" that identifies the specific legal basis and requests a court order. *See Fla. R. Gen. Prac. & Jud. Admin. 2.420(e)(1).*

The Clerk's duty to maintain confidentiality depends on which track the filer properly invokes.

2. Plaintiff Checked "None/Not Applicable" and Never Triggered Subdivision (d)(2)

Plaintiff filed a "Notice of Confidential Information within Court Filing" purporting to invoke subdivision (d)(2). But Plaintiff's Notice checked the box stating "None/Not applicable" when asked to identify which provision of Rule 2.420.(d)(1)(B), Fla. R. Gen. Prac. & Jud. Admin. applied. Plaintiff instead cited Florida Statutes § 44.406, Fla. Stat. and "mediation privilege"—neither of which appears in Rule 2.420(d)(1)(B), Fla. R. Gen. Prac. & Jud. Admin.

Rule 2.420(d)(2), Fla. R. Gen. Prac. & Jud. Admin. applies only "when the filer of any document containing confidential information described in subdivision (d)(1)(B)" files such a notice. (Emphasis added). By checking "None," Plaintiff affirmatively disclaimed that any (d)(1)(B) category applied. This means:

- Subdivision (d)(2) was never triggered
- The Clerk had no duty to maintain confidentiality during any review period
- The five-day review period never began
- The ten-day grace period never applied

The Clerk did not err by making the filing public. The Clerk simply followed the instruction Plaintiff provided: this filing does not fall within any (d)(1)(B) category.

3. Plaintiff's Only Proper Path Was a Motion Under Subdivision (e)—Filed Contemporaneously

If Plaintiff genuinely believed the Motion to Enforce contained confidential mediation communications, Plaintiff had one lawful option: file a motion under Rule 2.420(e), Fla. R. Gen. Prac. & Jud. Admin. on or before October 16, 2025 when the Motion to Enforce was first filed. Rule 2.420(e)(1)(B), Fla. R. Gen. Prac. & Jud. Admin. provides that upon filing such a motion, "the clerk of court shall treat the records as confidential pending the court's ruling." This is the provision that would have triggered the Clerk's duty to withhold documents from public access.

Plaintiff did not file a section (e) motion on October 16, 2025. Plaintiff instead filed a defective (d)(2) notice. The Motion to Enforce, therefore, became part of the public record immediately upon filing.

4. Plaintiff Cannot Invoke Subdivision (e) Retroactively

Plaintiff filed the present Motion on October 24, 2025—eight days after the Motion to Enforce became public. This retroactive invocation of subdivision (e) cannot cure Plaintiff's initial procedural failure.

Rule 2.420(e)(1)(B), Fla. R. Gen. Prac. & Jud. Admin.'s directive that the Clerk "shall treat the records as confidential pending the court's ruling" contemplates contemporaneous filing. Once a document enters the public record, the public's constitutional right of access attaches. *Barron*, 531 So. 2d at 116-17. Retroactive sealing requires specific findings that a compelling governmental interest necessitates closure—findings Plaintiff cannot make where Plaintiff's own procedural error caused the public filing.

Plaintiff offers no compelling interest. Plaintiff instead asks the Court to seal documents retroactively because Plaintiff made an improper procedural action. That is not a basis for overriding the public's constitutional right of access.

IV. CONCLUSION

Plaintiff's Motion should be denied. The documents have been publicly available on the Clerk's public docket since October 16, 2025, and have been widely disseminated online, making retroactive sealing futile and prejudicial to Defendant. Plaintiff has waived any claim to confidentiality by voluntarily disclosing mediation communications in its Motion to Enforce. And Plaintiff failed to properly invoke Rule 2.420, Fla. R. Gen. Prac. & Jud. Admin.'s confidentiality procedures in the first instance. The Court should deny the Motion and allow the public record to reflect what actually occurred: Plaintiff made a strategic decision to file public allegations, failed to properly seek confidential treatment, and now seeks to escape the consequences of those choices.

WHEREFORE, Defendant respectfully requests that this Court deny Plaintiff's Motion to Determine Confidentiality of Court Records in its entirety.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document was filed with the Clerk of the Court and served via email through the Florida Courts eFiling Portal on the 30th day of October 2025, in accordance with Rule 2.516 of the Florida Rules of Judicial Administration.

/s/ Alex P. Rosenthal
Alex P. Rosenthal, Esq.