

BEFORE THE  
STATE OF FLORIDA  
COMMISSION ON ETHICS

|                        |   |                             |
|------------------------|---|-----------------------------|
| In re JAMES G. NEALIS, | ) | Financial Disclosure Appeal |
|                        | ) | No. FD 21-092               |
| Appellant.             | ) | Final Order No. xxxx        |
| _____                  | ) |                             |

FINAL ORDER

This matter came before the Commission on Ethics, meeting in public session on April 24, 2026, on the appeal of Appellant, pursuant to Section 112.3145(8)(g), Florida Statutes (2021) (subsequently redesignated to Section 112.3145(8)(f), Florida Statutes (2025)). Appellant has not requested a hearing. There are no matters in dispute.

Financial disclosure in the form of an annual CE Form 1 Statement of Financial Interests is required of certain public officials and employees because it enables the public to evaluate potential conflicts of interest, deters corruption, and increases public confidence in government. Section 112.3145(8)(f) assesses an automatic fine of \$25 per day on a person who fails to timely file a required CE Form 1 Statement of Financial Interests. The Commission may waive the fine in whole or in part for good cause shown based on "unusual circumstances" contributing to the failure to file by the designated date. § 112.3145(8)(f)2.

Here, Appellant served as an Assistant State Attorney for the Seventh Judicial Circuit, a position requiring the filing of a 2020 CE Form 1, Statement of Financial Interests, by the designated due date of July 1, 2021, with a grace period ending on September 1, 2021. §§ 112.3145(2)(b), (8)(c), Fla. Stat. (2021). Appellant filed his 2020 CE Form 1 on February 25, 2025, 1,273 days late, and accrued the maximum fine of \$1500 (\$25 a day for 60 days late).

Appellant alleges he failed to timely file his 2020 CE Form 1 because he did not receive notice of either his need to file or of the fact that his fine was accruing and, ultimately, was assessed because of his failure to timely file. As support, he notes that he sold his home on July 9, 2020, and moved to a different address; however, all notices continued to be sent to his old address. In support, he provides a contract for the sale of his home dated July 9, 2020.

Internal records support Appellant's claim that he received neither notice of his need to file nor notice of his accrual of fines:

1. The Commission sent Appellant a certified letter advising of his need to file a 2020 CE Form 1 on July 29, 2021, to the address of the home that was sold in July of 2020; that letter was returned to the Commission due to insufficient address.
2. The Commission sent Appellant a certified Notice of Assessed Fine to the address of the home that was sold in July of 2020 on September 27, 2023, but that notice was returned to the Commission as not deliverable.
3. On February 12, 2025, Appellant's address was updated to his current work address in the Electronic Financial Disclosure Monitoring System (EFDMS).

On February 24, 2025, Appellant called the Commission after receiving a Final Notice of Assessment of Automatic Fine that was sent to his updated work address. He advised Commission staff that he never received any previous notices regarding the 2020 CE Form 1. He then submitted a completed 2020 CE Form 1 the next day and appealed the assessment of his fine.

There is no evidence to dispute Appellant's claim that he sold the home, which was located at the address the Commission had on file, in July of 2020 and never received the subsequent notices sent by the Commission regarding his 2020 CE Form 1. The evidence instead supports Appellant's claim, particularly where the certified letters sent by the Commission were returned.

Based on the foregoing facts and conclusions of law, the Commission hereby finds that unusual circumstances for failure to timely file have been demonstrated. We therefore waive the assessed fine of \$1,500.

ORDERED by the State of Florida Commission on Ethics meeting in public session on April 24, 2026.

---

Date Rendered

---

Jon M. Philipson  
*Chair, Florida Commission on Ethics*

THIS ORDER CONSTITUTES FINAL AGENCY ACTION. ANY PARTY WHO IS ADVERSELY AFFECTED BY THIS ORDER HAS THE RIGHT TO SEEK JUDICIAL REVIEW UNDER SECTION 120.68, AND SECTION 112.3241, FLORIDA STATUTES, BY FILING A NOTICE OF ADMINISTRATIVE APPEAL PURSUANT TO RULE 9.110 FLORIDA RULES OF APPELLATE PROCEDURE, WITH THE CLERK OF THE COMMISSION ON ETHICS, AT EITHER 325 JOHN KNOX ROAD, BUILDING E, SUITE 200, TALLAHASSEE, FLORIDA 32303 OR P.O. DRAWER 15709, TALLAHASSEE, FLORIDA 32317-5709; AND BY FILING A COPY OF THE NOTICE OF APPEAL ATTACHED TO WHICH IS A CONFORMED COPY OF THE ORDER DESIGNATED IN THE NOTICE OF APPEAL ACCOMPANIED BY THE APPLICABLE FILING FEES WITH THE APPROPRIATE DISTRICT COURT OF APPEAL. THE NOTICE OF ADMINISTRATIVE APPEAL MUST BE FILED WITHIN 30 DAYS OF THE DATE THIS ORDER IS RENDERED.

JMP: sen

James G. Nealis



21-092

FLORIDA  
COMMISSION ON ETHICS

MAR 06 2025

RECEIVED



# STATE OF FLORIDA COMMISSION ON ETHICS

325 John Knox Road  
Building E, Suite 200  
Tallahassee, FL 32303  
Telephone: (850) 488-7864  
Fax: (850) 488-3077  
Email: disclosure@leg.state.fl.us

# CONFIDENTIAL

## APPEAL OF AUTOMATIC FINE FOR FORM YEAR 2020

**DIRECTIONS:** The information you provide in this form is critical for processing your appeal in a timely manner.

In Part A, please provide current contact information. If your contact information changes while your appeal is being processed, please notify us.

In Part B, please check any boxes that specify the general reason(s) for your appeal.

In Part C, please explain in detail the reason(s) for your appeal. In addition to your written explanation in Part C, you may attach any documents that support your appeal.

**IMPORTANT:** TO PRESERVE YOUR RIGHT TO APPEAL, THIS FORM OR OTHER WRITTEN APPEAL (AND ANY ATTACHMENTS) MUST BE FILED WITH (RECEIVED BY) THE COMMISSION ON ETHICS WITHIN THIRTY (30) DAYS OF THE DATE THE NOTICE OF ASSESSMENT OF AUTOMATIC FINE WAS MAILED TO YOU.

**PLEASE SEND YOUR COMPLETED FORM TO ONE OF THE FOLLOWING:**

Mailing Address: Commission on Ethics  
P.O. Drawer 15709  
Tallahassee, FL 32317-5709

Physical Address: Commission on Ethics  
325 John Knox Road  
Building E, Suite 200  
Tallahassee, FL 32303

Fax: (850) 488-3077

Email: disclosure@leg.state.fl.us

### PART A: YOUR INFORMATION

Name: James Nealis

Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Daytime Tel.: [REDACTED] Cell: [REDACTED]

Email: nealisj@coj.net Filer ID# (if known): 231881

Public Employer: State of Florida

Public Position: Judge

CONTINUED ON REVERSE SIDE

**PART B: GENERAL REASON(S) FOR YOUR APPEAL**

Please choose any/all reasons that apply to your appeal.

I hereby appeal the Notice of Assessment of Automatic Fine on the following basis:

- a.  **Sickness or injury** (Explain in Part C and attach a statement from attending physician, including dates and nature of illness or injury)
- b.  **Lack of notification – Failure to receive notice** (Explain in Part C and provide documentation that supports your assertion that you never received certified mail delinquency notice: for example, incorrect address; misdelivered mail; change in employment; extended absence from home, etc.)
- c.  **Claim of timely filing of financial disclosure** (Explain in Part C and provide copy of certified mail receipt and/or copy of completed form which had been previously filed, along with a sworn notarized statement that you filed prior to the deadline)
- d.  **Left public position prior to December 31, 2020** (Explain in Part C and provide confirmation from agency that your office-holding/employment ended before 12/31/2020)
- e.  **Other unusual circumstance** (Explain in Part C and provide documentation explaining uncommon, rare, or sudden occurrence that prevented timely filing prior to deadline)
- f.  **Not required to file** (Explain in Part C and provide documentation that supports reason for not required to file)

**PART C: DETAILED EXPLANATION OF YOUR APPEAL**

Please provide a detailed explanation of your appeal, including why each option you selected in Part B is applicable to you. You may use the space provided and/or attach additional pages.

Please see attached.

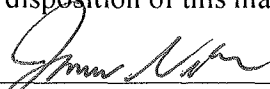
**OPTIONAL REQUEST FOR HEARING**

In addition to this written appeal, I specifically request to appear before the Commission in a hearing pursuant to Section 112.3144(8)(f)3 or Section 112.3145(8)(g)3, Florida Statutes. Commission meetings occur in Tallahassee.

**SIGNATURE**

I have received and read the Notice of Assessment of Automatic Fine and its instructions on How to Appeal and I understand my options. I am requesting disposition of this matter as indicated.

2/25/25  
DATE

  
SIGNATURE


Dear Kimberly Holes,

I am requesting reconsideration of the fine assessed against me for failure to submit the 2020 Statement of Financial Interests. My primary concern is that I believed my form was submitted and I never received notice to the contrary.

On 7/9/20, my wife [REDACTED] (on attached contract for sale) sold our home at [REDACTED]. We moved to our new home at [REDACTED] [REDACTED]. After we moved, the Commission on Ethics sent notices to my old address at [REDACTED]. I have confirmed that your record does reflect that the notices were both returned to you undelivered due to an "insufficient address." This was because we no longer resided at that address.

I have never missed the submission of a disclosure form before 2020 nor after that date. If I had known there were issues with my COVID year form submission, I would have immediately re-submitted the form but I did not receive notice until your correspondence dated February 12, 2025. That correspondence also mentions a September 27, 2023, correspondence which I have never seen. I suspect that this was sent to the old address mentioned above or to my previous employer, the State Attorney's Office. I will also note that I was appointed to the County Bench in Duval County in October of 2023, which means that if that correspondence was sent to the State Attorney's Office, I would no longer have been employed there to receive it.

I have included for your review a copy of the sale agreement for my home as well as a copy of my newly filed 2020 Statement of Financial Interest. I thank you for your time and consideration.

A handwritten signature in cursive script, appearing to read "James Nash".



PURCHASE AND SALE AGREEMENT
COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF
THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.



1 Fernando and Lizeth Antonetti "A Married Couple"

2 ("BUYER/PURCHASER") (names as reflected on government-
3 issued photo ID and marital status if individuals) and

4 ("SELLER") (names
5 as reflected on deed or government-issued photo ID and marital status if individuals), which terms may be
6 singular or plural and include the successors, personal representatives and assigns of BUYER and SELLER,
7 hereby agree that SELLER will sell and BUYER will buy the following described property with all improvements
8 ("the Property"), upon the following terms and conditions and as completed or marked. In any conflict of terms or
9 conditions, that which is added will supersede that which is printed or marked.

10 PROPERTY DESCRIPTION:

11 (a) Street address, city, zip code:

12 (b) The Property is located in County, Florida. Property Tax ID No:

13 (c) Legal description of the Real Property (if lengthy, see attached legal description):

14

15

16 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or
17 guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current
18 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do
19 not adversely affect marketable title. SELLER hereby represents that SELLER has the legal authority and
20 capacity to convey the Property, and that no other person or entity has an ownership interest in the Property.

21 Under Florida law, financing of the BUYER's principal residence requires BUYER and BUYER's spouse
22 to sign the mortgage(s). Under Florida law, the sale of a principal residence requires SELLER's spouse
23 to sign the deed even if the spouse's name is not on SELLER's present deed.

24 1. PURCHASE PRICE to be paid by BUYER is payable as follows:

25 (A) Binder deposit is paid herewith, or is due within 3 days after \$ 5000
26 date of acceptance of this Agreement, which will remain a binder until
27 closing unless sooner disbursed according to the provisions of this
28 Agreement

29 (B) Additional binder deposit due on or before days after date of acceptance of this Agreement or \$
30 days after date of acceptance of this Agreement

31 (C) Proceeds of a note and mortgage to be executed by BUYER to any \$ 132,675
32 lender other than SELLER (base loan amount excluding FHA MIP,
33 funding fees or financed closing costs)

34 (D) Seller financing by note and mortgage executed by BUYER to SELLER \$
35 (requires use of Seller Financing Addendum)

36 (E) Balance due at closing (not including BUYER's closing costs, prepaid \$ 39,225
37 items or prorations) by wire transfer or, if allowed by settlement agent,
38 by cashier's or official check drawn on a United States banking institution

39 (F) PURCHASE PRICE \$ 176,900

40 Binder deposit(s) to be held by:

41 Name: TBD by seller within 3 days of the acceptance of this agreement

42 Address: LANDMARK TITLE 4540 SOUTHSIDE BLVD SUITE 202, JACKSONVILLE, FL. 32216

43 Phone: 904-998-9733

44 E-mail: Taurie@landmarktitleinsurance.com

45 Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder
46 deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced
47 in paragraph 12(A) hereof are not available.



48 2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

- 49  cash
- 50  loan without financing contingency
- 51  loan as marked below with financing contingency

52 Loan Approval (mark only one box):

- 53  is conditioned upon the closing of the sale of other real property owned by BUYER; or
- 54  is not conditioned upon the closing of the sale of other real property owned by BUYER.

55 If neither box is marked then Loan Approval is not conditioned upon the closing of the sale of other  
56 real property owned by BUYER.

57 (A)  **FHA:** "It is expressly agreed that notwithstanding any other provisions of this contract, the  
58 PURCHASER shall not be obligated to complete the purchase of the Property described herein or to  
59 incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has  
60 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal  
61 Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement Lender setting forth  
62 the appraised value of the Property of not less than \$ \_\_\_\_\_. The PURCHASER shall  
63 have the privilege and option of proceeding with consummation of this contract without regard to the  
64 amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum  
65 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the  
66 value or the condition of the Property. The PURCHASER should satisfy himself/herself that the price  
67 and condition of the Property are acceptable."  
68 **If Purchase Price changes, the dollar amount referenced in line 62 should be changed to**  
69 **reflect the new Purchase Price.**

70 (B)  **VA:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the  
71 BUYER shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete  
72 the purchase of the Property described herein if this Agreement purchase price or cost exceeds the  
73 reasonable value of the Property established by the Department of Veterans Affairs. The BUYER  
74 shall, however, have the privilege and option of proceeding with the consummation of this Agreement  
75 without regard to the amount of reasonable value established by the Department of Veterans Affairs.

76 (C)  **CONVENTIONAL OR USDA FINANCING:** If BUYER's financing is conventional or USDA, it is  
77 expressly agreed that, notwithstanding any other provision of this Agreement, BUYER shall not incur  
78 penalty by forfeiture of deposit(s) or otherwise be obligated to complete the purchase of the Property  
79 described herein if the Purchase Price exceeds the appraised value of the Property as established by  
80 BUYER's lender's appraiser. BUYER shall, however, have the option of proceeding with the  
81 consummation of this Agreement without regard to the amount of said appraised value. This  
82 contingency shall expire upon the expiration of the Loan Approval Period.

83 (D)  **OTHER FINANCING:**  **SELLER FINANCING**  **MORTGAGE ASSUMPTION.** If marked, see  
84 applicable Addendum attached hereto and made a part hereof.

85 **APPLICATION:** Within 5 \_\_\_\_\_ days (5 days if left blank) after date of acceptance of this Agreement,  
86 BUYER will complete the application process for mortgage loan(s). BUYER will timely furnish any and  
87 all credit, employment, financial, and other information required by lender sufficient to generate a  
88 Loan Estimate, pay all fees required by BUYER's lender and make a continuing and diligent effort to  
89 obtain loan approval. **Otherwise, BUYER is in default.** BUYER hereby authorizes BUYER's lender to  
90 disclose information regarding the status, progress and conditions of loan application and loan  
91 approval to SELLER, SELLER's attorney, Broker(s) to this transaction, and the closing  
92 attorney/settlement agent. BUYER and SELLER hereby further authorize BUYER's lender and the  
93 closing attorney/settlement agent to provide a copy of the combined settlement statement and the  
94 BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to BUYER  
95 and SELLER, both before and at closing (consummation).

96 **LOAN APPROVAL PERIOD:** If the mortgage loan is not approved within 25 \_\_\_\_\_ days (30 days if left  
97 blank) after date of acceptance of this Agreement, without contingencies other than lender-required  
98 repairs/replacements/treatments, marketable title and survey, hereinafter called the **Loan Approval**  
99 **Period, BUYER may terminate this Agreement by written notice to the Seller within the Loan**  
100 **Approval Period, or be deemed to have waived the financing contingency period.** If BUYER  
101 does not terminate this Agreement prior to the end of the Loan Approval Period, neither BUYER nor  
102 SELLER shall have a right to terminate this Agreement under this paragraph, the binder deposit shall  
103 not be refundable because of BUYER's failure to obtain financing, and this Agreement shall continue  
104 through the date of closing.



105 3. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until  
106 closing, except for normal wear and tear and any agreed upon repairs/replacements/treatments. If BUYER  
107 elects not to have inspections and investigations performed, or fails to make a timely request for  
108 repairs/replacements/treatments as set forth in this paragraph 3, BUYER accepts the Property in its **"AS IS"**  
109 condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages  
110 to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-  
111 inspection condition. These obligations shall survive termination of this Agreement.

112 (A) **Access and Utilities:** SELLER will make the Property available for inspections and investigations  
113 during the time provided for inspections and investigations in this paragraph, and agrees to have all  
114 utilities (including, but not limited to, electricity, fuel/gas and water) active from the date of acceptance  
115 of this Agreement through the date of closing and, if not, the time for inspections and investigations will  
116 be extended by the time access was denied.

117 Within 10 days (10 days if left blank) after the date of acceptance of this Agreement ("Inspection  
118 Period"), BUYER may, **but is not required to**, have the Property inspected and investigated by  
119 appropriately licensed inspectors and/or persons/entities holding a Florida license to build, repair or  
120 maintain the items inspected. BUYER and BUYER'S Broker have the right to be present during all  
121 inspections and investigations. The inspections and investigations include, but are not limited to:

- 122 (1) testing and inspecting structural matters, all major appliances, heating, cooling, mechanical,  
123 electrical and plumbing systems, well and septic (including drain field systems), saltwater and  
124 freshwater ground permeation and intrusion, the roof, foundation, pool and pool equipment,  
125 defective drywall, defective flooring, mold, asbestos, lead-based paint, drainage, radon gas and  
126 environmental and sinkhole conditions;
- 127 (2) inspecting for active infestation and/or damage from termites and other wood-destroying  
128 organisms; and
- 129 (3) determining if the Property is in a Community Development District (CDD) and, if so, the costs  
130 associated with the CDD, verifying the cost and availability of insurance, that  
131 condominium/homeowner's association insurance is satisfactory to BUYER and BUYER's lender,  
132 verifying square footage measurements, and reviewing applicable zoning and historic  
133 classifications, and covenants, restrictions, and easements, rules, and other governing documents  
134 affecting the Property.

135 If BUYER determines, in BUYER's **sole and absolute discretion**, that the Property is not acceptable  
136 to BUYER for any reason, BUYER may prior to the expiration of the Inspection Period:

- 137 • terminate this Agreement by delivering written notice of termination to SELLER together with a copy  
138 of all written reports, if any, of inspections and investigations if such reports are requested by  
139 SELLER; or
- 140 • submit BUYER's written request to SELLER for repairs/replacements/treatments, together with a  
141 copy of all written reports, if any, of inspections and investigations. **BUYER and SELLER shall have  
142 7 days from SELLER's receipt of such request within which to enter into a written agreement  
143 for repairs/replacements/treatments. If BUYER and SELLER have not entered into such  
144 written agreement within the 7 days, then BUYER may terminate this Agreement by giving  
145 written notice of termination to SELLER within 3 days after the 7 days, or be deemed to have  
146 accepted the Property without repairs/replacements/treatments except as may otherwise be  
147 provided in this Agreement. BUYER'S request for repairs/replacements/treatments or written  
148 agreement between BUYER and SELLER as to same shall not eliminate BUYER's right to  
149 terminate this Agreement at any time within the Inspection Period.**

150 If this Agreement is terminated as provided in this paragraph, BUYER and SELLER shall be released  
151 from all further obligations under this Agreement except as otherwise provided in this paragraph 3.  
152 Prior to the binder deposit(s) being delivered to BUYER, BUYER shall provide SELLER with paid  
153 receipts for all investigations and inspections, if any.

154 BUYER shall be responsible for prompt payment for all of BUYER's inspections and investigations.  
155 BUYER agrees to indemnify and hold SELLER harmless from all losses, damages, claims, suits, and  
156 costs which may arise out of any contract, agreement, or injury to any person or property as a result of  
157 any activities of BUYER and BUYER's agents and representatives relating to inspections and  
158 investigations except for any losses, damages, claims, suits, or costs arising out of pre-existing  
159 conditions of the Property or out of SELLER's negligence, willful acts or omissions.



160 SELLER shall have any agreed upon repairs/replacements/treatments completed by appropriately  
161 licensed persons within 10 days after entering into a written agreement for such with BUYER **and**  
162 **receipt by SELLER of written notice of BUYER's loan approval, if applicable.** SELLER shall notify  
163 BUYER in writing upon completion of all agreed upon repairs/replacements/treatments and provide  
164 BUYER with copies of all receipts for same at that time. BUYER may, within 3 days after receipt of  
165 SELLER's written notice and delivery of such receipts, reinspect the Property solely to verify that  
166 SELLER has completed the agreed upon repairs/replacements/treatments. No other  
167 repair/replacement/treatment issues may be raised as a result of this reinspection.

168 Walk-Through: Prior to closing, BUYER may walk through the Property solely to verify that SELLER  
169 has maintained the Property in the condition required in this Agreement.

170 (B) **BUYER's Responsibility**: Repairs, replacements and treatments to the Property after date of closing  
171 or BUYER's possession, whichever occurs first, will be BUYER's responsibility unless otherwise  
172 agreed in writing.

173 4. **TITLE EVIDENCE / MUNICIPAL LIEN SEARCH:**

174 (A) TITLE EVIDENCE: At least 10 \_\_\_\_\_ days before the date of closing (10 days if left blank), the party  
175 paying for the owner's title insurance shall cause the title agent to issue a title insurance commitment  
176 for an owner's policy in the amount of the Purchase Price and a title insurance commitment for a  
177 mortgage policy in the amount of BUYER's loan(s) if BUYER is financing the purchase. Any expense  
178 of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will  
179 be paid by SELLER.

180 (B) MUNICIPAL LIEN SEARCH: If a municipal lien search is required in this Agreement, at least  
181 10 \_\_\_\_\_ days before the date of closing (10 days if left blank), the party paying for this search shall  
182 pay for the cost of this search upon request by closing attorney/settlement agent.

183 5. **SURVEY MAP**: At least 10 \_\_\_\_\_ days before date of closing (10 days if left blank), the party paying for the  
184 survey map shall cause to be delivered to the closing attorney/settlement agent **(mark only one box)**:

- 185  a new staked survey map of the Property dated within (3) months of date of closing showing all  
186 improvements, certified to BUYER, SELLER, lender, and the title insurer in compliance with Florida law;  
187 or
- 188  a copy of a previously made survey map of the Property showing all existing improvements and  
189 sufficient to allow removal of the standard survey map exceptions from the title insurance commitment  
190 or, if insufficient, then a new staked survey map is required at Sellers's expense unless  
191 otherwise marked in paragraph 7a; or
- 192  No survey map is required.

193 **If a surveyor's flood elevation certificate is required, BUYER shall pay for it.**

194 6. **TITLE EXAMINATION AND DATE OF CLOSING (CONSUMMATION):**

195 (A) If title evidence and survey map, as specified below, show SELLER is vested with marketable title,  
196 including legal access, the transaction will be closed and the deed and other closing papers delivered  
197 on or before **(mark only one box)**:

- 198  \_\_\_\_\_ days (15 days if left blank) after the **Loan Approval Period**; or
- 199  08/06/2020 \_\_\_\_\_ (specific date); or
- 200  \_\_\_\_\_ days after date of acceptance of this Agreement,

201 **unless extended by other conditions of this Agreement.**

202 Marketable title means title which a Florida title insurer will insure as marketable at its regular rates  
203 and subject only to matters to be cured at closing and the usual exceptions such as survey map,  
204 current taxes, zoning ordinances, and covenants, restrictions and easements of record which do not  
205 adversely affect marketable title. From the date of acceptance of this Agreement through closing,  
206 SELLER will not take or allow any action to be taken that alters or changes the status of title to the  
207 Property.



208 (B) **Extension of Date of Closing and Other Dates:** If closing cannot occur by the date of closing due  
209 to Consumer Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be  
210 extended for the period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If  
211 extreme weather, act of God, government shutdown, act of terrorism or war ("force majeure")  
212 prevents any obligation under this Agreement from being reasonably performed or causes the  
213 unavailability of insurance, all time periods, including the date of closing, will be extended for the  
214 period of time that any of the above prevents performance of any obligation under this Agreement,  
215 but in no event more than 5 days after restoration of services essential to the closing process and  
216 availability of applicable insurance. If force majeure prevents performance of any obligation under this  
217 Agreement for more than 30 days beyond the date of closing, BUYER or SELLER may terminate this  
218 Agreement by delivering written notice to the other party.

219 If title evidence or survey map reveals any defects which render title unmarketable, or if the Property  
220 is not in compliance with governmental regulations/permitting, or condominium or homeowners'  
221 association rules/regulations, BUYER or closing attorney/settlement agent will have 5 days from  
222 receipt of title commitment, survey map or written evidence of any association, permitting or  
223 regulatory issue to notify SELLER in writing of such defects. SELLER agrees to use reasonable  
224 diligence to cure such defects at SELLER's expense, even if not yet a monetary obligation, and will  
225 have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to  
226 BUYER of evidence that such defects have been cured but not sooner than the date of closing.  
227 SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other monetary  
228 encumbrances unless otherwise agreed in writing. If SELLER is unable to convey marketable title, or  
229 to cure association, permitting / regulatory compliance issues, BUYER will have the right to either  
230 terminate this Agreement or to accept the Property as SELLER is able to convey, and to close this  
231 transaction upon the terms stated herein, which election must be exercised within 10 days after  
232 BUYER's receipt of SELLER's written notice of SELLER's inability to cure.

233 7. **BUYER WILL PAY:**

234 (A) CLOSING COSTS:

- |   |   |
|---|---|
| 235 <input checked="" type="checkbox"/> Recording fees                                | <input type="checkbox"/> One-year home warranty _____             |
| 236 <input checked="" type="checkbox"/> Intangible tax                                | <input type="checkbox"/> VA funding fee                           |
| 237 <input checked="" type="checkbox"/> Note stamps                                   | <input checked="" type="checkbox"/> Mortgage insurance premium    |
| 238 <input checked="" type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Mortgage discount not to exceed _____    |
| 239 <input checked="" type="checkbox"/> Title insurance endorsements                  | <input type="checkbox"/> Survey Map                               |
| 240 <input checked="" type="checkbox"/> Lender's flood certification fees             | <input type="checkbox"/> Closing attorney/settlement fee          |
| 241 <input checked="" type="checkbox"/> Mortgage origination charges                  | <input checked="" type="checkbox"/> BUYER's courier/wire fees     |
| 242 <input checked="" type="checkbox"/> Appraisal fee                                 | <input type="checkbox"/> Title search                             |
| 243 <input checked="" type="checkbox"/> Credit report (s)                             | <input type="checkbox"/> Municipal lien search                    |
| 244 <input checked="" type="checkbox"/> Inspection and reinspection fee               | <input type="checkbox"/> Broker transaction fee \$ _____          |
| 245 <input checked="" type="checkbox"/> Tax service fee                               | <input type="checkbox"/> Mortgage transfer and assumption charges |
| 246 <input checked="" type="checkbox"/> Wood-destroying organism (WDO) report         |   |
| 247 <input type="checkbox"/> Other _____  |   |

248 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by  
249 law or regulation, **together with lender related settlement/title service fees charged to process,**  
250 **close and post close BUYER's loan(s).**

251 (C) Condominium and homeowners' association application/transfer fees, the cost of completion of a  
252 lender's condominium questionnaire fees, and capital contributions, if required.

253 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance  
254 premiums if required by the lender.

255 8. **SELLER WILL PAY:**

256 (A) CLOSING COSTS:

- |   |   |
|---|---|
| 257 <input checked="" type="checkbox"/> Deed stamps   | <input checked="" type="checkbox"/> One-year home warranty not to exceed \$ <u>500.00</u> |
| 258 <input checked="" type="checkbox"/> Owner's title insurance policy  | <input type="checkbox"/> Mortgage discount not to exceed _____                            |
| 259 <input checked="" type="checkbox"/> Title search  | <input checked="" type="checkbox"/> Appraisal fee   |
| 260 <input checked="" type="checkbox"/> Closing attorney/settlement fee   | <input type="checkbox"/> Municipal lien search  |
| 261 <input checked="" type="checkbox"/> Survey Map  |   |
| 262 <input checked="" type="checkbox"/> Satisfaction of mortgage and recording fee                                  |   |
| 263 <input checked="" type="checkbox"/> SELLER's courier/wire fees  |   |
| 264 <input checked="" type="checkbox"/> Other <u>Seller to pay \$1000 towards buyers closing costs and prepaids</u> |   |



- 266 (B) Real estate commission and broker transaction fee pursuant to the listing agreement.
- 267 (C) Condominium and homeowners' association estoppel/statement fees, payable upon request by the
- 268 closing attorney/settlement agent.
- 269 (D) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is
- 270 prohibited from paying by law or regulation.
- 271 (E) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's
- 272 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**
- 273 **7(A)** and those specified in paragraphs 7(B), 7(C) and 7(D). This amount will include all VA non-
- 274 allowables not specified to be paid by SELLER.
- 275 (F) All mortgage payments, condominium and homeowners' association fees and assessments, CDD
- 276 fees and government special assessments due and payable shall be paid current at SELLER's
- 277 expense at the time of closing.
- 278 (G) Property Assessed Clean Energy Financing ("PACE"). At or prior to closing, SELLER will pay in full
- 279 the amount of any assessment or lien imposed on the Property pursuant to Section 163.08 of the
- 280 Florida Statutes for a qualifying improvement to the Property related to energy efficiency, renewable
- 281 energy, or wind resistance. If the Property presently has PACE financing, BUYER and SELLER must
- 282 sign the PACE Addendum, which Addendum shall be part of this Agreement.
- 283 (H) Public Body (Government) Special Assessments. At closing, SELLER will pay: (i) the full amount of
- 284 liens imposed by a public body that are certified, confirmed and ratified before the date of closing not
- 285 payable in installments; and (ii) the amount of the public body's most recent estimate or assessment
- 286 for an improvement which is substantially completed as of date of acceptance of this Agreement but
- 287 that has not resulted in a lien being imposed on the Property before closing. **"Public body" does not**
- 288 **include a condominium or homeowners' association or CDD.**
- 289 If public body special assessments may be paid in installments (mark only one box):
- 290  BUYER shall pay installments due after date of closing; or
- 291  SELLER will pay the assessment in full prior to or at the time of closing.
- 292 **IF NEITHER BOX IS MARKED, SELLER SHALL PAY SUCH ASSESSMENT(S) IN FULL PRIOR**
- 293 **TO OR AT TIME OF CLOSING. This paragraph 8(H) shall not apply to liens imposed by a**
- 294 **Community Development District created by Florida Statute 190. The special benefit tax**
- 295 **assessment imposed by a Community Development District shall be treated as an ad valorem**
- 296 **tax.**

297 9. **PRORATIONS:** All taxes, rents, condominium and homeowners' association fees, solid waste  
 298 collection/recycling/disposal fees, stormwater fees, and Community Development District (CDD) fees will be  
 299 prorated through the day before closing based on the most recent information available to the closing  
 300 attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall  
 301 belong to BUYER. Any proration based on an estimate shall be re-prorated at the request of either party  
 302 upon receipt of the actual bill based on the maximum discount available.

303 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S  
 304 CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY  
 305 BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF  
 306 OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE  
 307 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY  
 308 QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S  
 309 OFFICE FOR INFORMATION

310 10. **DEFAULT:**

- 311 (A) If BUYER defaults under this Agreement, including failure to pay all binder deposits within the time
- 312 specified, all binder deposits paid and agreed to be paid (after deduction of unpaid closing costs
- 313 incurred, except inspection fee(s), credit report and appraisal fees, which shall be BUYER's sole
- 314 responsibility) will be retained by SELLER as agreed upon liquidated damages, consideration for the
- 315 execution of this Agreement, and in full settlement of any claims. BUYER and SELLER will then be
- 316 relieved of all obligations to each other under this Agreement except for BUYER's responsibility for
- 317 damages caused during inspections as described in paragraph 3.
- 318 (B) If SELLER defaults under this Agreement, all loan and sale processing and closing costs incurred
- 319 whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and
- 320 BUYER may either: (i) seek specific performance; or (ii) elect to receive the return of BUYER's
- 321 binder deposits without thereby waiving any action for damages resulting from SELLER's default.



322 (C) Binder deposits retained by SELLER as liquidated damages will be distributed pursuant to the terms  
323 of the listing agreement.

324 11. **NON-DEFAULT PAYMENT OF EXPENSES:**

325 (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs  
326 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of  
327 BUYER with costs deducted from the binder deposits, and the remainder of the binder deposits shall  
328 be returned to BUYER. This will include but not be limited to the transaction not closing because  
329 BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes  
330 BUYER's right to terminate under any contingency in this Agreement; however, if Buyer elects to  
331 terminate this Agreement pursuant to paragraphs 2(A), 2(B), 2(C) or 3, each party will be responsible  
332 for all loan and sale processing costs specified to be paid by that party, except that all inspections,  
333 including WDO Report, shall be paid by BUYER.

334 (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs  
335 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of  
336 SELLER, and BUYER will be entitled to the return of the binder deposits. This will include the  
337 transaction not closing because SELLER elects not to pay for the amount in excess of the amounts in  
338 paragraph 15 with respect to casualty, loss or damage, or because SELLER cannot deliver  
339 marketable title, or is unable to cure association, permitting / regulatory compliance issues, but shall  
340 not include failure to appraise or termination pursuant to paragraph 2.

341 12. **BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

342 (A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposits, the  
343 holder of the binder deposits may file an interpleader action in accordance with applicable law to  
344 determine entitlement to the binder deposits, and the interpleader's attorney's fees and costs shall be  
345 deducted and paid from the binder deposits and assessed against the non-prevailing party, or the  
346 broker holding the binder deposits may request the issuance of an Escrow Disbursement Order from  
347 the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby,  
348 and shall indemnify and hold harmless the holder of the binder deposits from all costs, attorney's fees  
349 and damages upon disbursement in accordance therewith.

350 (B) All controversies and claims between BUYER, SELLER or Broker(s), directly or indirectly, arising out  
351 of or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER,  
352 SELLER and Broker(s), jointly and severally, knowingly, voluntarily and intentionally waive any and all  
353 rights to a trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker(s),  
354 whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each  
355 party will be liable for their own costs and attorney's fees except for interpleader's attorney's fees and  
356 costs, which shall be payable as set forth in paragraph 12(A).

357 13. **PROPERTY DISCLOSURE:** SELLER represents that SELLER has no knowledge of facts materially  
358 affecting the value of the Property other than those which BUYER can readily observe **except:**  
359 See Sellers Disclosure.

---

361 SELLER further represents that the Property is not now and will not be prior to the date of closing subject to  
362 a municipal or county code enforcement proceeding and that no citation has been issued **except:**  
363 See Sellers Disclosure.

---

364 If the Property is or becomes subject to such a proceeding prior to the date of closing, SELLER shall  
365 comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes,  
366 SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding  
367 unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental  
368 entity as to uncorrected building, environmental or safety code violations, and SELLER has no knowledge  
369 of any repairs or improvements made to the Property not then in compliance with governmental  
370 regulations/permitting **except:** See Sellers Disclosure.

---

371 (A) **Energy Efficiency:** In accordance with Florida Statute 553.996, notice is hereby given that the  
372 BUYER of real property with a building for occupancy located thereon may have the building's  
373 energy-efficiency rating determined. BUYER acknowledges receipt of the Florida energy efficiency  
374 rating information brochure prepared by the State of Florida at the time of or prior to BUYER signing  
375 this Agreement.

376 (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has  
377 accumulated in a building in sufficient quantities, may present health risks to persons who are exposed



378 to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in  
379 Florida. Additional information regarding radon testing may be obtained from your county health unit.

380 (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies  
381 whether flood insurance is required and what restrictions apply to improving the Property and  
382 rebuilding in the event of casualty.

383 (D) **Community Development District: If the Property is in a CDD, a Community Development**  
384 **District Disclosure must be signed by BUYER and SELLER and made a part hereof.**

385 (E) **Mold Disclosure:** Mold is naturally occurring. The presence of mold in a home or building may cause  
386 health problems and damage to the Property.

387 (F) **Airport Notice Zones:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER  
388 and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.

389 (G) **Historic Districts:** BUYER is advised to verify with appropriate government agencies whether the  
390 Property is in an historic district; if so, the Property is subject to additional guidelines and restrictions.  
391 **See Historic District Disclosure for further information.**

392 (H) **Other:** BUYER should exercise due diligence with respect to information regarding neighborhood  
393 crimes, sexual offenders/predators and any other matters BUYER deems relevant to the purchase of  
394 the Property.

395 **Broker's Notice:** BUYER and SELLER acknowledge and agree that neither the Listing Broker nor  
396 Selling Broker warrants the condition, size or square footage of the Property, and neither is liable to  
397 BUYER or SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs  
398 regarding same. BUYER and SELLER hereby release and hold harmless said Brokers and their  
399 licensees from any losses, damages, claims, suits, and costs arising out of or occurring with respect to  
400 the condition, size or square footage of the Property. Brokers shall not be liable for the performance by  
401 any provider of services or products recommended by Brokers. Such recommendations are made as a  
402 courtesy. BUYER and SELLER may select their own providers of services or products.

403 14. **POSSESSION:**

404 (A)  BUYER will be given possession at closing; or

405  
406  BUYER will be given possession within \_\_\_\_\_ days after closing at no rental cost to SELLER except  
407 as otherwise set forth in paragraph 17 hereof.

408 If neither box is marked in this paragraph 14A, then BUYER will be given possession at closing.

409 **If possession is to be delivered before or after closing, the BUYER and SELLER shall execute a**  
410 **separate possession agreement prepared by legal counsel at possessor's expense at least 5 days**  
411 **before date of closing.**

412 **SELLER shall sweep the Property clean and remove all personal property not included in the sale by**  
413 **time of BUYER's possession.**

414 (B)  SELLER represents that there are no parties in possession other than SELLER, or that any parties  
415 in possession other than SELLER shall vacate the Property as of the date and time of closing; or

416  BUYER understands that the Property is available for rent or rented and the tenant may continue  
417 in possession following closing unless otherwise agreed in writing between the landlord and  
418 tenant. Within 5 days after date of acceptance of this Agreement, SELLER shall provide BUYER  
419 with a copy of all current leases and rent rolls for the Property and deliver to BUYER originals of  
420 same at closing. At closing, all tenant deposits will be transferred from SELLER to BUYER, and  
421 any leases shall be deemed to have been assigned by SELLER to BUYER. This Agreement shall  
422 be deemed an assignment of any leases upon closing, and the obligations thereunder assumed by  
423 BUYER.  
424

425 If neither box is marked in this paragraph 14B, then BUYER will be given possession as of the date  
426 and time of closing.



427 15. **CASUALTY LOSS OR DAMAGE:** If the Property is damaged by any casualty prior to closing, SELLER shall  
428 immediately notify BUYER in writing. If the cost of repair or restoration does not exceed 3% of the Purchase  
429 Price, cost of repair or restoration will be an obligation of SELLER and closing will proceed pursuant to the  
430 terms of this Agreement. If the cost of repair or restoration exceeds 3% of the Purchase Price, BUYER may  
431 terminate this Agreement by giving written notice to SELLER within 10 days after BUYER's receipt of  
432 written notice from SELLER of the casualty. If BUYER has not so terminated, SELLER shall have 30 days  
433 from the end of said 10 day period to complete the repairs in accordance with the conditions required by  
434 paragraph 3 and all applicable laws. Closing shall occur within 20 days thereafter but not sooner than the  
435 date of closing as set forth in paragraph 6.

436 If BUYER has not terminated as above, and the cost of repair or restoration exceeds said 3% and SELLER  
437 declines to pay the excess, then SELLER must notify BUYER in writing of same within 15 days after the  
438 casualty. In this event, BUYER may either purchase the Property as is, together with any insurance  
439 proceeds payable by virtue of such casualty (to be assigned by SELLER to BUYER upon closing) plus an  
440 amount equal to SELLER's deductible, or BUYER may terminate this Agreement. BUYER shall have 5 days  
441 after receipt of SELLER's written notice of refusal to pay the excess costs to terminate this Agreement, or  
442 be deemed to have elected to proceed with this transaction.

443 16. **PERSONAL PROPERTY:** The following items, if owned by SELLER and existing on the Property on the  
444 date of the initial offer, are included in the Purchase Price: range/oven, cooktop, dishwasher, disposal,  
445 ceiling fans, trash compactor, audio/visual system wiring, smart outlets, thermostats, keyless entry devices,  
446 solar panels, light fixtures and bulbs, smoke detector(s), bathroom mirrors, drapery hardware, all window  
447 treatments, garage door opener and controls, security gate and other access devices, mailbox and mailbox  
448 key, fence, plants and shrubbery as now installed on the Property, and those additional items checked  
449 below (to which no value has been assigned):

- 450  Refrigerator(s)       Microwave Oven       Pool fence/barrier       Mounted/installed speakers
- 451  Washer               Window/wall a/c       Pool Sweep               Water softener/treatment system
- 452  Dryer                   Built-in Generator       Above Ground Pool       Storm shutters and panels
- 453  Gas logs               Wine cooler               Storage Shed               Spa or hot tub with heater
- 454  Security Camera(s)
- 455  Other smart home devices (must specify): \_\_\_\_\_

456  
457  Other (specify): \_\_\_\_\_

459 Items specifically excluded from this Agreement: \_\_\_\_\_

462 17. **ADDENDA/RIDERS/DISCLOSURES:**

463 If marked the following are attached hereto and made a part of this Agreement and this Agreement will not be  
464 deemed accepted unless and until all marked Addenda, Riders and Disclosures have been signed/initialed, as  
465 appropriate, by both BUYER and SELLER, and delivered to BUYER and SELLER or their respective Broker:

- 466  Condominium Rider
- 467  Homeowners' Association/Community Disclosure Addendum
- 468  Community Development District Disclosure Addendum
- 469  Lead-Based Paint Disclosure For Residential Sales Addendum (required for pre-1978 homes)
- 470  Continued Marketing Addendum
- 471  Coastal Construction Control Line Disclosure Addendum
- 472  Short Sale Addendum
- 473  For Your Protection: Get a Home Inspection (for FHA Financing)
- 474  Counter Offer Addendum (To accept a counter offer, BUYER and SELLER must sign both this Agreement  
475 and the Counter Offer Addendum.)
- 476  Energy-Related Improvement Assessment Addendum (affects only properties that have PACE financing)
- 477  Other (Specify here) \_\_\_\_\_

478 **ADDITIONAL TERMS AND CONDITIONS:** \_\_\_\_\_

479 \_\_\_\_\_

480 \_\_\_\_\_

481 \_\_\_\_\_

482 \_\_\_\_\_



483

484

485 18. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge  
486 receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree  
487 that the terms of this Agreement constitute the entire agreement between them and that they have not  
488 received or relied on any representations by Brokers or any material regarding the Property including, but  
489 not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements  
490 or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement.  
491 Modifications of and notices pursuant to this Agreement will not be binding unless in writing, signed, initialed  
492 as appropriate and delivered by the party to be bound. This Agreement and any modifications to this  
493 Agreement may be signed in counterparts and may be executed and/or transmitted by electronic media.  
494 Headings are for reference only and shall not be deemed to control interpretations. If any provision of this  
495 Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective.  
496 Neither this Agreement nor any memorandum hereof will be recorded in any public records. For emphasis,  
497 some provisions have been bolded and/or capitalized, but every provision in this Agreement is significant  
498 and should be reviewed and understood. No provision should be ignored or disregarded because it is not in  
499 bold or otherwise emphasized in some manner.

500 In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith  
501 with the other. Written notice to or from the Broker for a party shall be deemed notice to or from that party  
502 and may be transmitted by electronic media. All assignable repair and treatment contracts and warranties  
503 are deemed assigned by SELLER to BUYER at closing unless otherwise stated herein. SELLER agrees to  
504 sign all documents necessary to accomplish same, at BUYER's expense, if any.

505 19. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** As used in this Agreement, "days" means calendar  
506 days. Any dates herein, other than the time of acceptance, which end on a Saturday, Sunday or federal  
507 holiday shall extend to the next date which is not a Saturday, Sunday or federal holiday. All references to a  
508 date other than the date of acceptance shall end at 9:00 p.m. Eastern Time.

509 20. **BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any  
510 other agreements with real estate brokers other than those named below with regard to the Property.  
511 BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new  
512 owner of the Property. "Broker", as used in this Agreement, is deemed to include all of Broker's licensees  
513 licensed to sell real property in the State of Florida.

514 21. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest-  
515 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any  
516 interest earned as the cost associated with maintenance of said escrow account.

517 22. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective Social  
518 Security or Tax I.D. numbers to closing attorney/settlement agent upon request.

519 23. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal  
520 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and  
521 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party shall  
522 not incur any costs, fees or liability as a result of or in connection with the exchange.

523 24. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain  
524 mortgage payoff letters (including from foreclosure attorneys) and homeowner's and condominium  
525 association estoppel letters on behalf of SELLER.

526 25. **FIRPTA TAX WITHHOLDING:** If any SELLER is a "foreign person" as defined by the Foreign Investment in  
527 Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to  
528 provide additional funds at closing. **SELLER agrees to disclose to the closing attorney/settlement  
529 agent at least 10 days before closing if any SELLER is not a U.S. citizen or resident alien.**

530 26. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED  
531 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKERS (INCLUDING ELECTRONIC MEDIA) ON  
532 OR BEFORE 1 :01  A.M.  P.M. 07/10/2020 (DATE), THIS OFFER WILL BE DEEMED WITHDRAWN.  
533 THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFER SHALL BE \_\_\_\_\_ HOURS (24  
534 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTEROFFER IS DELIVERED.

535 27. **DATE OF ACCEPTANCE:** The date of acceptance of this Agreement shall be the date on which this  
536 Agreement, including all marked Addenda, Riders and Disclosures, is last executed by BUYER and  
537 SELLER and a fully executed copy has been delivered to BUYER and SELLER or their respective Brokers.

**WIRE FRAUD ALERT.** Every day criminals are trying to steal your money by hacking email accounts of real estate agents, title companies, settlement attorneys, lenders and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. These emails are convincing and sophisticated, and they look like the email came from your real estate agent, title company, settlement attorney or lender. BUYER and SELLER are advised not to wire any funds without personally speaking with the intended recipient of the wire at a verified phone number that you obtained independently to confirm the routing number and the account number. BUYER and SELLER should not send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient. BUYER and SELLER agree to indemnify and hold harmless all brokers from all losses, liabilities, charges and costs they may incur due to any and all wire transfers or wire instructions relating to the transfer or issuance of funds.

After you receive a Federal Reference Number from your sending financial institution, you may want to verify as soon as possible with the intended recipient of the wire that they received your money. If you cannot verify that the wire was received by the intended recipient, immediately contact your financial institution that sent the wire.

**If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.**

|     |                           |   |                              |          |
|-----|---------------------------|---|------------------------------|----------|
| 538 | <i>Leeth Antonetti</i>    | dotloop verified<br>07/09/20 9:38 PM EDT<br>TXYL-2INH-ERKO-3QLE | DocuSigned by:<br>[Redacted] | 7/9/2020 |
| 539 | BUYER                     | DATE  | SELLER                       | DATE     |
| 540 | Marital Status:           |   | Marital Status:              |          |
| 541 | <i>Fernando Antonetti</i> | dotloop verified<br>07/09/20 9:36 PM EDT<br>8AWY-WVIN-TSYO-06YL |                              |          |
| 542 | BUYER                     | DATE  | SELLER                       | DATE     |
| 543 | Marital Status:           |   | Marital Status:              |          |
| 544 |                           |   |                              |          |
| 545 | BUYER                     | DATE  | SELLER                       | DATE     |
| 546 | Marital Status:           |   | Marital Status:              |          |
| 547 |                           |   |                              |          |
| 548 | BUYER                     | DATE  | SELLER                       | DATE     |
| 549 | Marital Status:           |   | Marital Status:              |          |

550  Mark if any SELLER is not a U.S. Citizen or resident alien.

551 Broker, by signature below, acknowledges receipt of \$ \_\_\_\_\_  cash  check as the binder deposit specified

552 in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending disbursement according to

553 the terms hereof, together with any additional binder deposit(s) escrowed by the terms of this Agreement.

554 \_\_\_\_\_

555 Company By: \_\_\_\_\_ Title \_\_\_\_\_

**END OF PURCHASE AND SALE AGREEMENT**

556 Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of

557 paragraphs 12 and 18 above. This Agreement shall not be used to modify any multiple listing service or

558 other offer of compensation made by Listing Broker or SELLER to Selling Broker.

|     |   |   |
|-----|---|---|
| 559 | EXIT Real Estate Gallery                          | FLORIDA HOMES REALTY & MORTGAGE LLC               |
| 560 | Firm Name of Selling Broker                       | Firm Name of Listing Broker                       |
| 561 | BK3131038   | BK3050707   |
| 562 | Broker's State License ID (BK Real Estate Number) | Broker's State License ID (BK Real Estate Number) |
| 563 | 904-580-6008                                      | 904-996-9115                                      |
| 564 | Phone for Selling Broker                          | Phone for Listing Broker                          |
| 565 | 2843 County Road 210, Suite #104                  | 184 STATE ROAD 312                                |
| 566 | Selling Broker Office Address                     | Listing Broker Office Address                     |
| 567 | St Johns, FL 32259                                | ST. AUGUSTINE, FL. 32086                          |
| 568 | Selling Broker City, State, Zip Code              | Listing Broker City, State, Zip Code              |
| 569 | By: <i>Sydney Ragusa</i>                          | By: <i>Lionel Ingram</i>                          |
| 570 | Authorized Licensee Signature                     | Authorized Licensee Signature                     |
| 571 | Sydney Ragusa                                     | Lionel Ingram                                     |
| 572 | Printed Name of Licensee                          | Printed Name of Licensee                          |
| 573 | sydney@housershomes.com                           | Ingramlionel@yahoo.com                            |
| 574 | Email Address                                     | Email Address                                     |
| 575 | 904-575-8200                                      | 904-377-9216                                      |
| 576 | Phone for Selling Licensee                        | Phone for Listing Licensee                        |
| 577 | SL3360963   | SL3252935   |
| 578 | Licensee's State License ID                       | Licensee's State License ID                       |
| 579 | (BK or SL Real Estate Number)                     | (BK or SL Real Estate Number)                     |

**FORM 1**

**STATEMENT OF  
FINANCIAL INTERESTS**

**2020**

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

Nealis G James

MAILING ADDRESS :

[REDACTED]

CITY : ZIP : COUNTY :

[REDACTED]

NAME OF AGENCY :

STATE ATTORNEY'S OFFICE

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

ASSISTANT STATE ATTORNEY

CHECK ONLY IF  CANDIDATE OR  NEW EMPLOYEE OR APPOINTEE

231881

Rec'd and processed by COE

2-25-25

**\*\*\*\* THIS SECTION MUST BE COMPLETED \*\*\*\***

**DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2020.

**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

**COMPARATIVE (PERCENTAGE) THRESHOLDS** OR  **DOLLAR VALUE THRESHOLDS**

**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

| NAME OF SOURCE OF INCOME      | SOURCE'S ADDRESS                    | DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY |
|-------------------------------|-------------------------------------|---|
| State Attorney's Office(100%) | 410 St Johns Ave, Palatka, FL 32177 | Prosecutor  |
|                               |                                     |   |
|                               |                                     |   |

**PART B -- SECONDARY SOURCES OF INCOME**

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

| NAME OF BUSINESS ENTITY | NAME OF MAJOR SOURCES OF BUSINESS' INCOME | ADDRESS OF SOURCE | PRINCIPAL BUSINESS ACTIVITY OF SOURCE |
|-------------------------|---|-------------------|---------------------------------------|
|                         |   |                   |                                       |
|                         |   |                   |                                       |

**PART C -- REAL PROPERTY** [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

|            |
|------------|
| [REDACTED] |
|            |
|            |

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

**FILING INSTRUCTIONS** for when and where to file this form are located at the bottom of page 2.

**INSTRUCTIONS** on who must file this form and how to fill it out begin on page 3.

**PART D — INTANGIBLE PERSONAL PROPERTY** [Stocks, bonds, certificates of deposit, etc. - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

| TYPE OF INTANGIBLE | BUSINESS ENTITY TO WHICH THE PROPERTY RELATES |
|--------------------|---|
|                    |   |

**PART E — LIABILITIES** [Major debts - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

| NAME OF CREDITOR              | ADDRESS OF CREDITOR                                 |
|-------------------------------|---|
| Fedloan Servicing (\$267,000) | P.O. Box 69184, Harrisburg, Pennsylvania 17106-9184 |

**PART F — INTERESTS IN SPECIFIED BUSINESSES** [Ownership or positions in certain types of businesses - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

| NAME OF BUSINESS ENTITY                       | BUSINESS ENTITY # 1        | BUSINESS ENTITY # 2 |
|---|----------------------------|---------------------|
|   | ADDRESS OF BUSINESS ENTITY |                     |
| PRINCIPAL BUSINESS ACTIVITY                   |                            |                     |
| POSITION HELD WITH ENTITY                     |                            |                     |
| I OWN MORE THAN A 5% INTEREST IN THE BUSINESS |                            |                     |
| NATURE OF MY OWNERSHIP INTEREST               |                            |                     |

**PART G — TRAINING** For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

**SIGNATURE OF FILER:**

Signature:  
*James Nealis*

Date Signed:  
 2/25/2025

**CPA or ATTORNEY SIGNATURE ONLY**

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FILING INSTRUCTIONS:**

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

**State officers or specified state employees** who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

**Candidates** file this form together with their filing papers.

**MULTIPLE FILING UNNECESSARY:** A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

**WHEN TO FILE: Initially,** each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter,** file by July 1 following each calendar year in which they hold their positions.

**Finally,** file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2020.

## NOTICE

**Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]**

**In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]**

## **WHO MUST FILE FORM 1:**

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members: Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc.; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
- 4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
- 5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
- 6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.
- 8) Officers and employees of entities serving as chief administrative officer of a political subdivision.
- 9) Members of governing boards of charter schools operated by a city or other public entity.
- 10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
- 12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
- 13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
- 14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

## **INSTRUCTIONS FOR COMPLETING FORM 1:**

**INTRODUCTORY INFORMATION** (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

**NAME OF AGENCY:** The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

**DISCLOSURE PERIOD:** The "disclosure period" for your report is the calendar year ending December 31, 2020.

**OFFICE OR POSITION HELD OR SOUGHT:** The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written request.

## MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

### **IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY**

#### **PART A — PRIMARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### **PART B — SECONDARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital

stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

#### **PART C — REAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

#### **PART D — INTANGIBLE PERSONAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(6), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies; utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure

period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

# IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

## PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

### Examples:

- If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived

more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,
- (2) You received more than 10% of your gross income from that business entity; **and**,
- (3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

### PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

### PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

### PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

### PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

### PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

**BEFORE THE  
STATE OF FLORIDA  
COMMISSION ON ETHICS**

In re **James G Nealis**  
**Assistant State Attorney**  
**Employees**  
**State Attorney; 7Th Circuit**

**PID#: 231881**

**NOTICE OF ASSESSMENT OF AUTOMATIC FINE**

The Commission on Ethics hereby gives notice of an assessment of a fine against you pursuant to Section 112.3145(8)(g), Florida Statutes, due to your failure to timely file your 2020 CE Form 1, Statement Of Financial Interests. Under the law, your 2020 CE Form 1, Statement of Financial Interests, was due by July 1, 2021. The law provided for a penalty-free grace period extending the due date to September 1, 2021. After that date, you accrued fines of \$25.00 per day for each day your financial disclosure was late, up to the maximum fine of \$1,500.00 (60 days late), pursuant to Section 112.3145(8)(g), Florida Statutes

Inasmuch as your 2020 CE Form 1 has not been filed with the Commission on Ethics within the 60 days of the grace period date (September 1, 2021), you have accrued the maximum fine amount of \$1,500.00. This fine must be paid to the Commission on Ethics within 30 days of the date of this notice unless you appeal the fine to the Commission. The Commission has the authority to consider the appeal and waive the fine in whole or in part if your failure to file on time was due to "unusual circumstances" surrounding the failure to file. Unless the fine is successfully appealed, the Commission is required to investigate public officers and employees who receive the maximum \$1,500 fine, to determine whether their failure to file was willful. The penalty for willfully failing to file disclosure is removal from public office or employment.

**HOW TO APPEAL**

1. Read these instructions carefully before submitting your appeal.
2. **LEGAL AUTHORITY:** Appeals are governed by Section 112.3145(8)(g)3., Florida Statutes, and Commission Rule 34-8.215, Florida Administrative Code.
3. **FORMAT:** Your appeal must be in writing and mailed to Florida Commission on Ethics, P. O. Drawer 15709, Tallahassee, FL 32317-5709, or delivered to Florida Commission on Ethics, 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303. The appeal may take the form of a letter or you may use the appeal form included in this mailing. The appeal form also is available at the Commission's website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us). Click on "Financial Disclosure" and then the link to the sample appeal form.
4. **DUE DATE:** Your appeal must be received by the Commission on Ethics on or before **October 23, 2023**. **NOTE:** Failure to timely file an appeal will constitute a waiver of your right to appeal and will result in the entry of a default order against you.
5. **UNUSUAL CIRCUMSTANCES:** An appeal must demonstrate that you submitted your CE Form 1 after the extended due date because of "unusual circumstances." "Unusual circumstances" is defined in Commission Rule 34-8.215(4), Florida Administrative Code, as "uncommon, rare, or sudden events over which the reporting individual had no control and which directly result in the failure to act in accordance with the filing requirements." Therefore, circumstances that allowed for time to take steps necessary to file on time do not constitute "unusual circumstances" that will allow the Commission to waive the fine. You have the burden to establish "unusual circumstances." Your appeal must specifically state the circumstances that led to your not filing by September 1, 2021, and must include any documentation or evidence supporting your appeal, such as:
  - a. **SICKNESS/INJURY:** a statement from attending physician, including dates and nature of the illness or injury;
  - b. **LACK OF NOTICE (WRONG ADDRESS):** documentation that you did not reside at the address to which notice was sent;

- c. **LACK OF NOTICE (ABSENCE FROM HOME):** documentation establishing the period of time of your absence covering the notification period;
  - d. **CLAIM OF TIMELY FILING OF FINANCIAL DISCLOSURE:** (1) an affidavit from you attesting under oath or affirmation that you filed your financial disclosure and your recollection of when and how you filed and (2) a copy of a certified mail receipt and/or a copy of the completed form which was filed. If you have witnesses to your filing, we also will need an affidavit from each witness. **NOTE:** A claim of having filed the CE Form 1F for the current year does not satisfy the CE Form 1 filing requirement or excuse a late filing;
  - e. **LEFT PUBLIC POSITION BEFORE DECEMBER 31, 2020:** confirmation of your last date of office or employment by your former agency, showing the last date to be before December 31, 2020; or
  - f. **UNCLAIMED CERTIFIED MAIL:** if delinquency notice was addressed correctly but not received, you must explain why.
6. **YOUR RIGHT TO A HEARING:** You have the right to have your appeal heard by the Commission and to appear before the Commission at the hearing, but, to exercise this right, you must specifically request a hearing in your appeal. If you do not request a hearing, you will waive your right to a hearing, the Commission will determine the outcome of your appeal based upon the written record (including the documentation you provide and any documentation in your case file), and you will receive no further notice until after the Commission decides your appeal.

**FAILURE TO PAY FINE OR FILE APPEAL WITHIN 30 DAYS**

If you do not timely file an appeal or pay the assessed fine within 30 days of this Notice, a default order will be entered against you and the Commission will take the steps provided by law to collect the fine, including:

- Referral to the CFO of the Department of Financial Services, if you are a salaried state officer or employee, for withholding of a portion of your salary until the fine is satisfied; or
- Referral to your agency's governing body for withholding of a portion of your salary until the fine is satisfied;
- Referral to a collection agency, which can seek garnishment of your wages; and/or
- An additional civil penalty, not limited by this automatic fine, may be imposed if your disclosure statement is filed more than 60 days late and a complaint is filed against you pursuant to Section 112.324, Florida Statutes.

Please contact our office if you have any questions about this matter.

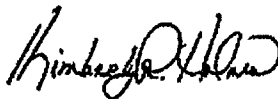
**CERTIFICATE OF MAILING**

I certify that a copy of the foregoing Notice of Assessment of Automatic Fine was furnished to:

**James G Nealis**



by Certified Mail on this Wednesday, September 27, 2023.



KIMBERLY R. HOLMES  
Program Administrator

Florida Commission on Ethics  
P. O. Drawer 15709  
Tallahassee, FL 32317-5709

-or-

Florida Commission on Ethics  
325 John Knox Road, Building E, Ste. 200  
Tallahassee, FL 32303

Tel.: (850) 488-7864

Fax: (850) 488-3077

Email: [disclosure@leg.state.fl.us](mailto:disclosure@leg.state.fl.us)

FOR OFFICE USE ONLY:

James G Nealis
Assistant State Attorney
State Attorney; 7Th Circuit
Employees



2 3 1 8 8 1

231881

C

Nealis James G

CHECK ONLY IF [ ] CANDIDATE OR [ ] NEW EMPLOYEE OR APPOINTEE

\*\*\*\* THIS SECTION MUST BE COMPLETED \*\*\*\*

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2020.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

[ ] COMPARATIVE (PERCENTAGE) THRESHOLDS OR [ ] DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

Table with 3 columns: NAME OF SOURCE OF INCOME, SOURCE'S ADDRESS, DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

PART B -- SECONDARY SOURCES OF INCOME [Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

Table with 4 columns: NAME OF BUSINESS ENTITY, NAME OF MAJOR SOURCES OF BUSINESS' INCOME, ADDRESS OF SOURCE, PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

Table with 1 column for reporting real property details

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.



STATE OF FLORIDA  
COMMISSION ON ETHICS  
PO DRAWER 15709  
TALLAHASSEE, FL 32317-5709



**RETURN RECEIPT (ELECTRONIC)**

**231881**

**JAMES G NEALIS**



<sup>37</sup>  
**URGENT - Open Immediately!**

CUT / FOLD HERE

Zone 2

8"X9" ENVELOPE  
CUT / FOLD HERE

CUT / FOLD HERE

## Mail Piece Details

 [Print this page](#)

### Recipient Address

JAMES G NEALIS  
[REDACTED]

**Record / Case Number:**  
231881

### Return Address

STATE OF FLORIDA  
COMMISSION ON ETHICS  
PO DRAWER 15709  
TALLAHASSEE, FL 32317-5709

**Entry Point ZIP:**  
32317

### Mail Piece Information

**Tracking Number:** [REDACTED]  
**Date Created:** 09/27/2023 04:00:03 PM  
**Mail Class:** USPS First Class Mail  
**Special Services:** Certified Mail  
Return Receipt Electronic  
**Memo:** --  
**Created By:** Kimberly Holmes - Commission on Ethics

### Signature Information

**Signed For By:** JAMES G NEALIS  
**Signature Status:** Available (Click Here)

*Having issues viewing the signature file?  
Make sure you are using the latest version of Adobe Acrobat Reader*

### Tracking Information

**Pre-Shipment Info Sent To Usps, Usps Awaiting Item,** September 27, 2023, 12:00:00 AM  
**Pre-Shipment Info Sent Usps Awaits Item,** September 27, 2023, 03:21:00 PM, TALLAHASSEE,FL 32317  
**Forwarded,** September 30, 2023, 12:06:00 PM  
**Forwarded,** October 02, 2023, 01:25:00 PM, [REDACTED]  
**Forwarded,** October 03, 2023, 02:07:00 PM, [REDACTED]  
**Return To Sender Processed,** October 07, 2023, 05:54:00 PM, [REDACTED]  
**Delivered To Original Sender,** October 16, 2023, 11:16:00 AM [REDACTED]



October 16, 2023

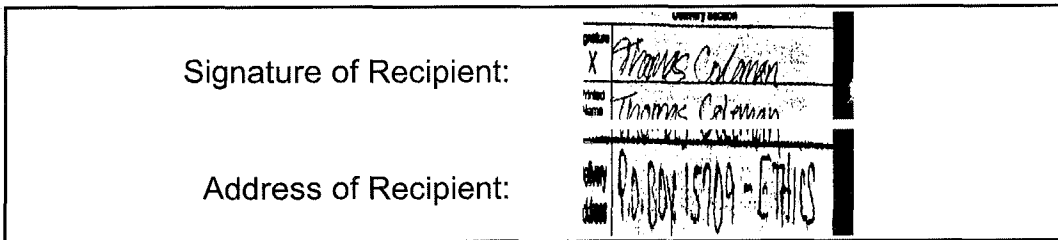
Dear MAIL MAIL:

The following is in response to your request for proof of delivery on your item with the tracking number:

**Item Details**

**Status:** Delivered, To Original Sender  
**Status Date / Time:** October 16, 2023, 11:16 am  
**Location:** TALLAHASSEE, FL 32317  
**Postal Product:** USPS Ground Advantage™  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
**Recipient Name:** JAMES G NEALIS

**Recipient Signature**



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Reference ID: [REDACTED]  
231881  
JAMES G NEALIS  
[REDACTED]

Luis M. Fusté  
*Chair*  
Tina Descovich  
*Vice Chair*  
Paul D. Bain  
Dr. James Bush, III  
Freddie Figgers  
Laird A. Lile  
Ashley Lukis  
Linda Stewart



State of Florida  
**COMMISSION ON ETHICS**  
P.O. Drawer 15709  
Tallahassee, Florida 32317-5709

325 John Knox Road  
Building E, Suite 200  
Tallahassee, Florida 32303

*"A Public Office is a Public Trust"*

Kerrie J. Stillman  
*Executive Director*  
  
Steven J. Zuilkowski  
*Deputy Executive Director/  
General Counsel*

(850) 488-7864 Phone  
(850) 488-3077 (FAX)  
www.ethics.state.fl.us

---

**FINAL NOTICE OF ASSESSMENT OF AUTOMATIC FINE FOR FAILURE TO  
TIMELY FILE FORM 1, STATEMENT OF FINANCIAL INTERESTS**

TO: James G Nealis IV **231881**  
State Attorney; 7Th Circuit  
Employees  
FROM: Kimberly R. Holmes, Program Administrator  
DATE: February 12, 2025

On September 27, 2023, we notified you that your Form 1, Statement of Financial Interests, for the year 2020 was not filed and that you therefore have been assessed the maximum fine, for a total fine of \$1500. At that time, you were advised that you had 30 days from the date that letter was transmitted in which to either pay the fine or to appeal the fine to the Commission on Ethics.

It has been more than 30 days since we sent you that letter, and you have neither paid the fine nor filed an appeal. By not responding, you have waived your right to appeal the assessed fine.

If you do not pay the assessed fine by March 17, 2025 (30 days from the date of this letter) or contact our office to make arrangements for payment of the fine, the Commission on Ethics will enter an order setting your fine at \$1500 and will utilize all methods allowed by law to collect this fine including referral to a collection agency which can seek to garnish your wages.

**Certificate of Mailing:**

I certify that a copy of the foregoing Final Notice of Assessment of Automatic Fine was furnished to:

Hon James G Nealis IV **231881**



By United States Mail on this Wednesday, February 12, 2025.

A handwritten signature in cursive script, appearing to read "Kimberly R. Holmes".

Kimberly R. Holmes  
Program Administrator

## Mail Piece Details



Print this page

### Recipient Address

JAMES G NEALIS

**Record / Case Number:**  
231881

### Return Address

STATE OF FLORIDA  
COMMISSION ON ETHICS  
PO DRAWER 15709  
TALLAHASSEE, FL 32317-5709

**Entry Point ZIP:**  
32317

### Mail Piece Information

**Tracking Number:** [REDACTED]  
**Date Created:** 07/29/2021 09:55:44 AM  
**Mail Class:** USPS First Class Mail  
**Special Services:** Certified Mail  
Return Receipt Electronic  
**Memo:** --  
**Created By:** Kimberly Holmes - Commission on Ethics

### Signature Information

**Signed For By:** D WESTBERRY  
**Signature Status:** Available (Click Here)

*Having issues viewing the signature file?  
Make sure you are using the latest version of Adobe Acrobat Reader*

### Tracking Information

Mailed, July 29, 2021, 09:55:44 AM, TALLAHASSEE,FL 32317  
Pre-Shipment Info Sent To Usps, Usps Awaiting Item, July 29, 2021, 12:00:00 AM  
Pre-Shipment Info Sent Usps Awaits Item, July 29, 2021, 09:17:00 AM, TALLAHASSEE,FL 32317  
Accepted At Usps Origin Facility, July 30, 2021, 10:21:00 PM, TALLAHASSEE,FL 32317  
Origin Acceptance, July 30, 2021, 10:21:00 PM, TALLAHASSEE,FL 32317  
Arrived At Usps Regional Facility, July 30, 2021, 11:36:00 PM  
Processed Through Usps Facility, July 30, 2021, 11:36:00 PM, TALLAHASSEE FL DISTRIBUTION CEN 32301  
Departed Usps Regional Facility, July 31, 2021, 01:57:00 AM  
Depart Usps Facility, July 31, 2021, 01:57:00 AM, TALLAHASSEE FL DISTRIBUTION CEN 32301  
Departed Usps Regional Facility, July 31, 2021, 10:20:00 PM  
Processed Through Usps Facility, July 31, 2021, 10:20:00 PM, TALLAHASSEE FL DISTRIBUTION CEN 32301  
Arrived At Usps Regional Facility, August 01, 2021, 08:49:00 AM  
Processed Through Usps Facility, August 01, 2021, 08:49:00 AM, [REDACTED] DISTRIBUTION CE 32203  
Depart Usps Facility, August 01, 2021, 10:49:00 AM, [REDACTED]  
Departed Usps Regional Facility, August 01, 2021, 07:44:00 PM  
Processed Through Usps Facility, August 01, 2021, 07:44:00 PM, [REDACTED]  
Departed Usps Regional Facility, August 02, 2021, 02:42:00 AM  
Processed Through Usps Facility, August 02, 2021, 02:42:00 AM, [REDACTED]  
Delivered, Front Desk/Reception/Mail Room, August 02, 2021, 01:59:00 PM, [REDACTED]  
Forward Expired, August 16, 2021, 02:25:00 PM, [REDACTED]  
Processed Through Usps Facility, August 20, 2021, 09:20:00 PM, [REDACTED]  
Processed Through Usps Facility, August 21, 2021, 12:57:00 PM, TALLAHASSEE FL DISTRIBUTION CEN 32301  
Processed Through Usps Facility, August 21, 2021, 06:19:00 PM, TALLAHASSEE FL DISTRIBUTION CEN 32301  
Delivered To Original Sender, August 23, 2021, 10:50:00 AM, TALLAHASSEE,FL 32317



August 23, 2021

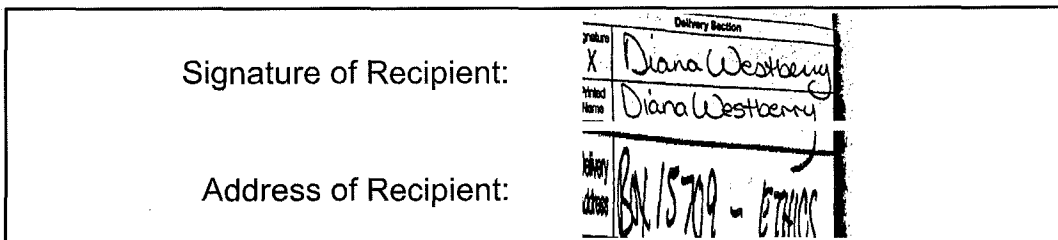
Dear MAIL MAIL:

The following is in response to your request for proof of delivery on your item with the tracking number:

**Item Details**

**Status:** Delivered, To Original Sender  
**Status Date / Time:** August 23, 2021, 10:50 am  
**Location:** TALLAHASSEE, FL 32317  
**Postal Product:** First-Class Mail®  
**Extra Services:** Certified Mail™  
Return Receipt Electronic  
**Recipient Name:** JAMES G NEALIS

**Recipient Signature**



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Reference ID: [REDACTED]  
231881  
JAMES G NEALIS  
[REDACTED]

**Form Year 2020 Filed Forms**

| FORM TYPE | DATE SUBMITTED | FORM SIGNED | FILED BY EMAIL? | UPDATED BY  | COMMENTS |
|-----------|----------------|-------------|-----------------|-------------|----------|
| Form 1    | 02/25/2025     | No          | Yes             | Emily Prine |          |

**Fine Year 2021 Fine Information**

| FINE BALANCE | STATUS | FINE DATE  | ORIGINAL FINE AMOUNT | ADJUSTED FINE AMOUNT | LAST PAYMENT DATE | PAYMENT PLAN START DATE | PAYMENT PLAN AMOUNT | TOTAL PAYMENT PLAN AMOUNT DUE |
|--------------|--------|------------|----------------------|----------------------|-------------------|-------------------------|---------------------|-------------------------------|
| \$1,500.00   | Appeal | 09/21/2023 | \$1,500.00           | \$1,500.00           |                   |                         |                     |                               |

Fine Address: [REDACTED]  
 Email: NealisJ@coj.net  
 Org/Suborg: State Attorney; 7Th Circuit - Employees

**Fine Year 2021 Appeal Information**



|                                     |                      |
|-------------------------------------|----------------------|
| <b>2021 FINE APPEAL - FD 21-092</b> | No Hearing Scheduled |
| <b>APPEAL STATUS</b>                | Active               |
| <b>APPEAL RECEIPT DATE</b>          | 03/04/2025           |
| <b>APPEAL TIMELY FILED</b>          | No                   |
| <b>PRINT APPEAL LETTER</b>          |                      |
| <b>HEARING REQUESTED</b>            | No                   |
| <b>APPEAL REASON</b>                | Lack of Notification |
| <b>APPEAL NOTES</b>                 |                      |
| <b>APPEAL NUMBER</b>                | FD 21-092            |
| <b>APPEAL ANALYST ASSIGNED</b>      |                      |
| <b>FINAL ORDER NUMBER</b>           |                      |
| <b>FINAL ORDER DATE</b>             |                      |

**Fine Year 2021 Payment Information**

| DATE POSTED                 | DESCRIPTION | AMOUNT      | METHOD | PAYMENT ID | COMMENT         |
|-----------------------------|-------------|-------------|--------|------------|-----------------|
| 09/21/2023                  | Fine Levied | +\$1,500.00 |        |            | Fined \$1500.00 |
| Current Balance: \$1,500.00 |             |             |        |            |                 |

**Fine Year 2021 Event Chronology**

| DATE       | TYPE                                | DESCRIPTION  | ADDRESS/EMAIL                  | REFERENCE  |
|------------|-------------------------------------|--|--------------------------------|--|
| 09/01/2021 | Filer<br>Communication:<br>Email    | From: Steverson, Kathryn<br>Sent: Wednesday, September 1,<br>2021 12:31 PM<br>To: 'nealisj@sao7.org'<br>Subjec |                                | admin system   |
| 09/08/2021 | Filer<br>Correspondence:<br>Letter  | Courtesy Notice of Fines Accruing -<br>Courtesy Notice of Fines Accruing                                       | [REDACTED]<br>nealisj@sao7.org | KimberlyHolmes<br><br>Journal:<br><u>Fine COE 2023-09-21-11:55</u>           |
| 09/21/2023 | Fine Levied                         | Fined \$1500.00  |                                | Journal:<br><u>Fine1st 2023-09-21-11:57</u>                                  |
| 09/21/2023 | Notice of<br>Assessed<br>Fine       | Initial Fine Notice  |                                | Correspondence<br>Queue: <u>2023-09-27 00:00:00</u>                          |
| 09/27/2023 | Filer<br>Correspondence:<br>Letter  | Notice of Assessed Fine - Filer 1st<br>Fine Letter   | [REDACTED]<br>nealisj@sao7.org | Correspondence<br>Sent: 2023-09-27 00:00:00.0000000                          |
| 10/16/2023 | Filer<br>Communication:<br>Other    | Certified Notice of Assessed Fine<br>returned by USPS as "not<br>deliverable."                                 |                                | Jeremy Pennington<br><br>Correspondence<br>Queue: <u>2025-02-12 00:00:00</u> |
| 02/12/2025 | Filer<br>Correspondence:<br>Letter  | Final Notice of Assessed Fine -<br>Second Fine Notice  | [REDACTED]<br>NealisJ@coj.net  | Correspondence<br>Sent: 2025-02-12 00:00:00.0000000                          |
| 02/12/2025 | Final Notice<br>of Assessed<br>Fine | 2nd Fine Notice  |                                | Journal:<br><u>Fine2nd 2025-02-12-02:01</u>                                  |
| 02/24/2025 | Filer<br>Communication:<br>Phone    | Returned call to Mr. Nealis regarding<br>fine for form year 2020. Mr. Nealis<br>advised that he was not a      |                                | Kimberly Holmes  |

|            |                                      |  |   |   |
|------------|--------------------------------------|--|---|---|
| 02/24/2025 | Filer<br>Communication:<br>Email     | From: Holmes, Kim<br>Sent: Monday, February 24, 2025<br>2:25 PM<br>To: NealisJ@coj.net<br>Subject: Appeal-Form |   | Kimberly Holmes   |
| 03/10/2025 | Filer<br>Correspondence:<br>Letter   | Fine Appeal - Fine Appeal  | <br>NealisJ@coj.net | Correspondence<br>Queue: <u>2025-03-10</u><br><u>00:00:00</u><br>Correspondence<br>Sent: 2025-03-10<br><u>00:00:00.0000000</u><br>Journal:<br><u>Appeal 2025-03</u> |
| 03/10/2025 | Fine Appeal                          | FD 21-092  |   |   |
| 03/11/2026 | Alternate<br>Fine Mailing<br>Address |  | <br>NealisJ@coj.net | Journal: <u>Fine Address</u><br><u>Changes 2026-03</u>  |

**Created Date:** 3/10/2025  
**Type:** Letter  
**Created By:** System  
**Description:** Fine Appeal - Fine Appeal

**Created Date:** 2/24/2025  
**Type:** Phone  
**Created By:** Kimberly R Holmes  
**Description:** Returned call to Mr. Nealis regarding fine for form year 2020. Mr. Nealis advised that he was not at the address notices were mailed. I advised him of the appeal process. He will appeal the fine as notices were not received.

**Created Date:** 2/24/2025  
**Type:** Email  
**Created By:** Kimberly R Holmes  
**Description:** From: Holmes, Kim Sent: Monday, February 24, 2025 2:25 PM To: NealisJ@coj.net Subject: Appeal-Form Year 2020 Importance: High Good afternoon, Mr. Nealis. Per our telephone conversation, attached is the appeal form for appealing the fine and the financial disclosure form for your completion. Appeal must be received no later than March 17, 2025. Upon completion, the appeal and financial disclosure form can be emailed as a pdf document to disclosure@leg.state.fl.us , mailed to the Florida Commission on Ethics, PO Drawer 15709, Tallahassee, FL 32317-5709, or fax to (850) 488-3077. If you have any questions or need further assistance, please do not hesitate to contact me. Sincerely, Kimberly R. Holmes Program Administrator Financial Disclosure Section Florida Commission on Ethics P.O. Drawer 15709 Tallahassee, FL 32317-5709 (850) 488-7864 (850) 488-3077 (Fax) ethics.state.fl.us

**Created Date:** 2/12/2025

**Type:** Letter  
**Created By:** System  
**Description:** Final Notice of Assessed Fine - Second Fine Notice

**Created Date:** 10/16/2023  
**Type:** Other  
**Created By:** Jeremy Clifton Pennington  
**Description:** Certified Notice of Assessed Fine returned by USPS as "not deliverable."

**Created Date:** 9/27/2023  
**Type:** Letter  
**Created By:** System  
**Description:** Notice of Assessed Fine - Filer 1st Fine Letter

**Created Date:** 9/8/2021  
**Type:** Letter  
**Created By:** System  
**Description:** Courtesy Notice of Fines Accruing - Courtesy Notice of Fines Accruing

**Created Date:** 9/1/2021  
**Type:** Email  
**Created By:** admin system  
**Description:** From: Steverson, Kathryn Sent: Wednesday, September 1, 2021 12:31 PM To: 'nealisj@sao7.org' Subject: Re: Urgent Reminder  
\*\*\*Action Required\*\*\* CE Form Good afternoon James Nealis, Our records indicate that we have not received your Form 1 for year 2020. I have attached a copy of the Form 1. Once you have completed your form, you can email it to CEForm1@leg.state.fl.us Earlier this year, you were notified of your obligation to file a CE Form 1, Statement of Financial Interests, for the year ending December 31, 2020. The grace period for filing this form will expire on September 1, 2021 at 5 p.m., and according to our records, you still have not filed your CE Form 1. Pursuant to State law, an automatic fine of \$25 per day for each day late (up to a maximum fine of \$1,500) will be assessed against you if your CE Form 1 is not received by September 1, 2021. Failure to file can result in removal from public office or employment. Please file your CE Form 1 immediately. Thank you, Kathryn Steverson Assistant to the Executive Director Florida Commission on Ethics P.O. Drawer 15709 Tallahassee, FL 32317-5709 (850) 488-7864 (850) 488-3077 (Fax) www.ethics.state.fl.us Physical address: 325 John Knox Road Building E, Suite 200 Tallahassee, FL 32303

**Created Date:** 8/23/2021  
**Type:** Other  
**Created By:** admin system  
**Description:** Certified returned insufficient address

**Created Date:** 8/19/2021  
**Type:** Postcard  
**Created By:** System  
**Description:** Courtesy Postcard Reminder - Courtesy Postcard Reminder

**Created Date:** 7/30/2021

**Type:** Letter

**Created By:** System

**Description:** Certified Letter Sent - Certified Letter Sent

**Created Date:** 5/26/2021

**Type:** Letter

**Created By:** System

**Description:** Form 1 Official List - Form 1 Official Filers List