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 (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 PURSUANT TO § 44.406, FLA. STAT

Defendant, Villa Vie Residences Corporation ("Defendant"),[1] through undersigned counsel, hereby files this: (I) Memorandum in Opposition to Plaintiff's Motion to Enforce Settlement Agreement and Motion for Sanctions pursuant to §44.406, Florida Statutes, and (II) Cross-Motion for Sanctions against Plaintiff, Signal Wave, LLC ("Plaintiff") and Plaintiff's attorney, Heather L. Woods, and the Foodman Firm, P.A., including dismissal of the Complaint, for Plaintiff and its attorney's own violations of §§44.405–44.406. In support, Defendant states as follows:

[1] Plaintiff has incorrectly sued Villa Vie Residences Corporation, a Florida corporation, erroneously and impermissibly, alleging in a vague and conclusory manner that it does business as Villa Vie Residences Inc., a Marshall Islands entity.

I. INTRODUCTION

Plaintiff's Motion relies on material misrepresentation of both fact and law. It falsely claims the parties "reached an agreement in principle" during mediation, that the written draft "mirrored" the oral agreement reached," that the case-management conference was "jointly called off" due to a settlement, and that Defendants "breached" that agreement. These assertions are false and directly contradicted by the parties' own written communications.

The parties' written communications show that no final agreement was reached. After mediation, on September 24, 2025, Plaintiff's counsel circulated a draft settlement agreement explicitly "for you and your client's review" stating that it "is still subject to our client's approval." On October 9, 2025, Defendant's counsel responded with a detailed redline labeled "Confidential Mediated Settlement Agreement – Redline 10-9-25," highlighting unresolved material terms and expressly stating that "**no settlement is final unless and until all parties execute a final mutually agreeable settlement agreement**." Instead of continuing to negotiate, Plaintiff abruptly shifted tactics—perhaps dissatisfied with the proposed edits—and filed this motion to "enforce" a nonexistent agreement.

The motion also distorts the procedural context. Defendants' Motion to Dismiss remains pending and unadjudicated. Contrary to Plaintiff's representation, no "blatant breaches" have been found, and no liability had been established. In reality, Plaintiff's complaint asserts questionable claims against the wrong defendant, and—faced with a pending motion to dismiss that exposes those defects—Plaintiff now seeks to distort the facts and the law to fabricate a post-mediation "settlement" that never occurred, effectively attempting to secure relief on a pleading that may not even state a cause of action.

Adding to this, Plaintiff's invocation of § 44.406, Fla. Stat., to seek sanctions against Defendant—accusing it of breaching mediation confidentiality—is particularly striking. Defendant merely acknowledged on social media for an unidentified matter, "we have since settled," but Defendant did not disclose any mediation communications. Plaintiff's accusation is disingenuous especially since Plaintiff's own counsel sent an email to the Court stating the same, *i.e.* that "[t]he parties attended an early mediation, and we are pleased to inform you that the parties have reached an agreement in principle pending a written agreement," and Plaintiff's Motion itself publicly discloses the very mediation communications that the statute protects, which is the basis for the Defendant's Cross-Motion for Sanctions against Plaintiff and its counsel. The hypocrisy is unmistakable: the only parties that violated the Mediation Confidentiality and Privilege Act and should be sanctioned is Plaintiff and Plaintiff's counsel.

Plaintiff's motion rests on a false factual record, an incorrect legal standard, and an improper use of mediation law to attempt create leverage during settlement negotiations in a case that has not even survived dismissal. For the reasons stated herein, the Court should deny the Motion, and sanction Plaintiff and its counsel under Fla. Stat. §44.406 for its violations of the Mediation Confidentiality and Privilege Act, including, but not limited to, dismissal of Plaintiff's Complaint.

II. ARGUMENT

PART I - MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AGREEMENT AND MOTION FOR SANCTIONS PURSUANT TO § 44.406, FLA. STAT

A. The Motion is Predicated on Material Misrepresentations of Facts.

Plaintiff's motion is not merely inaccurate — it is affirmatively misleading. Plaintiff's Motion rests on a series of factual misrepresentations that are flatly contradicted by the

contemporaneous record. The written correspondence refutes every material "fact" advanced as the basis for enforcement.[2] These are not minor inaccuracies; they are deliberate distortions of the parties' post-mediation communications designed to mislead the Court into enforcing a settlement that never existed. Key misrepresentations include:

- **False Assertion That the Parties Reached an "Agreement in Principle and Agreed on Material Terms" at Mediation**

In the Motion, Plaintiff falsely represents to the Court that "[a]t the settlement conference the Parties reached an agreement in principle and agreed on material terms." (Motion ¶ 7). This assertion is directly contradicted by the record. Following the mediation, on September 24, 2025, Plaintiff's counsel sent to Defendant's counsel the draft settlement agreement that now appears as Exhibit A to the motion, expressly stating:

> "This draft is being provided **for your and your client's review and is still subject to our client's approval.**" (emphasis added).

(Ex. A, Bates No. 000005-000006)

If the material terms had truly been "agreed" at mediation, there would have been nothing left for Defendant and its counsel to "review" and it would not still have been "subject to [the] client['s] approval." The language confirms that the mediation ended without any finalized terms or signatures as required by Fla. R. Civ. P. 1.730(b). *See infra* pg. 10 (Fla.R.Civ.P. 1.730(b) requires that settlement agreements reached as a result of mediation "be reduced to writing and signed by each party or the party's representative having full authority to settle"). The draft was a proposal still awaiting client consent, confirming no final material terms had been previously agreed upon.

[2] The written correspondence referenced herein is attached hereto as Exhibit A. Each reference to Exhibit A will be identified by its Bates Number.

- **False Claim That the September 24, 2025, Draft Settlement Agreement "Mirrored the Terms of the Oral Agreement Reached at Mediation"**

In the Motion, Plaintiff next falsely claims that the September 24, 2025 written draft settlement agreement "mirrored" an oral agreement allegedly reached at mediation. (Motion, ¶ 9). The contemporaneous emails again disprove this. If the September 24, 2025, draft truly "mirrored the terms of the oral agreement reach at mediation," there would have been nothing left for Defendant's counsel and Defendant to "review," and it would not have been "subject to client approval." (Ex. A, Bates No. 000005-000006)

Moreover, on October 6, 2025, Plaintiff's counsel followed up with Defendant's counsel asking, "Following up on this. Advise as to status when you have a moment," further evidencing that the draft was not a reflection of a finalized agreement but a proposal open for revision. (Ex. A, Bates No. 000005). The next day, October 7, 2025, Defendant's counsel responded, "I have reviewed the proposed agreement but still need to go over with them. I am hoping to do so by end of the week and return with our comments." (Ex. A, Bates No. 000004). Two days later, on October 9, Defendant's counsel transmitted a document titled *"Confidential Mediated Settlement Agreement Redline 10-9-25,"* expressly stating to Plaintiff that "no settlement is final unless and until all parties execute a final mutually agreeable settlement agreement." (Ex. A, Bates No. 000001)

This active exchange of edits, questions, and redlines further refutes any claim that the September 24, 2025, proposed written draft "mirrored" pre-existing oral terms. It was not a memorialization of an agreement, but part of an ongoing negotiation that never culminated in signatures or assent.

- **Misrepresentation That the October 1 Case-Management Conference Was "Jointly" Canceled Because the Case Had Settled**

The Motion falsely states that "the Parties jointly called off the Case Management Conference considering the Written Settlement Agreement." (Motion, ¶10). The court's own correspondence proves otherwise. On September 29, 2025, at 11:01 AM, Plaintiff's counsel unilaterally requested that the hearing be removed from the docket, stating only that there was "an agreement in principle **pending a written agreement**." (emphasis added). (Ex. A, Bates No. 000011) The judicial assistant replied, "Please file a notice of settlement and I can take you off the docket." (Ex. A, Bates No. 000011) Within minutes, Defendant's counsel responded to Plaintiff's counsel:

> We cannot file a notice of settlement since, as we discussed this morning, we just got the draft agreement late last week and I haven't gone over it with my client. There are terms and language that will need to be worked out so the final agreement's terms are not agreed to as of today.

(Ex. A, Bates No. 000016).

Plaintiff's counsel then responded to the Court that the parties would attend the case management conference, but the Court's judicial assistant informed them that they were excused. (Ex. A, Bates No. 000010). The hearing was therefore not "jointly called off," and no representation of a completed settlement was ever made by Defendant.

- **Misrepresentation That Villa Vie's CEO's Social-Media Post Reflected Acceptance of the Settlement**

Plaintiff devotes several paragraphs to claiming that a social-media post dated October 5, 2025**,** by Villa Vie's CEO stating that the parties "have since settled," constituted "unequivocal acceptance" of the written draft. (Motion, ¶¶ 13–18). The timing, context, and content of the record show otherwise. The post does not identify the parties, the lawsuit, or any settlement terms, and it

was authored by a non-lawyer, who is represented by counsel. It was a generic comment that, at most, reflects optimism that the dispute is resolving—not a manifestation of contractual assent to certain fixed and agreed upon terms.

The contemporaneous correspondence following the post confirms that the parties were still negotiating and that material terms remained open. On October 6, 2025, Plaintiff's counsel emailed Defendant's counsel: "Following up on this. Advise as to status when you have a moment." (Ex. A, Bates No. 000005). The next morning, October 7, 2025, Defendant's counsel responded: "My clients were out of the country and inaccessible. I have reviewed the proposed agreement but still need to go over with them. I am hoping to do so by end of the week and return with our comments." (Ex. A, Bates No. 000004). Plaintiff's counsel responded, "[p]lease expedite the meeting with your clients and let's connect before EOW [end of week]." (Ex. A, Bates No. 000003). Two days later, on October 9, 2025, Defendant's counsel transmitted a revised draft labeled *"Confidential Mediated Settlement Agreement Redline 10-9-25"* expressly stating to Plaintiff's counsel that "no settlement is final unless and until all parties execute a final mutually agreeable settlement agreement." (Ex. A, Bates No. 0000001).

These communications—each occurring after the October 5, 2025 social-media post—conclusively demonstrate that no final agreement had been reached, no mutual assent existed, and no document was ever signed. A casual social-media remark that omits the parties, the case, and the terms of settlement cannot override the unambiguous written record establishing that the parties both understood that the negotiations were ongoing, and no enforceable settlement ever existed.

- **Misrepresentation That Defendants' October 9, 2025 Revisions Were Sent Only After Mutual Assent**

Plaintiff contends that "following the Parties' mutual assent … counsel for Villa Vie sent revisions," but that those revisions were "moot." (Motion, ¶20). The record demonstrates the

opposite. The October 9, 2025 redlined draft preceded any assent and was the product of continuing discussions about unresolved terms. Plaintiff's own correspondence reflects that it awaited Defendant's review and approval, confirming that no mutual assent existed. On October 6, 2025, Plaintiff's counsel sent an email "following up" on the proposed draft settlement agreement, stating "advise as to status when you have a moment." (Ex. A, Bates No. 000005). The very next day, October 7, 2025, Plaintiff's counsel sent an email stating "please expediate the meeting with your clients and let's connect before EOW." (Ex. A, Bates No. 000003). Plaintiff's historical revisionism that the revisions came "after" agreement reverses the sequence of events.

- **False Claim That a Payment Obligation Existed as of October 15, 2025**

Plaintiff further falsely claims that "the first installment under the Written Settlement Agreement was due October 15 and Villa Vie failed to comply." This statement assumes the existence of an executed agreement when none existed. The record is devoid of any signatures, DocuSign confirmations, or written assent establishing an effective date. A payment obligation cannot arise from an unsigned draft still under negotiation.

- **False Characterization of the "Snatch" Social-Media Post as Proof of Contractual Performance**

The Motion goes so far as to claim that Villa Vie "sold the cabin in accordance with the Written Settlement Agreement," allegedly proving acceptance. (Motion, ¶¶18, 20). The post on which Plaintiff relies, however, never used the word "sold." It used the word "snatch," a casual, colloquial term meaning "to grab" or "to obtain"—not an admission of an actual sale or transfer. By rewriting "snatch" as "sold," Plaintiff deliberately distorts the text. No correspondence, filing, or document references any sale or performance of settlement terms. The claim is pure speculation designed to manufacture evidence of a sale, mislead the Court, where no such sale has occurred.

- **Misrepresentation That a Notice of Settlement Was Filed or Agreed Upon**

Throughout the motion, Plaintiff implies that both sides advised the Court that the matter had settled. (Motion, ¶10). The record shows precisely the opposite. When the judicial assistant requested a notice of settlement, Defendant's counsel immediately and unequivocally responded, "the final agreement's terms are not agreed to as of today." (Ex. A, Bates No. 000016). No joint notice was filed, and no representation of settlement was made on Defendants' behalf. Moreover, Plaintiff's counsel advised the Court that the parties would attend the case management conference. (Ex. A, Bates No. 000010). Plaintiff's insinuation of mutual acknowledgment is false.

- **False Accusation That Villa Vie Breached Mediation Confidentiality Fla. Stat. § 44.405**

Plaintiff falsely accuses Defendants of violating mediation confidentiality by claiming that a Facebook post "reveals the confidences of what transpired at the mediation conference." (Motion, ¶¶22-24). The post merely states, "we have settled," without referencing mediation, participants, or any specific terms. This statement does not constitute a "mediation communication" under Fla. Stat. §44.403(1), which defines such communications as "an oral or written statement, or nonverbal conduct intended to make an assertion, by or to a mediation participant made during the course of a mediation, or prior to mediation if made in further of a mediation."

The statement "we have settled" is analogous to a mediator's mandatory report under Fla. R. Civ. P. 1.730(a), which requires mediators, also bound by confidentiality under Fla. Stat. § 44.405, to disclose whether a case has settled or not. *See* Fla.R.Civ. P. 1.730(a)("If the parties do not reach an agreement as to any matter as a result of mediation, the mediator must report the lack of an agreement to the court without comment or recommendation."). Such factual acknowledgments are not protected mediation communications.

Ironically, Plaintiff's own motion violates confidentiality by disclosing actual mediation communications, including alleged terms of an oral agreement made during mediation and attaching an unsigned draft agreement as Exhibit A.[3] These disclosures, filed publicly in the Court, constitute a clear violation of Fla. Stat. § 44.405. No statutory exception permits disclosing mediation communications to pursue enforcement of an unexecuted agreement. *See infra* Part II.

In sum, Plaintiff's accusations are baseless and rely on material misrepresentations of fact and law. The written record—including emails, draft agreements, and court correspondence—contradicts every premise of Plaintiff's motion. The Court should deny the motion and impose sanctions for Plaintiff's bad-faith attempt to mislead the Court with falsehoods.

III. The Motion Misrepresents the Law Governing Mediated Settlement Agreements and Conceals Binding Authority

The Motion's legal foundation is as defective as its facts. It invites this Court to enforce an unsigned mediation draft by recasting it as a post-mediation contract, all while omitting the single rule and line of authority that forecloses enforcement as a matter of law. This is not mere oversight; it is a calculated effort to mislead. Florida's procedural rules and controlling precedent leave no doubt: a settlement purportedly arising from mediation is unenforceable absent written signatures of all parties.

A. Rule 1.730(b) Requires a Signed Writing—Without It, There Is No Settlement

Florida Rule of Civil Procedure 1.730(b) could not be clearer: if a partial or final agreement is reached as a result of mediation, it **"**must be reduced to writing and signed by each party or the party's representative having full authority to settle.**"** This requirement is not optional or

[3] Defendant declines to comment on what did – or did not – occur during the mediation conference, as doing so would be improper and violate Fla. Stat. §44.405. Plaintiff's public disclosure of alleged mediation terms in a court filing egregiously violates Fla. Stat. § 44.405, as addressed in Defendants' Cross-Motion for Sanctions. *See infra* Part II.

procedural window dressing—it is the condition precedent to enforceability. Until the writing is signed, there is no settlement to enforce.

The rule exists for an important reason. Mediation is designed to promote candid, exploratory discussion, not to trap participants into alleged "agreements" based on fluid or informal exchanges. The signature requirement ensures that what occurs in mediation remains confidential unless and until both sides memorialize their assent in writing. It prevents precisely the kind of misuse the Plaintiff attempts here: taking an unsigned draft circulated weeks after mediation and recasting it as an "enforceable settlement."

Yet, Plaintiff's Motion omits any reference to Rule 1.730(b). That omission is not accidental—it is the only way to maintain the illusion that this Court has authority to enforce the unsigned draft attached to the Motion as Exhibit A. By withholding the controlling rule, Plaintiff asks the Court to disregard Florida's mandatory mediation procedure and instead apply general contract law that does not govern mediated resolutions. The omission materially misleads the Court and renders the motion legally defective.

B. Florida Courts Have Consistently Held that Unsigned Mediated Settlement Agreements are Unenforceable

Having concealed Rule 1.730(b), Plaintiff also omits every controlling case interpreting it—cases that unanimously hold that a mediated settlement lacking signatures is unenforceable as a matter of law. This is not an area of ambiguity; it is a settled principle that has been reaffirmed across multiple districts.

In *Parkland Condominium Association, Inc. v. Henderson*, 350 So. 3d 484 (Fla. 2d DCA 2022), the Second District reversed an order enforcing an unsigned mediation agreement where the parties' attorneys had exchanged final drafts and confirmed agreement "in principle." The court

held that because the document was never executed by the parties, it was unenforceable under Rule 1.730(b):

> "When parties reach a settlement agreement after mediation, Rule 1.730(b) expressly provides: 'If a partial or final agreement is reached, it shall be reduced to writing and signed by the parties and their counsel, if any.' … Thus, a supposed settlement agreement resulting from mediation cannot be enforced absent the signatures of all parties." *Id.* at 486.

The Fourth District reached the same conclusion in *Scott v. Tischler*, 882 So. 2d 461 (Fla. 4th DCA 2004), rejecting an attempt to enforce an unsigned mediated agreement and holding that "the lack of the parties' signatures on the agreement was not a mere 'technical detail,' but a requirement of Florida Rule of Civil Procedure 1.730." *Id.* at 463. Likewise, in *Dean v. Rutherford Mulhall, P.A.*, 872 So. 2d 431 (Fla. 4th DCA 2004), the court again confirmed that unsigned mediation agreements, even where the parties intend to be bound, are legally void.

Each of these cases arose from the same type of post-mediation enforcement motion presented here—and each was rejected on the same ground: without the parties' signatures, there is no enforceable agreement, no matter how detailed the draft or how confident one party's lawyer may have been that the matter was "resolved."

C. Plaintiff's Reliance on General Contract Law Is Misplaced—and Even Under Those Principles, No Agreement Exists

Unable to satisfy Rule 1.730(b), Plaintiff resorts to quoting general contract law, relying primarily on *Robbie v. City of Miami,* 469 So. 2d 1384 (Fla. 1985), for the proposition that settlements are "highly favored" and enforceable when parties agree on essential terms. That reliance is both misleading and legally irrelevant. The settlement in *Robbie* did not arise from mediation. Its principles govern only ordinary, out-of-court settlements—*not* agreements claimed to result from mediation, which are governed exclusively by Rule 1.730(b).

By substituting inapplicable contract doctrines for the rule that actually governs, Plaintiff misleads the Court into treating mediation as if it were an open commercial negotiation. The difference is critical: under Rule 1.730(b), an alleged mediation settlement has no legal effect until it is reduced to writing and signed by all parties. The rule exists precisely to prevent a party from doing what Plaintiff attempts here—retroactively converting mediation discussions and unsigned drafts into an enforceable contract.

Even if the Court were to disregard Rule 1.730(b) and analyze the Motion under basic contract principles, Plaintiff's argument still collapses. Florida's objective test for contract formation requires unambiguous assent to identical essential terms; acceptance must mirror the offer and be absolute. *Robbie*, 469 So. 2d at 1385–86. Conditional or qualified offers and acceptance—such as a proposal sent "for review" or "subject to client approval"—cannot create a binding contract. *See also King v. Bray*, 867 So. 2d 1224, 1228 (Fla. 5th DCA 2004)(finding no contract where continued negotiations and revisions demonstrated no final assent).

Florida's appellate courts reaffirmed this principle in *Vision Palm Springs, LLLP v. Michael Anthony Co., LLC*, No. 4D23-1818 (Fla. 4th DCA Mar. 20, 2024). There, the Fourth District found no enforceable settlement where one party's assent was expressly conditioned on its insurance carrier's approval and final execution of a written agreement. The court emphasized that emails between counsel showed the defendant "intended the insurance carrier to first approve the [agreement] before the parties could sign the written document." *Id.* at 7. When counsel confirmed the adjuster still needed to "sign off on the language," the court concluded that "Coscan explicitly intended for the insurance adjuster to first give its own approval before final execution of the agreement would occur," and thus "there was no deal." *Id.* As the court held:

> Where the record establishes that the parties intended further action be taken prior to completion of a binding agreement, the agreement is not final." Id. (quoting *Williams v. Ingram*, 605 So. 2d 890, 893 (Fla. 1st DCA 1992)).
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> Section 6 of the Second Revised Agreement unambiguously states: 'The Effective Date shall be the date upon which the last signatory executes the Settlement Agreement.' As such, the parties clearly intended for the agreement to become effective only upon execution by the last signatory." *Id.*

That reasoning applies with equal force here. On September 24, 2025, Plaintiff's counsel circulated the draft settlement agreement expressly stating that it was being sent "for your and your client's review and is still subject to our client's approval." (Ex. A, Bates No. 000005-000006). If that draft—which Plaintiff now claims was orally agreed to at mediation—had truly reflected final terms, there would have been no need to label it "subject to approval" or invite further review. Yet Plaintiff's counsel continued to send multiple follow-up emails asking for comments, and on October 9, 2025 defense counsel returned a redlined version labeled *"Confidential Mediated Settlement Agreement Redline 10-9-25."* That transmittal expressly stated:

> "No settlement is final unless and until all parties execute a final mutually agreeable settlement agreement." (Ex. A, Bates No. 000001).

Those words echo *Vision Palm Springs* almost verbatim: both records reflect an understanding that the agreement would not be effective until executed by all parties. In fact, those words could not be clearer—they expressly negate any claim that a settlement already existed.

Moreover, during that same period, Plaintiff's counsel advised the Court that there was only "an agreement in principle pending a written agreement." (Ex. A, Bates No. 000011)(emphasis added). The judicial assistant responded, "Please file a notice of settlement and I can take you off the docket." (Ex. A, Bates No. 000011). Within minutes, Defendant's counsel replied to Plaintiff's counsel: "We cannot file a notice of settlement . . . the final agreement's terms are not agreed to as of today." (Ex. A, Bates No. 000016). This exchange confirms that both

parties understood no final settlement existed. Plaintiff's own description of an "agreement in principle pending a written agreement" directly contradicts its claim of a completed, enforceable settlement. (Ex. A, Bates No. 000017).

The record leaves no room for doubt: both under Rule 1.730(b) and under fundamental contract law, no meeting of the minds ever occurred. Iterative drafts, open terms, and express reservations of client approval cannot create an enforceable settlement. Plaintiff's effort to reframe an ongoing negotiation as a completed agreement is legally baseless.

IV. Plaintiff's Accusation of a Confidentiality Breach by Defendant is Unfounded; Plaitnhiff Itself Violation Fla. Stat. § 44.406 and the Mediation Confidentiality Statute

Plaintiff's invocation of §44.406, Fla. Stat., is not grounded in any legitimate confidentiality concern but represents a strategic and improper use of the statute to create leverage in post-mediation settlement discussions. The Facebook post referenced in Plaintiff's Motion—which simply stated that "we have since settled"—did not disclose any "mediation communication" as defined by §44.403(1), nor did it reveal any confidential or substantive information from mediation. It was not directed to any mediation participant, was not made during or in furtherance of mediation, and contained no reference to the content, offers, or discussions that occurred at mediation.

Florida's Mediation Confidentiality and Privilege Act was designed to protect what is said in mediation, not to penalize a benign acknowledgment that the parties settled. Indeed, Florida's procedural rules expressly require mediators to report whether the parties reached an agreement. See Fla.R.Civ.P. 1.730.[4] To hold that merely stating "we settled" violates §44.405 would render Rule 1.730(a) impossible to follow.

[4] Fla.R.Civ.P. 1.730(a) states:

In contrast, Plaintiff's own Motion publicly discloses multiple actual mediation communications—including detailed information about what allegedly occurred during mediation, including the supposed "oral agreement reached at the mediation conference" and the "terms" of that agreement attached which Plaintiff claims mirror the draft agreement attached to the Motion as Exhibit A. These disclosures constitute actual violations of the mediation confidentiality statute and are precisely the type of conduct prohibited by §44.405; thereby warrant sanctions against Plaintiff, not Defendant. *See infra* Part II (Defendant's Cross Motion for Sanctions).

II. THE FACEBOOK POST IS NOT A "MEDIATION COMMUNICATION" AS DEFINED BY FLA. STAT. §44.403

Section 44.403(1), Florida Statutes, defines a "mediation communication" as an oral or written statement, or nonverbal conduct intended to make an assertion, by or to a mediation participant made during the course of a mediation or prior to mediation if made in furtherance of a mediation." The purpose of this definition is to protect the substance of what occurs in mediation — not to penalize procedural acknowledgments that the parties attended mediation or later resolved their dispute.

(a) No Agreement. If the parties do not reach an agreement as to any matter as a result of mediation, **the mediator must report the lack of an agreement to the court without comment or recommendation**. With the consent of the parties, the mediator's report may also identify any pending motions or outstanding legal issues, discovery process, or other action by any party which, if resolved or completed, would facilitate the possibility of a settlement.
(b) Agreement. If a partial or final agreement is reached, it must be reduced to writing and signed by each party or the party's representative having full authority to settle under rule 1.720(c). Signatures may be original or electronic and may be in counterparts. The agreement must be filed when required by law or with the parties' consent. A report of the agreement must be submitted to the court or a stipulation of dismissal will be filed. By stipulation of the parties, the agreement may be transcribed or electronically recorded. In such event, the transcript may be filed with the court. **The mediator must report the existence of the signed or transcribed agreement to the court without comment within 10 days**. No partial or final agreement under this rule may be reported to the court except as provided in this rule. (emphasis added).

Here, the Facebook post states only, "we have since settled." It does not identify the case name, the parties, the mediator, or any term of settlement. It was made after the mediation concluded, not communicated in mediation to a mediation participant, and does not describe or imply any detail about the mediation's content or outcome beyond the simple fact that a matter was resolved. By its plain terms, it is not a mediation communication under Fla. Stat. §44.403(1).

The federal court in *Procaps S.A. v. Patheon Inc.*, No. 12-22356-CIV, 2014 WL 5410300 (S.D. Fla. Oct. 22, 2014), addressed statements far more specific and still found no violation. In *Procaps*, one party publicly stated that there was a "monumental gap" between the parties' positions at mediation, that the opposing side had made an "over-the-top" demand "based on [its] expert's flawed opinion," that the other side had "refused to close the gap," and that "no good-faith effort" to compromise had been made. The moving party claimed these statements violated the mediation confidentiality rule. The court disagreed. It found that these remarks, while referring explicitly to the mediation, were "innocuous and not violative of the confidentiality rule" because they did not reveal any specific offers, demands, or mediation communications. Even limited references to negotiation dynamics — such as describing the mediation as having failed due to "substantial differences" — were held "sufficiently generic" to fall outside the scope of prohibited mediation communications.

Similarly, in *Herrmann v. Wells Fargo Bank, N.A.*, No. 7:19-cv-827, 2021 WL 890573 (W.D. Va. Mar. 9, 2021), the defendant had publicly filed statements discussing the mediation in more detail than the post at issue here. The defendant noted its "frustration with the mediation process," suggested that the plaintiff "failed to support [its] position at the mediation." Relying on *Procaps S.A*, the court held that none of those comments violated confidentiality because they were "broad and sufficiently general," noting "general frustration about the mediation process and

outcome" and did not disclose any offers or demands made at the mediation or attach any document created for or during the mediation. Importantly, the court emphasized that even when statements are arguably unwise or unnecessary, they do not warrant sanctions unless they divulge substantive information about what was said or exchanged during mediation.

Here, the Facebook post here did not even mention the mediation, the parties, let alone describe any "gap," "refusal," or "failed negotiations." It simply stated "we have since settled," which conveys less information than the mediator's own required report under Rule 1.730(a). Indeed, Florida's procedural rules require mediators to report whether the parties reached an agreement. To hold that merely stating "we settled" violates §44.405 would make compliance with Rule 1.730(a) impossible and elevate form over substance in direct contradiction to the statute's purpose.

Accordingly, if the far more detailed statements in *Procaps* and *Herrmann* did not constitute a breach, a single public comment that "we have since settled" plainly cannot. The law does not, and should not, treat neutral acknowledgments of settlement (or impasse for that matter) as forbidden disclosures of mediation communications.

III. PLAINTIFF'S OWN EMAIL TO THE COURT SHOWS THAT ITS THEORY FAILS

Plaintiff's own email to the Court undermines its theory. Plaintiff's counsel sent an email to the Court stating:

> "The parties attended an early mediation, and we are pleased to inform you that the parties have reached an agreement in principle pending a written agreement." (Ex. A, Bates No. 00017)

Under Plaintiff's logic, if Defendant's post violates § 44.405, this email—conveying the same fact to a third party—would also breach the statute. Both communications are neutral procedural updates, not protected substantive mediation details, and neither violates the Act.

V. PLAINTIFF'S MOTION DISCLOSES MEDIATION COMMUNICATIONS IN VIOLATION OF FLA. STAT. §44.405.

In stark contrast to Defendants' alleged conduct, Plaintiff's Motion and exhibits actually violate confidentiality. Paragraphs 7–9 of the Motion state that "the parties reached an oral agreement" during mediation and that the "written settlement agreement mirrors the terms of the oral agreement reached at the mediation conference." Exhibit A attaches the alleged "Written Settlement Agreement" and asserts that Defendants "assented" to those terms during mediation. Those assertions are mediation communications under §44.403(1). They purport to describe statements and agreements made *by mediation participants during the mediation.* Publicly filing such material is a clear statutory violation. As court in *Rayonier Performance Fibers, LLC v. Amerisure Insurance Co.*, No. 3:21-cv-962-TJC-PDB, 2021 WL 5416185 (M.D. Fla. Nov. 19, 2021), explained, inclusion of mediation communications in a court filing itself violates §44.405 and triggers the remedies of §44.406. Plaintiff's public filing of these communications—combined with its baseless accusation that Defendants violated confidentiality—illustrates precisely the conduct the statute aims to prevent. As discussed *infra*, Plaintiff's filing of confidential mediation communications in its Motion is a violation of the act and sanctions against Plaintiff and its counsel are mandatory. *See infa* §VII (Defendant's Cross Motion for Sanctions)

V. THE "PICKLEBALL" REFERENCE DOES NOT CHANGE THE ANALYSIS

Plaintiff further points to a "pickleball" reference as if it somehow converted a public or operational issue into a protected mediation communication. The law is to the contrary. As *Rayonier* held, parties cannot transform public or otherwise discoverable information into confidential material simply because it was discussed during mediation. Information already public or part of the record remains non-confidential under §44.405(5). Plaintiff's complaints about the pickleball court are contained in Plaintiff's Complaint. *See* Compl, ¶¶43-46.

PART II: DEFENDANTS' CROSS–MOTION FOR SANCTIONS AGAINST PLAINTIFF AND ITS COUNSEL, INCLUDING DISMISSAL OF PLAINTIFF'S COMPLAINT

Plaintiff and its counsel have knowingly, and in bad faith, disclosed confidential mediation communications in the public record in violation of Fla. Stat. §44.405. Pursuant to §44.406, Defendants move for sanctions against Plaintiff and its counsel for knowingly and willfully disclosing mediation communications in violation of §44.405 by:

- Publicly filing allegations in paragraphs 7–9 of Plaintiff's Motion that describe the alleged discussions and agreements reached from mediation; and
- Attaching and referencing Exhibit A as the "Written Settlement Agreement" purported agreed to during mediation.

These actions constitute deliberate violations of Fla. Stat. § 44.405, which prohibits disclosing mediation communications. *See Drummond v. Zimmerman*, 454 F. Supp. 3d 1207 (S.D. Fla. 2020)(inclusion of mediations statements in public court filings is a violation of the Florida Mediation Act, Fla. Stat. §44.405 and finding that sanctions were warranted under Fla. Stat. §44.406(1) against plaintiff where plaintiff referenced a proposed agreement presented at mediation that was not signed and attached a copy of it to the complaint).

Under §44.406(1), remedies for such violations include equitable relief, compensatory damages, mediator's fees, and reasonable attorney's fees incurred in addressing the violation. *See* §44.406(1)(a)–(d), Fla. Stat.; *see also Drummond,* 454 F. Supp. 3d at 29 (noting Florida's Mediation Confidentiality and Privilege Act mandates civil remedies for knowing and willful disclosures).

Plaintiff willfully and intentionally publicly disclosed alleged actual mediation communications and attached documents reflecting alleged terms of an agreement that Plaintiff claims was reached at mediation—conduct that falls squarely within the statute's prohibition.

Given the severity of Plaintiff's violation, Defendant submits that no remedy other than dismissal of Plaintiff's Complaint will right Plaintiff's wrong. *See Parazino v. Barnett Bank of South Florida, N.A.*, 690 So. 2d 725 (Fla. 4th DCA 1997)(affirming trial court decision to strike pleadings and dismiss plaintiff's case with prejudice as sanctions for violating mediation confidentiality by disclosing contents of offer conveyed at mediation). Plaintiff also seeks to strike Plaintiff's Motion in its entirety from the court record and seeks sanctions against Plaintiff and its counsel, jointly and severally, for breach of mediation confidentiality by awarding Defendant its attorneys' fees and costs for bringing this Cross-Motion as well as the cost of preparing for and attending mediation as well.

VIII. CONCLUSION

Plaintiff's Motion to Enforce Settlement and for Sanctions relies on factual misrepresentations, legal errors, and an improper attempt to manipulate the mediation process. The record clearly demonstrates the absence of an executed agreement, mutual assent, or any confidentiality breach by Defendant. Accordingly, the Court should deny Plaintiff's Motion to Enforce and for Sanctions in its entirety. Further, the Court should dismiss Plaintiff's Complaint with prejudice for Plaintiff's flagrant violation of Florida's Mediation Confidentiality Statute under the false claim of Defendant's breach, and seal and strike all alleged mediation communications disclosed in Plaintiff's filings. Furthermore, the Court should award Defendant reasonable attorney's fees and mediator's fees pursuant to § 44.406, Florida Statutes, to remedy Plaintiff's misuse of the judicial process and rectify prejudice caused by Plaintiff's actions, and award all other relief this Court deems necessary and proper.

RULE 1.202 CERTIFICATION

I certify that prior to filing this Opposition, I discussed the relief requested in Part II of the Opposition by telephone on October 24, 2025, and the opposing party disagrees with the resolution of the relief sought in Part II of the Opposition.

ROSENTHAL LAW GROUP
2103 N. Commerce Parkway
Weston, FL 33326
954.384.9200
954.384.0017 Fax

By: /s/ Alex P. Rosenthal
Alex P. Rosenthal
Fla. Bar No. 815160
alex@rosenthalcounsel.com

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 24th 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.

From: Alex Rosenthal
To: Heather Woods
Cc: Daniel Foodman
Subject: RE: Proposed Settlement Agreement Villa Vie And SignalWave
Date: Thursday, October 9, 2025 2:11:00 PM
Attachments: image003.png
CONFIDENTIAL MEDIATED SETTLEMENT AGREEMENT Redline 10 9 25.docx

---

Privileged Settlement Communication

Heather:

Please see the redlined Settlement Agreement. After reviewing the changes, please let me know if you want to jump on a call and go through any of the changes or if you prefer to send me back a clean copy with any outstanding issues.

I will be out from 3 pm today and out tomorrow so I won't be able to discuss anything with you until Monday.

No settlement is final unless and until all parties execute a final mutually agreeable settlement agreement.

Alex P. Rosenthal
Rosenthal Law Group
2103 North Commerce Parkway
Weston, Florida 33326
954.384.9200 Tel.
954.384.0017 Fax
alex@rosenthalcounsel.com

ROSENTHAL
LAW
GROUP

Section 10.37 of Treasury Department Circular 230.
A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

From: Heather Woods <hw@FoodmanFirm.com>
Sent: Tuesday, October 7, 2025 12:08 PM
To: Alex Rosenthal <Alex@rosenthalcounsel.com>
Cc: Daniel Foodman <DF@FoodmanFirm.com>
Subject: RE: Proposed Settlement Agreement Villa Vie And SignalWave

Understood. GL in depo.

Heather Woods, Esq.

THE FOODMAN FIRM

www.foodmanfirm.com
Main Line: 1-305-201-3663
Direct Line: 1-561-873-8722
Cellphone: 1-508-280-6822
hw@foodmanfirm.com

3059 Grand Avenue, Suite 330
Miami, Florida 33133

From: Alex Rosenthal <Alex@rosenthalcounsel.com>
Sent: Tuesday, October 7, 2025 11:52 AM
To: Heather Woods <hw@FoodmanFirm.com>
Cc: Daniel Foodman <DF@FoodmanFirm.com>
Subject: RE: Proposed Settlement Agreement Villa Vie And SignalWave

I'm doing my best. I am deposition today.

Alex P. Rosenthal
Rosenthal Law Group
2103 North Commerce Parkway
Weston, Florida 33326
954.384.9200 Tel.
954.384.0017 Fax
alex@rosenthalcounsel.com

ROSENTHAL
LAW
GROUP

From: Heather Woods <hw@FoodmanFirm.com>
Sent: Tuesday, October 7, 2025 11:49 AM
To: Alex Rosenthal <Alex@rosenthalcounsel.com>
Cc: Daniel Foodman <DF@FoodmanFirm.com>
Subject: RE: Proposed Settlement Agreement Villa Vie And SignalWave

Alex,

Please expedite the meeting with your clients and let's connect before EOW.

Thanks,

Heather

Heather Woods, Esq.

THE FOODMAN FIRM

www.foodmanfirm.com
Main Line: 1-305-201-3663

Direct Line: 1-561-873-8722
Cellphone: 1-508-280-6822
hw@foodmanfirm.com

3059 Grand Avenue, Suite 330
Miami, Florida 33133

From: Alex Rosenthal <Alex@rosenthalcounsel.com>
Sent: Tuesday, October 7, 2025 8:31 AM
To: Heather Woods <hw@FoodmanFirm.com>
Cc: Daniel Foodman <DF@FoodmanFirm.com>
Subject: RE: Proposed Settlement Agreement Villa Vie And SignalWave

I apologize for the delay. My clients were out of the country and inaccessible. I have reviewed the proposed agreement but still need to go over with them. I am hoping to do so by end of the week and return with our comments.

Alex P. Rosenthal
Rosenthal Law Group
2103 North Commerce Parkway
Weston, Florida 33326
954.384.9200 Tel.
954.384.0017 Fax
alex@rosenthalcounsel.com

ROSENTHAL
LAW
GROUP

Section 10.37 of Treasury Department Circular 230.
A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

From: Heather Woods <hw@FoodmanFirm.com>
Sent: Monday, October 6, 2025 11:42 AM
To: Alex Rosenthal <Alex@rosenthalcounsel.com>
Cc: Daniel Foodman <DF@FoodmanFirm.com>
Subject: RE: Proposed Settlement Agreement Villa Vie And SignalWave

Alex,

Happy Monday. Following up on this. Advise as to status when you have a moment.

Thanks,

Heather

Heather Woods, Esq.

THE FOODMAN FIRM

www.foodmanfirm.com
Main Line: 1-305-201-3663
Direct Line: 1-561-873-8722
Cellphone: 1-508-280-6822
hw@foodmanfirm.com

3059 Grand Avenue, Suite 330
Miami, Florida 33133

From: Heather Woods
Sent: Wednesday, September 24, 2025 12:26 PM
To: Alex Rosenthal <alex@rosenthalcounsel.com>
Cc: Daniel Foodman <DF@FoodmanFirm.com>
Subject: Proposed Settlement Agreement Villa Vie And SignalWave

Alex,

Please find attached the proposed draft settlement agreement, which is being sent for you and your client's review and is still subject to our client's approval. Let's loop up after you and your client have had an opportunity to review it. Thank you again for your patience.

Warmly,

Heather

CAUTION: This email originated from outside of the organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

From:	Heather Woods
To:	Alex Rosenthal; Katarzyna Zielinski
Cc:	Service; div18@17th.flcourts.org; aprosenthal@gmail.com; Daniel Foodman; Eduardo Casal; Jessiya Joseph
Subject:	RE: CACE25006694 - Docket Hearings on 10/01/2025
Date:	Tuesday, September 30, 2025 3:07:11 PM
Attachments:	image001.png

Yes, mea culpa. Thanks, Alex, and proof we are working well together.

Heather Woods, Esq.

THE FOODMAN FIRM

www.foodmanfirm.com
Main Line: 1-305-201-3663
Direct Line: 1-561-873-8722
Cellphone: 1-508-280-6822
hw@foodmanfirm.com

3059 Grand Avenue, Suite 330
Miami, Florida 33133

From: Alex Rosenthal <Alex@rosenthalcounsel.com>
Sent: Tuesday, September 30, 2025 3:06 PM
To: Heather Woods <hw@FoodmanFirm.com>; Katarzyna Zielinski <kzielinski@17th.flcourts.org>
Cc: Service <Service@FoodmanFirm.com>; div18@17th.flcourts.org; aprosenthal@gmail.com; Daniel Foodman <DF@FoodmanFirm.com>; Eduardo Casal <ec@FoodmanFirm.com>; Jessiya Joseph <JJ@FoodmanFirm.com>
Subject: RE: CACE25006694 - Docket Hearings on 10/01/2025

Please allow me to clarify. I believe Ms. Woods' reference to the next calendar call was meant to indicate resetting to the next Case Management Conference.

Alex P. Rosenthal
Rosenthal Law Group
2103 North Commerce Parkway
Weston, Florida 33326
954.384.9200 Tel.
954.384.0017 Fax
alex@rosenthalcounsel.com

ROSENTHAL
LAW
GROUP

From: Heather Woods <hw@FoodmanFirm.com>
Sent: Tuesday, September 30, 2025 3:03 PM
To: Katarzyna Zielinski <kzielinski@17th.flcourts.org>
Cc: Service <Service@FoodmanFirm.com>; div18@17th.flcourts.org; Alex Rosenthal <Alex@rosenthalcounsel.com>; aprosenthal@gmail.com; Daniel Foodman <DF@FoodmanFirm.com>; Eduardo Casal <ec@FoodmanFirm.com>; Jessiya Joseph <JJ@FoodmanFirm.com>
Subject: RE: CACE25006694 - Docket Hearings on 10/01/2025

Dear Ms. Zielinksi,

Thanks for your follow-up email. I cannot guarantee or make a unilateral representation one way or the other as to the timing for the Notice of Settlement. I can inform the Court that Mr. Rosenthal and I, at present, are working well together, which is why we jointly sought to be excused from appearing tomorrow.

We anticipate that this matter will be formally off the Court's docket soon. If the Court would consider excusing the parties and resetting for the next calendar call that may work. Certainly, we understand if that is not how the Court would like to proceed. We only reached out in an effort to save the Court and the parties time and energy and so we could focus our energies on

papering an agreement.

Kindly advise how you would like us to proceed and we will oblige.

Many thanks,

Heather

Heather Woods, Esq.

THE FOODMAN FIRM

www.foodmanfirm.com
Main Line: 1-305-201-3663
Direct Line: 1-561-873-8722
Cellphone: 1-508-280-6822
hw@foodmanfirm.com

3059 Grand Avenue, Suite 330
Miami, Florida 33133

From: Katarzyna Zielinski <kzielinski@17th.flcourts.org>
Sent: Tuesday, September 30, 2025 2:52 PM
To: Heather Woods <hw@FoodmanFirm.com>
Cc: Service <Service@FoodmanFirm.com>; div18@17th.flcourts.org; alex@rosenthalcounsel.com; aprosenthal@gmail.com; Daniel Foodman <DF@FoodmanFirm.com>; Eduardo Casal <ec@FoodmanFirm.com>; Jessiya Joseph <JJ@FoodmanFirm.com>
Subject: Re: CACE25006694 - Docket Hearings on 10/01/2025

Question, will you be able to file the notice by the end of the week? Per Judge there is no need to appear if the notice can be filed by Friday, 10/3/25.
Please advise.
Thank you.

On Tue, Sep 30, 2025 at 1:58 PM Katarzyna Zielinski <kzielinski@17th.flcourts.org> wrote:

No problem, thank you for the update. I will let the Judge know.

On Tue, Sep 30, 2025 at 1:54 PM Heather Woods <hw@foodmanfirm.com> wrote:

Dear Ms. Zielinski,

Thank you for your e-mail. I was hopeful that the parties would be able to accommodate your request regarding the Notice of Settlement, but, after discussing it with counsel for defendant, the parties have elected to appear instead.

I truly appreciate your follow-up and your time and attention to this matter. Much obliged.

Thank you,

Heather

Heather Woods, Esq.

THE FOODMAN FIRM

www.foodmanfirm.com
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Direct Line: 1-561-873-8722
Cellphone: 1-508-280-6822
hw@foodmanfirm.com

3059 Grand Avenue, Suite 330
Miami, Florida 33133

From: Katarzyna Zielinski <kzielinski@17th.flcourts.org>
Sent: Tuesday, September 30, 2025 1:49 PM
To: Service <Service@FoodmanFirm.com>
Cc: div18@17th.flcourts.org; alex@rosenthalcounsel.com; aprosenthal@gmail.com; Daniel Foodman <DF@FoodmanFirm.com>; Eduardo Casal <ec@FoodmanFirm.com>; Jessiya Joseph <JJ@FoodmanFirm.com>; Heather Woods <hw@FoodmanFirm.com>
Subject: Re: CACE25006694 - Docket Hearings on 10/01/2025

Good afternoon,
I need your notice of settlement or please appear for tomorrow's case management.

On Mon, Sep 29, 2025 at 11:18 AM Katarzyna Zielinski <kzielinski@17th.flcourts.org> wrote:

> Please file a notice of settlement and I can take you off the docket.
> Thank you.
>
> On Mon, Sep 29, 2025 at 11:07 AM 'Service' via Div 18 <div18@17th.flcourts.org> wrote:
>
> > Dear Ms. Zielinski:
> >
> > Good morning, hope all is well. The parties attended an early mediation, and we are pleased to inform you that the parties have reached an agreement in principle pending a written agreement. The parties are jointly requesting to be excused from appearing for the scheduled event on 10/1/2025. Please advise. Thank you.
> >
> > Kind regards,
> >
> > Andrea Dominguez
> >
> > THE FOODMAN FIRM
> >
> > www.foodmanfirm.com
> >
> > 305-201-3663
> > service@foodmanfirm.com
> >
> > 3059 Grand Avenue
> > Suite 330
> > Miami, Florida 33133
> >
> > PRIVILEGED MATERIAL Attorney/Client Work Product
> > The information contained in this message may be confidential and privileged and may be intended only for the use of the individual or entity identified. If you are not the intended recipient, please do not disseminate, distribute or copy. Instead we ask that you please notify us by replying to the email or calling us at 305-201-3663, and please immediately delete this message. Thank you.

From: div18@17th.flcourts.org <div18@17th.flcourts.org>
Sent: Friday, September 26, 2025 3:13 PM
To: alex@rosenthalcounsel.com; aprosenthal@gmail.com; Daniel Foodman <DF@FoodmanFirm.com>; Service <Service@FoodmanFirm.com>; Eduardo Casal <ec@FoodmanFirm.com>; Jessiya Joseph <JJ@FoodmanFirm.com>; Heather Woods <hw@FoodmanFirm.com>
Subject: CACE25006694 - Docket Hearings on 10/01/2025

Your case has been set for a CMC to discuss the case progress and to set a trial date. If there are no pending matters to discuss, the parties have agreed to a trial date that complies with the Florida Rules of Civil Procedure and the parties agree there are no matters to bring to the Court's attention, please respond to this email indicating the parties' requested trial date and the parties' consent to cancel the hearing. A response must be received no later than **12pm on Monday, September 29, 2025**, otherwise the hearing will proceed as scheduled.

--
Katarzyna Zielinski, MS.
Judicial Assistant to Honorable Fabienne E. Fahnestock
Civil Division 18
201SE 6th Street, Suite 14-125
Ft. Lauderdale, FL 33331
954-831-7336
kzielinski@17th.flcourts.org

NOTE: Starting January 1, 2025 ALL special set hearings are IN PERSON. Every Thursday motion calendar is IN PERSON. Please ALWAYS include all parties on the communication with the Court.

DIVISION PROCEDURES ***http://www.17th.flcourts.org/division-18/***
Zoom link: https://17thflcourts.zoom.us/j/598494885
Please see division procedures for electronic calendar call form.
Pleadings over 50 pages scheduled for a special set hearing **must** be delivered to chambers at least 5 business days prior to the hearing.
Proposed hearing dates are good for 48 hours. If not confirmed within 48 hours, date is released to the next case.

--
Katarzyna Zielinski, MS.
Judicial Assistant to Honorable Fabienne E. Fahnestock
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contact the sender immediately.

--

Katarzyna Zielinski, MS.
Judicial Assistant to Honorable Fabienne E. Fahnestock
Civil Division 18
201SE 6th Street, Suite 14-125
Ft. Lauderdale, FL 33331
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CAUTION: This email originated from outside of the organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

From: Alex Rosenthal
To: Heather Woods
Subject: FW: CACE25006694 - Docket Hearings on 10/01/2025
Date: Monday, September 29, 2025 11:22:00 AM
Attachments: image001.png

We cannot file a Notice of Settlement since, as we discussed this morning, we just got the draft agreement late last week and I haven't even gone over it with my client. There are terms and language that will need to be worked out so the final agreement's terms are not agreed to as of today.

Alex P. Rosenthal
Rosenthal Law Group
2103 North Commerce Parkway
Weston, Florida 33326
954.384.9200 Tel.
954.384.0017 Fax
alex@rosenthalcounsel.com

ROSENTHAL
LAW
GROUP

From: Katarzyna Zielinski <kzielinski@17th.flcourts.org>
Sent: Monday, September 29, 2025 11:18 AM
To: Service <Service@foodmanfirm.com>
Cc: div18@17th.flcourts.org; Alex Rosenthal <Alex@rosenthalcounsel.com>; aprosenthal@gmail.com; Daniel Foodman <DF@foodmanfirm.com>; Eduardo Casal <ec@foodmanfirm.com>; Jessiya Joseph <JJ@foodmanfirm.com>; Heather Woods

<hw@foodmanfirm.com>
Subject: Re: CACE25006694 - Docket Hearings on 10/01/2025

Please file a notice of settlement and I can take you off the docket.
Thank you.

On Mon, Sep 29, 2025 at 11:07 AM 'Service' via Div 18 <div18@17th.flcourts.org> wrote:

Dear Ms. Zielinski:

Good morning, hope all is well. The parties attended an early mediation, and we are pleased to inform you that the parties have reached an agreement in principle pending a written agreement. The parties are jointly requesting to be excused from appearing for the scheduled event on 10/1/2025. Please advise. Thank you.

Kind regards,

Andrea Dominguez

THE FOODMAN FIRM

www.foodmanfirm.com

305-201-3663
service@foodmanfirm.com

3059 Grand Avenue
Suite 330
Miami, Florida 33133

From: div18@17th.flcourts.org <div18@17th.flcourts.org>
Sent: Friday, September 26, 2025 3:13 PM
To: alex@rosenthalcounsel.com; aprosenthal@gmail.com; Daniel Foodman <DF@FoodmanFirm.com>; Service <Service@FoodmanFirm.com>; Eduardo Casal <ec@FoodmanFirm.com>; Jessiya Joseph <JJ@FoodmanFirm.com>; Heather Woods <hw@FoodmanFirm.com>

Subject: CACE25006694 - Docket Hearings on 10/01/2025

Your case has been set for a CMC to discuss the case progress and to set a trial date. If there are no pending matters to discuss, the parties have agreed to a trial date that complies with the Florida Rules of Civil Procedure and the parties agree there are no matters to bring to the Court's attention, please respond to this email indicating the parties' requested trial date and the parties' consent to cancel the hearing. A response must be received no later than **12pm on Monday, September 29, 2025**, otherwise the hearing will proceed as scheduled.

--
Katarzyna Zielinski, MS.
Judicial Assistant to Honorable Fabienne E. Fahnestock
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