

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

SIGNALWAVE, LLC, a Florida
Limited Liability Company, ROBERT
MOSES, a Florida resident,

CASE NO.: CACE-25-006694

Plaintiffs,

v.

VILLA VIE RESIDENCES
CORPORATION d/b/a VILLE VIE
RESIDENCES INC. MARSHALL
ISLANDS, a Marshall
Islands Company; VV Odyssey LLC, a
Marshall Islands Limited Liability Company,
Villa Vie Residences Inc., is a Delaware
corporation; Villa Vie Residences Inc.
Marshall Islands.

Defendants.

**MOTION TO ENFORCE THE SETTLEMENT AGREEMENT AND MOTION FOR
SANCTIONS PURSUANT TO § 44.406, FLA. STAT. FILED UNDER SEAL**

STATEMENT OF FACTS

1. On May 5, 2025, SignalWave commenced the above-captioned lawsuit (the “Lawsuit”) by filing the Complaint (Filing # 222458379).
2. SignalWave asserted the following causes of action in the Complaint: (i) breach of contract, (ii) conversion, and (iii) negligent misrepresentation. *Id.*
3. As identified more fully in the Complaint, SignalWave sustained damage resulting from Villa Vie’s conduct which includes, *inter alia*, (i) unilaterally changing the terms of the

contract in retaliation to a SignalWave sending a communication to Villa Vie¹, (ii) refunding, without explanation, SignalWave's maintenance fees, (iii) freezing SignalWave's ability to use the cabin, (iv) placing the cabin for sale without SignalWave's consent, (v) prohibiting Villa Vie from renting the cabin or allowing guest to use the cabin, (vi) wrongfully converting the cabin for its own use, and (vii) precluding SignalWave from the benefit of its bargained-for benefits under the agreement, such as the ancillary benefits. *Id.*

4. The undersigned contacted counsel and requested an early settlement in an effort to avoid protracted litigation and reach a swift amicable resolution, particularly, in light of Villa Vie's blatant breaches of contract (*e.g.*, Villa Vie putting up SignalWave's cabin for sale even though Villa Vie had no right to interfere with SignalWave's property rights).

5. On September 11, 2025, the Parties engaged in a mediation conference before the Honorable Judge John W. Thornton (retired). *See* Notice of Mediation (Filing #229411229).

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

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

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

¹ Upon information and belief, retaliation for negative feedback by way of selling or otherwise interfering with property that doesn't unilaterally belong to Villa Vie appears to be a pattern or practice of Villa Vie. *See e.g., Jenny Phenix v. Villa Vie Residence, Incorporated, et al.* Case No. 1:2025cv00378, U.S. District Court for the District of Delaware.

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

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

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

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

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

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

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

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

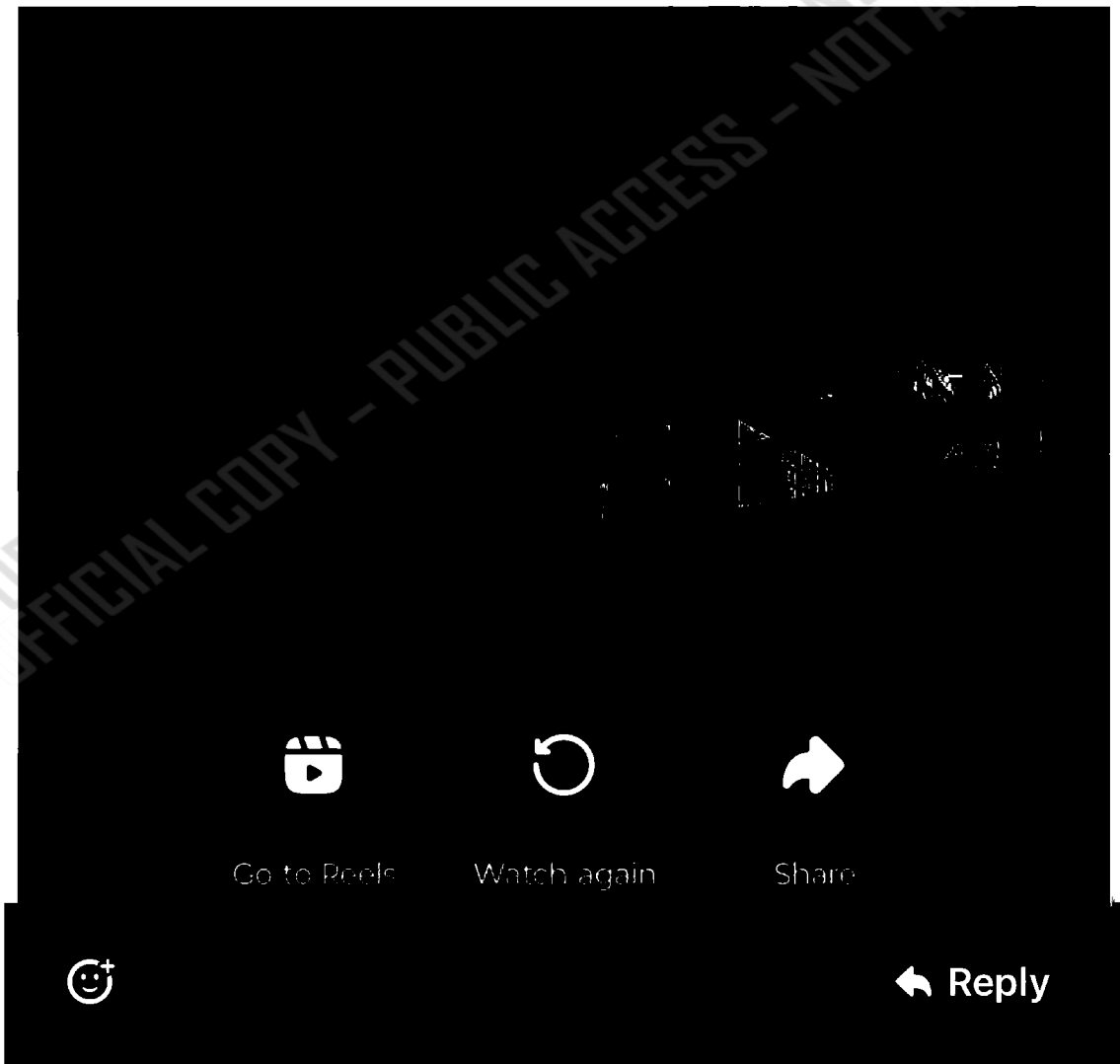


VILLA VIE ODYSSEY discussion ...



Kathy Villalba · 2d ·

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



17. Upon SignalWave learning of the Post—given that the Post states that the Parties had “since settled”, in the past tense, and that Villa Vie had sold SignalWave’s cabin—the authorized agent for SignalWave reasonably understood the Post to mean that Villa Vie had accepted the Written Settlement Agreement, as drafted, and the matter was fully resolved as to the issues in this litigation.

18. The Post together with Villa Vie’s course of conduct represents unequivocal acceptance.

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

20. Following the Parties mutual assent on the Written Settlement Agreement, counsel for Villa Vie sent revisions to the Written Settlement Agreement to counsel for SignalWave; however, those revisions are moot because of the mutual assent of the Parties on the Written Settlement Agreement and Villa Vie’s course of conduct.

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

22. SignalWave hereby requests an evidentiary hearing.

LEGAL STANDARD

In Florida, mediated settlement agreements are “highly favored.” *Dozier v. Scruggs*, 380 So. 3d 505, 508 (Fla. 5th DCA 2024) (quoting *Robbie v. City of Miami*, 469 So. 2d 1384, 1385 (Fla. 1985)). “This ‘strong policy in Florida . . . is especially fitting when settlement results from

formal mediation.” *Id.* (quoting *Lentz v. Cmty. Bank of Fla., Inc.*, 189 So. 3d 882, 887 (Fla. 3d DCA 2016)). Florida courts will enforce mediated settlement agreements “whenever possible” because such agreements conserve taxpayer resources invested in the judicial branch and allow “parties to steward their own affairs—that is, to broker for themselves an acceptable outcome rather than invite into their lives the unwelcome involvement of the machinery of government and the risk of an adverse determination at trial.” *Id.* at 508–09.

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

ARGUMENT

In Florida, “[b]ecause a settlement agreement is contractual in nature, it is interpreted and governed by contract law.” *Pinnacle Three Corp. v. EVS Invs., Inc.*, 193 So. 3d 973, 975-76 (Fla. 3d DCA 2016) (quoting *Muñoz Hnos., S.A. v. Ed. Televisa Int’l, S.A.*, 121 So. 3d 100, 103 (Fla. 3d DCA 2013)). Settlement agreements are therefore “governed by the rules for interpretation of contracts.” *Robbie*, 469 So. 2d at 1385.

“It is basic to Florida contract law that the acceptance of an offer that results in an enforceable agreement must be (1) absolute and unconditional; (2) identical with the terms of the offer; and (3) in the mode, at the place, and within the time expressly or impliedly stated within the offer.” *Trout v. Apicella*, 78 So. 3d 681, 684 (Fla. 5th DCA 2012). “The party seeking to enforce a settlement agreement bears the burden of showing the opposing party assented to the terms of the agreement.” *Spiegel v. H. Allen Holmes, Inc.*, 834 So. 2d 295, 297 (Fla. 4th DCA 2002). “A trial court’s finding of mutual assent ‘must be supported by competent substantial evidence.’” *Vision Palm Springs, LLLP v. Michael Anthony Co.*, 272 So. 3d 441, 444 (Fla. 3d DCA 2019) (quoting *Cheverie v. Geisser*, 783 So. 2d 1115, 1119 (Fla. 4th DCA 2001)).

Florida Courts have consistently held that “an objective test is used to determine whether a contract is enforceable.” *Robbie*, 469 So. 2d at 1385. Afterall, “[t]he making of a contract depends not on the agreement of two minds in one intention, but on the agreement of two sets of external signs—not on the parties having meant the same thing but on their having said the same thing.” *Id.* (quoting *Blackhawk Heating & Plumbing Co., Inc. v. Data Lease Fin. Corp.*, 302 So. 2d 404, 407 (Fla. 1974) *Gendzier v. Bielecki*, 97 So.2d 604, 608 (Fla.1957)).

Here, the Parties reached an oral agreement on September 11, 2025, when the Parties engaged in a mediation conference before the Honorable Judge Thornton. The detailed Written Settlement Agreement clearly and unambiguously set out the essential and definite terms of the Parties’ agreement and was circulated on September 24, 2025. *See* Written Settlement Agreement, attached hereto as Exhibit “A”.

On October 6, 2025, Kathy Villalba, an attendee at the mediation, the CEO of Villa Vie and an authorized agent, knowingly posted the Post to social media. The Post was explicit when it provided that the Parties “have since settled” and indicated that Villa Vie unilaterally sold Signal

Wave's cabin, without SignalWaves' consent. It is reasonable from an objective third-party's lens that Villa Vie intended to express its mutual assent to the Written Settlement Agreement. The authorized agent for SignalWave, thereafter, saw the Post and subjectively understood, based on the representation of Ms. Villalba and the conduct of Villa Vie that the Parties have settled and the Written Settlement Agreement had been accepted, as drafted.

In addition to the competent substantial evidence that there was mutual assent based on the representation of Villa Vie and SignalWave's correspondence and understanding, "performance under a contract can establish a party's assent in the absence of a signature." *Consol. Res. Healthcare Fund I, Ltd. v. Fenelus*, 853 So. 2d 500, 503-04 (Fla. 4th DCA 2003) (quoting *Integrated Health Servs. of Green Briar, Inc. v. Lopez-Silvero*, 827 So. 2d 338, 339 (Fla. 3d DCA 2002)). Here, Villa Vie's conduct makes it obvious that the Parties assented because Villa Vie sold the cabin to a third-party, thereby rendering the Written Settlement Agreement enforceable even in the absence of a signature because the facts and circumstances establish the mutuality of assent. *Fi-Evergreen Woods, LLC v. Robinson*, 135 So. 3d 331, 336 (Fla. 5th DCA 2013) (citing *H.W. Gay Enters., Inc. v. John Hall Elec. Contracting, Inc.*, 792 So. 2d 580, 581 (Fla. 4th DCA 2001)). Certainly, Villa Vie does not get to have its cake and eat it too, by way of relying on the terms of the Written Settlement Agreement, making a public statement assenting to its terms, and taking actionable steps, *i.e.*, the sale of the cabin to a third-party for its benefit, while also simultaneously claiming that they did not assent to the terms of the Written Settlement Agreement.

In accordance with Florida law, Villa Vie owes SignalWave statutory duties of confidentiality pursuant to §§ 44.405-6, *Fla. Stat.* As noted above, the Post constitutes official actions by Villa Vie because they are representations of Ms. Villalba, Villa Vie's CEO. Ms. Villalba was present at the mediation and cannot feign that she lacked awareness of the confidential nature

of the mediation and the Written Settlement Agreement. Indeed, the Honorable Judge Thornton emphasized quite plainly the importance of maintaining confidentiality and the sanctity of the confidential discussions during the mediation process prior to the commencement of substantive deliberations. The Post reveals the confidences of what transpired at the mediation conference, the nature of the settlement agreement, and reduces SignalWave's concerns solely to the percussive noise of the pickleball court when SignalWave's Lawsuit encompassed numerous other issues. The Post is an unequivocal breach of the mediation privilege, and therefore, SignalWave is entitled to damages. §§ 44.405-6, *Fla. Stat.*

Moreover, the Written Settlement Agreement has a confidentiality clause, paragraph 18, which expressly provides that the terms of the Written Settlement Agreement shall be confidential. Accordingly, SignalWave hereby seeks equitable relief, compensatory damages, attorneys' fees and mediators' fees and costs associated with the mediation and the attorneys' fees incurred in the prosecution of this Motion. SignalWave further notes that this first payment pursuant to the Written Settlement Agreement must be made on or before October 15, 2025, and SignalWave reserves all rights with respect to further breaches by Villa Vie of either the §§ 44.405-6, *Fla. Stat.*, or the Written Settlement Agreement.

WHEREFORE, SignalWave seeks an order: (i) mandating specific performance of Villa Vie and the enforcement of the Written Settlement Agreement in accordance with the terms therein, (ii) providing injunctive relief in favor of SignalWave and against Villa Vie in order to prevent Villa Vie from additional breaches of the mediation privilege and breaches of the Written Settlement Agreement, (iii) awarding compensatory damages, in the form of the disgorgement of the realized profits resulting from the unilateral sale of the cabin owned by SignalWave, (iv) awarding attorneys' fees associated with SignalWave's mediation efforts and the mediators' fees

and costs, and (v) awarding SignalWave all of the attorneys' fees and costs incurred in the application for remedies under this section. § 44.406, *Fla. Stat.* (emphasis added).

Dated: October 16, 2025.

Respectfully submitted,
THE FOODMAN FIRM, P.A.
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CERTIFICATE OF COMPLIANCE WITH FLA. R. CIV. P. 1.202

I certify that prior to this motion's filing, the undersigned's office conferred with counsel for defendant via phone on October 16, 2025 regarding the relief being sought in this motion, and counsel advised that the defendant does not consent to the relief sought herein.

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

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Motion was served via the Florida E-Filing Portal to on all counsel of record on this 16th day of October 2025.

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

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Exhibit “A”

CONFIDENTIAL MEDIATED SETTLEMENT AGREEMENT

THIS CONFIDENTIAL MEDIATED SETTLEMENT AGREEMENT (“Agreement”) is made between (i) SignalWave, LLC (“SignalWave”), a Florida limited liability company; Villa Vie Residences Corporation *d/b/a* Villa Vie Residences, Inc., a Marshall Islands Company; and Villa Vie Residences Inc., a Delaware corporation; (collectively, the two preceding entities are referred to hereinafter as the “Villa Vie Entities” or individually as a “Villa Vie Entity”), the Villa Vie Entities, and SignalWave are sometimes referred to individually as a “Party” or collectively as the “Parties”. The Effective Date of this Agreement will be the date the last Party signs this Agreement (the “Effective Date”).

RECITALS

A. WHEREAS, the term “SignalWave” shall include SignalWave and its respective successors and assigns, including Robert and Norquidea Moses, individually;

B. WHEREAS, the term “Villa Vie Entities” shall include its agents, employees, and all of its successors and assigns;

C. WHEREAS, as of the date of the Effective Agreement, all operations related to the Cruise Ship Odyssey (the “Ship”); and all assets related to the operations of the Ship are presently an asset of _____ [ALEX please identify entity], which is expressly defined as a Villa Vie Entity, above;

D. WHEREAS, Mr. Moses executed the VVRMI Ownership Purchase Agreement (the “Contract”) on behalf of SignalWave on August 30, 2024. The Contract is attached hereto as Exhibit “A”, and is incorporated here as if fully stated herein;

E. WHEREAS, irrespective of any inconsistencies in the Contract, SignalWave and _____ [ALEX please identify entity] are the true and correct signatories of the Contract;

F. WHEREAS, pursuant to the Contract, SignalWave purchased a villa on the Cruise Ship Odyssey (the “Ship”);

G. WHEREAS, SignalWave purchased the Ship’s Villa No. 7020 (the “Villa”) for four hundred sixty-nine thousand dollars (US\$469,000.00), in addition to several amenities and ancillary benefits, as identified in the Contract, including, without limitation, the use of an additional extra cabin space, which is internally referenced in the section entitled, “SPECIAL CONDITIONS”;

H. WHEREAS, on or about May 5, 2025, SignalWave commenced an action styled as: SignalWave, LLC v. Villa Vie Residences Corporation *d/b/a* Villa Vie Residences Inc.

SignalWave

RM

Villa Vie Entites

INITIALS

Marshall Islands, in and the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Count Florida, Case No. 2025-006694 (the “Lawsuit”);

I. WHEREAS, on or about September 11, 2025, the Parties attended a mediation (JAMS Ref. No. 74600000100) before the Hon. John W. Thornton, Jr.;

J. WHEREAS, the Parties to this Agreement, have agreed to settle the Lawsuit pursuant to the terms and conditions of this Agreement;

K. WHEREAS, the Parties agree that this Agreement shall be binding on each signatory and their successors and assigns, as applicable; and

L. WHEREAS, the Parties agree and SignalWave expressly reinstates certain rights and otherwise reserves certain rights, as modified in accordance with this Agreement, to the use of an additional cabin only, which is referenced in the Contract in the section entitled, “SPECIAL CONDITIONS”; and this Agreement, unless otherwise stated shall not affect those rights in any way. **For the avoidance of doubt, no other provisions under the Contract were reinstated by this Agreement, apart from the use of the extra cabin space.**

NOW, THEREFORE, in consideration of the mutual covenants, promises, exchanges and forbearances contained herein, the veracity and sufficiency of which are hereby acknowledged, the Parties covenant and agree with each other as follows:

1. Settlement Payment and Additional Consideration.

a. Settlement Payment: The Villa Vie Entities will pay SignalWave the total sum of FOUR HUNDRED FORTY-FIVE THOUSAND DOLLARS (US\$445,000.00) (the Settlement Sum”) in four installment payments on or before January 7, 2026 (the “Settlement Payment”) in accordance with the foregoing: (1) the first installment payment (“First Installment Payment”) of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (US\$145,000.00) to be paid by or before October 15, 2025, (2) a second installment payment (“Second Installment Payment”) of ONE HUNDRED THOUSAND DOLLARS (US\$100,000.00) to be paid by or before November 12, 2025; (3) a third installment payment (“Third Installment Payment”) of ONE HUNDRED THOUSAND DOLLARS (US\$100,000.00) to be paid by or before December 10, 2025 (4) a fourth installment payment of ONE HUNDRED THOUSAND DOLLARS (US\$100,000.00) to be paid by or January 7, 2026 (the “Fourth Installment Payment”, and collectively, the First Installment Payment, the Second Installment Payment, the Third Installment Payment, and the Fourth Installment Payment are referred to as the “Installment Payments”).

The failure to timely pay any of the Installment Payments by the close of business on the day it is due will be a material default of this Agreement, as further detailed in **Section 3**. The failure to pay the entire Settlement Sum by on or before January 7, 2026, will be a material default of this Agreement, as further detailed in **Section 3**. The Settlement Payment shall be made in readily available funds by electronic banking wire to the trust account of SignalWave’s counsel,

The Foodman Firm, P.A. (the wire instructions will be provided to the Villa Vie Entities' counsel within five (5) business days of the Effective Date).

b. Additional Consideration: Effective within one business day of the Agreement the Villa Vie Entities will reinstate Signal Wave's rights to the use of the extra cabin space (the "Cabin") on the Ship, in accordance with what SignalWave previously bargained for in the Contract in the section entitled, "SPECIAL CONDITIONS", at no cost, unless identified in this **Section 1(b)**. The use of a Cabin will be for up to three (3) months) during each calendar year and for the lifetime of the Ship. The Cabin may be used by an authorized representative of SignalWave, Robert Moses or Norquidea Moses, or any third-party guest designated by Robert Moses or Norquidea Moses. However, SignalWave must notify the Villa Vie Entities at least thirty (30) days in advance of booking a Cabin (the "Booking").

When contacting the Villa Vie Entities about a Booking, SignalWave must be given a choice of cabins. Specifically, the Villa Vie Entities must inform SignalWave whether a balcony is available and shall allow SignalWave to reserve a balcony cabin, if one is available, without delay and on the same day of a Booking inquiry. If a balcony cabin is available, SignalWave will pay a refundable per diem rate for up to two people not to exceed one hundred dollars (US\$100.00) per person, and the third person will be free. In the event a balcony cabin is unavailable at the time of Booking, a Cabin without a balcony will be provided free of charge for up to three (3) guests. **For the avoidance of doubt, apart from the reinstatement of SignalWave rights pursuant to this Agreement, the Contract remains void and any obligation that SignalWave may have had to pay ongoing maintenance fees or any duties owed by SignalWave or other guests to the Villa Vie Entities under the Contract are hereby voided.**

2. Stipulation of Settlement and Joint Motion for Entry of Order of Dismissal of the Lawsuit. Within five (5) business days after the Effective Date of this Agreement, the Parties shall cooperate and submit a stipulation of settlement and joint motion to the Court in substantially the form attached as **Exhibit B** to this Agreement.

3. Material Default, Consent Judgment, and Financial Disclosure. "Material Default" is defined as the failure of the Villa Vie Entities to either (i) pay the Settlement Payment in full and on time as required in Paragraph 1, above, with each of the Installment Payments being paid by the specified date, or (ii) the failure to provide a Cabin for up to three months per calendar year pursuant to the terms of **Section 1(b)** above. In the event of a Material Default under **Section 3(i)**, (a) SignalWave may submit to the Court an agreed Consent Judgment in the form substantially similar to the one attached as **Exhibit C** in the amount of \$600,000.00, less any installment amounts paid for by the Villa Vie Entities pursuant to this Agreement, bearing post-judgment interest at eighteen percent (18%) per annum; and (b) each Villa Vie Entity will provide SignalWave's counsel at The Foodman Firm, P.A., a sworn Florida Rule of Civil Procedure Form 1.977(a) Fact Information Sheet, along with all attachments within forty-five (45) days of entry of the Consent Judgment (the "**Financial Disclosure**"). The Villa Vie Entities will fully disclose each of the Villa Vie Entities' property interests, including investment entities or projects, and the value of the same in the Financial Disclosure. The Villa Vie Entities sole defense to entry of the Consent Judgment is full payment of the Settlement Sum under this Agreement. If the Villa Vie Entities

make the Settlement Payment before January 7, 2026, of this Agreement, the Consent Judgment is void.

In the event of a Material Default under **Section 3(ii)** above, SignalWave shall be entitled to a refund for any monies spent towards the reservation (such as any deposit, cost, fee incurred or third-party costs incurred by SignalWave when making the Booking) and SignalWave shall be paid the market value of the Cabin (which under no circumstances shall be calculated at a per diem rate that is less than the average per diem rate for a cabin on the Ship during the calendar year of said breach) for the equivalent number of days reserved for the Booking. For example, in the event that the Villa Vie Entities breaches **Section 3(ii)**, above, once, and assuming average per diem rate of the Cabin is \$300 and the Booking was for ten days, SignalWave would be entitled to be paid three thousand dollars (US\$3,000.00) plus the sum of any deposit, cost, fee incurred or third-party costs incurred by SignalWave when making the Booking.

In the event of three or more Material Defaults under **Section 3(ii)** above by the Villa Vie Entities, SignalWave shall be entitled to be paid the total market value of the use of a Cabin for three (3) months per year for the remaining life of the Ship (which under no circumstances shall be calculated at a per diem rate that is less than the average per diem rate for a cabin on the Ship during the calendar year of first breach times three months times the lifetime of the ship). For example, if the Villa Vie Entities breach **Section 3(ii)**, above, three times, and assuming that the useful life of the Ship is 10 years and the average per diem rate of the Cabin is \$300, SignalWave would be entitled to be paid ninety thousand dollars (US\$90,000.00).

4. Release of SignalWave. Except for obligations owed under this Agreement, the Villa Vie Entities, for themselves and their respective successors and assigns, if any that may exist at any time (the "***Villa Vie Entities Releasors***"), do hereby release and forever discharge SignalWave, its authorized representatives, successors, and all of their respective officers, agents, successors and assigns, including, but not limited to, Robert Moses, Norquidea Moses, and The Foodman Firm, P.A., and any authorized agent thereof, if any may exist at any time (the "***SignalWave Releasees***"), from and against any and all manner of claims, demands, obligations, damages, actions, causes of action or suits, whether known or unknown, which the Villa Vie Entities Releasors (or any of them), have against the SignalWave Releasees (or any of them), including, ***without limiting the generality of the foregoing***, all matters which were or could have been asserted in or arising from the Lawsuit, or relating to the Contract. ***This release shall become effective on the Effective Date of this Agreement.***

5. Release of SignalWave. Except for obligations owed under this Agreement, SignalWave, for itself, and its respective successors and assigns, if any that may exist at any time (the "***SignalWave Releasors***"), do hereby release and forever discharge the Villa Vie Entities and their authorized representatives, successors, and all of their respective officers, agents, successors and assigns, if any may exist at any time (the "***Villa Vie Entities' Releasees***"), from and against any and all manner of claims, demands, obligations, damages, actions, causes of action or suits, whether known or unknown, which the SignalWave Releasors (or any of them), now have against the Villa Vie Entities Releasees (or any of them), including, ***without limiting the generality of the foregoing***, all matters which were or could have been asserted in or arising from the Lawsuit, or relating to the

Contract. *This release shall become effective as to the Villa Vie Entities' Releasees upon full completion of all terms of this Settlement Agreement by the Villa Vie Entities.*

6. **No Admission of Liability.** The Parties acknowledge that the Settlement Payment was agreed upon as a compromise and final settlement of disputed claims and that payment of the Settlement Payment is not, and may not be construed as, an admission of liability by the Villa Vie Entities.

7. **Agreement is Legally Binding.** The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates. No third-party beneficiary exists to this Agreement except the Parties and those expressly released.

8. **Entire Agreement.** The recitals set forth at the beginning of this Agreement are true and correct, and incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

9. **Interpretation.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement. This Agreement has been negotiated at arms-length and between the Parties and no party to this Agreement shall be considered the drafter of the Agreement. Accordingly, any statute, rule of law, or legal decision that would require that the terms of this Agreement be construed against the party that drafted it is not applicable and is expressly waived.

10. **Taxes.** Each Party agrees to abide by their respective tax obligations, if any, with respect to this Agreement.

11. **Right to, and Reliance on Own, Counsel.** The Parties acknowledge that they have had the right to an independent attorney not associated with or representing the other Parties to assist in the negotiation and preparation of this Agreement. Each Party has read this Agreement, is aware of its terms, and has executed it acknowledging all parties have acted in good faith in negotiating the terms and provisions contained herein. No Party is under economic or other duress and acknowledges that to the extent they have agreed to make settlement payments or otherwise waived any rights, claims, or demands herein, such waiver was made voluntarily, without fraud in the inducement, and with full knowledge of the ramifications of such waiver. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises

or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

12. Execution and Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method, and may bear signatures affixed through .pdf or other software including without limitation any electronic signature platform complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com or Adobe Sign); any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and shall be valid and effective for all purposes.

13. Choice of Law. The Parties hereto agree that the law of the State of Florida shall govern and control the interpretation, performance, and performance of this Agreement without reference to the principles of conflict of laws.

14. Venue and Jurisdiction. Venue for any dispute arising out of or relating to this Agreement shall be solely and exclusively in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida. The Parties submit to the jurisdiction in Miami-Dade County, Florida and expressly waive any objection to venue or jurisdiction on the grounds of forum non conveniens.

15. Enforcement and Attorneys' Fees. In the event of a breach of any provision of this Agreement, any Party may institute an action specifically to enforce any term of this Agreement, by injunction, specific performance or otherwise and seek damages and any associated equitable relief. Should any party breach any of the terms of this Agreement, the prevailing party in any proceedings brought hereunder relating to or concerning this Agreement including but not limited to actions to enforce the terms of this Agreement or to seek entry of a judgment, including the Consent Final Judgment, shall be entitled to recover all reasonable attorneys' fees and taxable costs reasonably incurred.

16. No Construction Against the Drafter. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement. Further, each Party is solely responsible for paying any attorneys' fees and costs they incurred in the Lawsuit and in connection with the drafting of this Agreement and that neither Party nor its attorney(s) will seek any award of attorneys' fees or costs from the other Party, except as provided in **Section 15**.

17. Time is of the Essence. The Parties acknowledge and agree that time is of the essence in the performance of the obligations of this Agreement.

18. **Confidentiality.** The terms of the Agreement shall remain confidential between the Parties and may only be disclosed to the Parties respective accountants, tax preparers, or legal representatives, to enforce the terms of the Agreement, or to comply with any court order.

19. **Authority.** Each respective Party represents and warrants that it has the requisite authority to enter into this Agreement and to be fully bound to the terms and obligations herein. Each Party also represents and warrants that they are the sole and lawful owner or all rights, title and interest in and to every claim or other matter which each Party purports to release and that such party has the full power to enter into this Agreement and has not assigned, transferred, encumbered or purported to assign, transfer or encumber, voluntarily or involuntarily to any person or entity which is not a party to this Agreement, any or all portion of the claims, obligations or rights covered herein.

20. **Severability.** In the event any provision of this Agreement is found to be invalid by any court of law, the remaining provisions of the Agreement shall remain valid and binding on the parties.

21. **No Modification Without Written Notice** This Agreement may not be modified, amended, or changed, in any way except by a written agreement executed by all Parties to this Agreement in compliance with **Section 23**, below and only after thirty days' notice is provided to all Parties in writing to the individuals and entities identified in **Section 24**, by U.S. registered mail or overnight delivery service (*i.e.*, FedEx or UPS).

22. **Cooperation.** The Parties hereto, without further consideration, agree to execute and deliver such other documents and take such other actions as may be reasonably necessary to consummate the subject matter of this Agreement, including without limitation, full compliance with the obligations as set forth in the foregoing paragraphs of this, including, without limitation, **Section 2**, of this Agreement.

23. **Amendment and Waiver.** This Agreement may be amended, or any provision hereof may be waived, provided that any such amendment or waiver shall be in writing executed by all the parties hereto, and only such amendments or waivers as are thus made in writing shall be effective and binding upon any party hereto.

24. **Notices.** Any notice required or permitted to be given under this Agreement shall be by e-mail transmission and will be effective upon delivery. Any notice shall be addressed as follows:

If to: SignalWave, LLC
Robert Moses
rmoses@rnaaviation.com

With copy to: Daniel Foodman, Esq.
The Foodman Firm, P.A.
3059 Grand Avenue, Suite 330

Miami, FL 33133
df@foodmanfirm.com

If to Villa Vie Entities: [Alex add]

With copy to: [Alex add]

READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

EACH OF THE UNDERSIGNED HAS READ THE FOREGOING AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below and effective as the Effective Date.

ROBERT MOSES, AS AN AUTHORIZED AGENT FOR
SIGNALWAVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

_____, AS AN AUTHORIZED AGENT FOR
VILLA VIE RESIDENCES CORPORATION *D/B/A* VILLA VIE RESIDENCES, INC., A
MARSHALL ISLANDS COMPANY

_____, AS AN AUTHORIZED AGENT FOR
VILLA VIE RESIDENCES INC., A DELAWARE CORPORATION

EXHIBIT A – CONTRACT



VVRMI Ownership Purchase Agreement

This 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.

OCCUPANTS DETAILS:

Corporation

SignalWave LLC

Occupants #1: (Full Names)

Robert Moses and or Guests

Address

8410NE 16th Terr8280 NW 27th St. Suite 510, Doral, FL
33122, USA

Ship Description: IMO number: 90000699, Class ID: 17173; Port of registry: Nassau; Gross tons: 24,344; Date of Build: 1993-May 19; Class society: DNV GL

1. Purchase of a Villa

Resident is entering into a written agreement for the purchase and sale of a cabin onboard The Ship and will be referred to as "Villa." The Villa shall be purchased as a "Right to Occupy" valid for the ocean-going life of the Ship, except as otherwise may be required. Once the parties subsequently enter into this Ownership Purchase Agreement for the Villa, any Reservation Deposit shall be applied to the Purchase Price and VVRMI reserves the right to allocate funds into Operating Account.

2. Transition from Resident to Owner

Resident is entering into a written agreement for the purchase and sale of the Villa and will now be referred to as Owner. The Villa shall be purchased as a "Right to Occupy" valid for the ocean-going life of the Ship.

3. Replacement of Prior Reservation Agreement

This Agreement serves as a replacement for the prior reservation agreement entered into pre-ship acquisition. The terms and conditions outlined in this Agreement now govern the rights, obligations, and privileges of the Owner, and the prior reservation agreement is null and void. Once entered into this Agreement, the deposit made under the Reservation Agreement shall be

applied to the Purchase Price, and the Reservation Agreement will be replaced with this Agreement; VVRMI reserves the right to allocate funds into the Operating Account.

4. Ownership Guarantees and Conditions

1. VVRMI guarantees a minimum right to occupy for 15 years, with the expectation that ownership extends for the operational life of the Ship, or a substitute vessel if required due to unforeseen circumstances.
2. The Villa is inheritable to your next of kin and transferable to a new owner.
3. The Villa is saleable and rentable by the purchaser for the lifetime of ownership, provided the Owner adheres to the resale and rental policies of VVRMI to be detailed in this Agreement. It is understood that the sale includes the monthly maintenance fee dues, which will be inherited by the new Purchaser.
4. The owner of the right to occupy is able to sell their rights to the residence back to VVRMI based on buyback or trade-in guarantees detailed in the tables below.
5. If the Ship's operational life is less than 15 years, VVRMI will refund an amount equal to the remaining years within the Tradeback Guarantee, unless VVRMI is able to deliver a substitute vessel.

5. Purchase Summary for Villa Purchase

Occupancy Status: Double + Double
Villa Type: Suite
Villa Assigned: 7020

Total Purchase Price: \$469,000
Monthly Maintenance Fees: \$8,000

(All amounts are listed in US Dollars)

5.1 Payment Schedule

The following payment schedule shall be adhered to for the completion of the Villa purchase, effective until March 15th, 2024:

Due	Amount
Dec 31st 20	25% of cabin purchase due
Jan 15th 2024	25% of cabin purchase due
Feb 15th 2024	25% of cabin purchase due
March 15th 2024	25% of cabin purchase due (balance)

- If the purchaser joins this agreement after the payment schedule has started, they must immediately pay the total sum of all payments due up to the agreement entry date as the initial installment. Following that, subsequent installments will be due according to the remaining schedule.

6. Maintenance Fees

Maintenance fees which cover ongoing operational expenses not limited to food, fuel, port costs, crew, insurance, and maintenance are grandfathered in for the operational lifetime of the ship that the VVRMI has purchased.

7. Default

Maintenance fees are charged through the Resident's onboard account. If a Resident's onboard account goes negative, VVRMI reserves the right to deny boarding until the account is back to current. If the account remains negative for 3 consecutive months, VVRMI reserves the right to execute the buyback guarantee to cover all past due amounts and charge an administrative fee (equal to 3 months of maintenance fees). Any remaining balance will be returned to Resident within 90 days. VVRMI thereby takes full ownership of the Villa.

8. Rental Pool Participation

1. The Owner may elect to include their cabin in the Rental Pool if they anticipate an extended absence during which their cabin would remain unused. Eligibility for inclusion in the Rental Pool shall require a minimum duration consistent with full segments of the voyage. It is essential to note that the inclusion of the cabin in the Rental Pool does not guarantee its immediate rental. Until VVRMI officially confirms the rental of the cabin, the Owner remains liable for the payment of monthly maintenance fees. The Owner's timely notification to VVRMI regarding the availability of their cabin for rental increases the likelihood of securing a tenant. In the event that the cabin is not rented, the Owner retains full responsibility for their monthly maintenance fees.
2. Rental revenues derived from the Owner's cabin shall be shared on an equal basis, with 50% allocated to the Owner and 50% to VVRMI. The Owner's portion of the revenue shall be credited to their account balance. The Owner shall be responsible for settling any outstanding balance after the credited amount.

9. Buyback Guarantee

VVRMI offers a Buyback Guarantee, allowing Owners the option to sell their Villa back to VVRMI. The Buyback Guarantee is subject to specific conditions, as provided below

Period of Ownership	Buy Back %
Up to 1 Year of Ownership	60%
1 to 2 Years of Ownership	55%
2 to 3 Years of Ownership	50%
3 to 4 Years of Ownership	45%

4 to 5 Years of Ownership	40%
5 to 6 Years of Ownership	35%
6 to 7 Years of Ownership	30%
7 to 8 Years of Ownership	25%
8 to 9 Years of Ownership	20%
9 to 15 Years of Ownership	15%

10. Trade-In Guarantee

VVRMI offers a Trade-In Option, allowing Owners the flexibility to change ships and upgrade their cabin. Owners can refer to the Trade-In Option below

Period of Ownership	Trade-In %
Up to 1 Year of Ownership	100%
1 to 2 Years of Ownership	95%
2 to 3 Years of Ownership	90%
3 to 4 Years of Ownership	85%
4 to 5 Years of Ownership	80%
5 to 6 Years of Ownership	75%
6 to 7 Years of Ownership	70%
7 to 8 Years of Ownership	65%
8 to 9 Years of Ownership	60%
9 to 10 Years of Ownership	55%
10 to 15 Years of Ownership	50%

11. Cabin Customization

The Owner is allowed reasonable customization of their cabin but acknowledges that no structural additions or changes to the Villa are permitted during their possession. Any proposed changes must receive approval from VVRMI and will be documented in the special terms section of the Resident Profile Form "RPF. Additionally, all loose furniture added to the cabin must be pre-approved by VVRMI.

12. Cabin Sale Rights

The Owner maintains the right to sell the cabin at any time after launch. In the event the Owner identifies a prospective purchaser, VVRMI must be included to facilitate the transfer of the Owner Purchase Agreement to the new Owner set forth in subsequent Schedule. Until the sale is officially finalized, the responsibility for maintenance fee payments remains with the seller of the cabin.

By your signature below you acknowledge that you have read and understand the foregoing Agreement, that you agree to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

By checking this box, I confirm that I have read and accept the Terms and Conditions as detailed here (<https://villavieresidences.com/terms-and-conditions/>) and I understand this forms a legally binding agreement.

SPECIAL CONDITIONS:

Deposit: \$234,500 (50% upon signing)
Final Payment: \$234,500 (50% on launch date)

Refundable Amount: A refund of \$100,000 will be issued if U.S. Coast Guard approval for docking at U.S. ports is not obtained by June 2025.

Monthly Fees: \$8,000 per month, applicable whether on board or off board.
No monthly charge will be applied while the cabin is part of the Villa Vie Rental Program.

Rental Program:

Owners must inform VVR at least 60 days prior to the start of a segment if they wish to include their cabin in the rental pool. Robert Moses and/or guests will have the option to store suitcases containing their personal belongings while the cabin is in the VVR rental program. VVR will have full possession of the cabin during its inclusion in the rental program and may allocate it at their discretion. To guarantee the retaking of full possession of the cabin, owners must notify VVR at least 60 days before the start of the desired segment. While the cabin is in the rental pool, owners can join and pay for their time aboard, provided the cabin is available, at a daily rate of \$267 for up to three occupants.

Additional Benefits:

Extra Cabin: Robert Moses and/or guests are guaranteed one additional cabin of the next highest level available, free of charge, up to two guests, for up to 6 months per year.

Additional Fees: For any period extending beyond the 6-month limit, an additional daily fee of \$129 per person will apply to occupants of the second cabin.

Authorized by VVRMI Executive

Robert Moses

Robert Moses
8/30/2024

Villa Vie Residences

Villa Vie Residences

Signature Certificate

Document name:

VVRMI Ownership Purchase Agreement

Unique document ID:

ab6a594d-e5af-4854-9aca-9f6916320c74

Document fingerprint:

ec677e2c9bbb90127187394a65b2beb7942735788d9917b18f4ed0efb4ec63e28bc1a5d31ceb8de3a34
63141ba9013e11c9ad17455af5088dd8ca10a945fa154

Signatories



Robert Moses

Email: rmoses@rnaaviation.com
Device: Safari 17.5 on iPhone iOS 17.5.1 (smartphone)
IP number: 145.224.65.213

Trusted timestamp:
2024-08-30 10:58:00 UTC

Robert Moses



Villa Vie Residences

COO
Villa Vie Residences INC
Email: contracts@villavieresidences.com
Device: Chrome 127.0.0.0 on Unknown macOS 10.15.7
(desktop)
IP number: 145.224.65.213

Verified with login
Trusted timestamp:
2024-08-30 10:02:35 UTC

Villa Vie Residences

This document was completed by all parties on:

2024-08-30 10:58:00 UTC

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EXHIBIT B

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

SIGNALWAVE, LLC, a Florida Limited

CASE NO.: CACE-25-006694

Liability Company,

Plaintiff,

v.

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

Defendant.

_____/

**STIPULATION OF SETTLEMENT AND JOINT MOTION
FOR ENTRY OF ORDER OF DISMISSAL**

Pursuant to Fla. R. Civ. P. 1.420(a)(1), plaintiff, Signal Wave, LLC, a Florida limited liability company, (“Plaintiff”) and defendant, Villa Vie Residenes Corporation, d/b/a Villa Vie Residences Inc., Marshall Islands Company (“Defendant”), respectfully file this Stipulation of Settlement and Joint Motion for Entry of Order of Voluntary Dismissal, and state:

1. In an effort to avoid continued litigation, the Plaintiff and Defendant have entered into a Confidential Mediated Settlement Agreement (“Settlement Agreement”), dated

_____.

2. The Plaintiff and Defendant respectfully request that this Court enter an Order of Voluntary Dismissal with the Plaintiff and Defendant responsible for their own attorneys’ fees and

costs, and providing for the retention of jurisdiction to enforce the Settlement Agreement, including, without limitation, the entry of a consent judgment in the event of default, as applicable.

3. The effectiveness of this stipulation is conditioned upon the Court's entry of an order dismissing this action as to the Defendant, and to retaining jurisdiction to enforce the terms of the Settlement Agreement. A proposed Order is attached as Exhibit 1 hereto.

WHEREFORE, Plaintiff and Defendant request the Court enter the Order of Voluntary Dismissal and order such other and additional relief as the Court deems just and proper.

THE FOODMAN FIRM, P.A.
Attorneys for Plaintiff
3059 Grand Avenue, Suite 330
Miami, FL 33133
Telephone: (305) 201-3663

ALEX PLEASE INSERT INFO

By: /s/ Daniel Foodman
Daniel Foodman, Esq.
Fla. Bar. No. 337160
df@foodmanfirm.com
Heather L. Woods, Esq.
Fla. Bar. No. 116274
hw@foodmanfirm.com
service@foodmanfirm.com

EXHIBIT C

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

SIGNALWAVE, LLC, a Florida Limited

CASE NO.: CACE-25-006694

Liability Company,

Plaintiff,

v.

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

Defendant.

CONSENT FINAL JUDGMENT

THIS CAUSE came before the Court upon plaintiff's, Signal Wave, LLC, a Florida limited liability company, ("Plaintiff") and defendant's, Villa Vie Residences Corporation, d/b/a Villa Vie Residences Inc., Marshall Islands Company ("Villa Vie Residences"), and non-party, Villa Vie Residences Inc., a Delaware corporation ("Villa Vie Residences DE" and collectively with Villa Vie Residences, the "Defendants"; and together with the Plaintiff, the "Parties"), Motion for Entry of Consent Final Judgment against Defendants, and the Plaintiff having advised the Court that Defendants have breached their Confidential Settlement Agreement with Plaintiff, in accordance with the terms of the Settlement Agreement, have consented and agreed to the entry of this Consent Final Judgment, and the Court being otherwise duly advised in the premises, it is hereby,

ORDERED AND ADJUDGED, as follows:

1. Plaintiff's Motion for Entry of Consent Final Judgment is **GRANTED**.

2. This Court has subject matter jurisdiction and jurisdiction over the all parties, including the Defendants.

3. Plaintiff is entitled to recover from Defendants the total amount of \$600,000.00 bearing post-judgment interest at 18%, for which sums let execution issue and all post-judgment writs issue forthwith against Defendants.

4. Upon entry of this Consent Final Judgment, Defendants shall be required to comply with the requirements of Florida Rule of Civil Procedure 1.560, and shall complete under oath Florida Rule of Civil Procedure Form 1.977(a) (Fact Information Sheet), including all required attachments, and serve it upon counsel for Plaintiff, The Foodman Firm, P.A., within forty-five (45) days from the date of this Consent Final Judgment, and shall file with the Clerk of this Court, a Notice of Compliance with the order to complete Form 1.977(a), and shall serve a copy of the Notice of Compliance on Plaintiff's counsel of record.

8. The Court hereby finds that in accordance with Section 16 of the Settlement Agreement, Plaintiff is entitled to recover its reasonable attorneys' fees and costs incurred in seeking the entry of this Consent Final Judgment. Plaintiff shall file a motion and affidavit for reimbursement of reasonable attorneys' fees and costs, if it elects to do so.

9. This Court hereby retains post-judgment jurisdiction over this cause and over the parties for the purpose of entering all further post-judgment orders and writs that are just and proper, including without limitation, the assessment of additional costs and attorneys' fees.

CONSENTED AND AGREED TO BY:

_____, AS AN AUTHORIZED AGENT FOR
VILLA VIE RESIDENCES CORPORATION *D/B/A* VILLA VIE RESIDENCES, INC., A
MARSHALL ISLANDS COMPANY

_____, AS AN AUTHORIZED AGENT FOR
VILLA VIE RESIDENCES INC., A DELAWARE CORPORATION

DONE and ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this
___ day of _____, 202_.

CIRCUIT COURT JUDGE

Copies furnished to:
Counsel of Record
Dated: _____.

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