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BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

COMMISSION ON ETHICS

CONFIDENTIAL

In re JENNIFER LIOTTA,

Respondent.

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Complaint No. 25-304

DETERMINATION OF INVESTIGATIVE JURISDICTION
AND ORDER TO INVESTIGATE

UPON REVIEW of this complaint, I find as follows:

1. This complaint, which includes an amendment, was filed by Courtney K. Pittman of St. John's County, Florida.

2. The Respondent, Jenniffer Liotta, serves as a Board Member of the St. John's County Airport Authority in St. John's County, Florida.

3. The complaint alleges that Respondent assumed office as a Board Member of the St. John's County Airport Authority (Airport Authority) on January 9, 2023. The complaint alleges Respondent had an employment relationship with a business entity known as Volato, Inc. (Volato) from August 2021 to September 5, 2024, during which time she served as Volato's General Counsel. The complaint alleges that since leaving employment with Volato as General Counsel, Respondent has maintained a contractual relationship with Volato by virtue of stock ownership and contracting with Volato for consulting services. The complaint alleges that Volato has been doing business with the Airport Authority since November 2021.

4. The complaint alleges that, after Respondent assumed office at the Airport Authority, Volato leased 21.1 acres of property directly from the Airport Authority from December

11, 2023 to August 19, 2024. The complaint also alleges that from January 2024 to the present, Volato was in direct privity with the Airport Authority as the lessee of a large hangar facility and shared office space (by authorized assignment from another Airport tenant, Modern Aero, LLC (Modern Aero), which is allegedly owned, controlled, and managed by Respondent). This indicates a possible violation of Section 112.313(7)(a), Florida Statutes.

5. The complaint alleges that Modern Aero has been doing business with the Airport Authority since April 2021, when it purchased a tenant of the Airport Authority (Jacksonville Aviation, Inc.). The complaint alleges that at this time, Jacksonville Aviation, Inc. (Jacksonville Aviation) held a lease with the Airport Authority for the Casa Cola Airport hangars, and, in October 2022, Modern Aero requested that the lease be transferred into the Modern Aero name. The complaint alleges that in August 2023, after Respondent assumed office at the Airport Authority, Respondent was the negotiating drafter of Modern Aero's requested lease for the Casa Cola Hangars at the Airport. The complaint alleges the lease was subsequently executed between the Airport Authority and Modern Aero in November 2023, with an effective date of September 1, 2023. This indicates a possible violation of Section 112.313(7)(a), Florida Statutes.

6. The complaint alleges that, while on the Airport Authority Board, on August 11, 2023, Respondent asked the then-Executive Director of the Airport Authority to have the Airport Authority undertake improvements to the Casa Cola Hangar Facility- which her company, Modern Aero, was using through its ownership of Jacksonville Aviation. The complaint alleges that in September 2023, Respondent asked the then-Executive Director to pay Modern Aero \$63,178.00 and characterize it as the "settlement of a claim." The complaint alleges that when Counsel for the Airport Authority became aware of the discussions, it directed the then-Executive Director to terminate the discussions in writing. The complaint alleges that shortly thereafter, Respondent and

the then-Executive Director entered into an undisclosed arrangement whereby Respondent's company would cease making rental payments for three T-hangars that it was using at the Airport, and these non-payments were characterized as "credits" for business expenses Respondent's company had made at the Casa Cola Hangar Facility. The complaint alleges that the "credit" arrangement permitted monetary benefits to be conferred to Respondent and Modern Aero without any transactions being recorded in the Airport Authority's operating accounts. This indicates a possible violation of Section 112.313(6), Florida Statutes, and Article II, Section 8(h)(2), Florida Constitution.

7. The complaint alleges that in December 2023, pursuant to the "credit" arrangement, Respondent's company ceased making payments for the Airport Authority T-hangars it was using. The complaint alleges that at the next Board meeting (January 8, 2024), without disclosure of the then-Executive Director's improper authorization of Modern Aero's use of Airport Authority T-Hangars without paying for them, Respondent voted to give the then-Executive Director a contract extension and to promote him from "Interim Executive Director" to "Executive Director." This indicates a possible violation of Section 112.313(4), Florida Statutes, 112.313(6), Florida Statutes, and Article II, Section 8(h)(2), Florida Constitution.

8. The complaint alleges Respondent's company appealed, to the Airport Authority Board, a compliance enforcement action brought by Complainant involving Modern Aero's alleged appropriation of T-Hangar use opportunities from persons on the waiting list, and Modern Aero's alleged commercialization of the Airport Authority's T-Hangars. The complaint alleges that during this appeal, Respondent's attorney indicated Respondent was planning litigation against the Airport Authority. The complaint alleges that On March 22, 2025, Respondent then sent email messages to senior staff members of the Airport Authority offering to pay the legal costs of any employee

who would come forward and make allegations about the Airport Authority's Interim Executive Director, in an effort to seek evidence to support her planned litigation against the Airport Authority. This indicates a possible violation of Section 112.313(6), Florida Statutes, and Article II, Section 8(h)(2), Florida Constitution.

WHEREFORE staff of the Commission on Ethics shall conduct a preliminary investigation of this complaint for a probable cause determination of whether Respondent has violated Sections 112.313(4), 112.313(6), and 112.313(7)(a), Florida Statutes, and Article II, Section 8(h)(2), Florida Constitution, as set forth above.¹

November 21, 2025
Date

Kerrie J. Stillman
Kerrie J. Stillman
Executive Director

KJS/aln

¹ This complaint appears to be made based on Complainant's personal knowledge, as Complainant states she has obtained personal knowledge of these alleged facts in her role as the Interim Executive Director of the Airport Authority. In addition, to support the allegation, Complainant points to personal statements and communications made by Respondent. Although hearsay, these statements and communications would likely be admissible under the "Admissions" hearsay exception found in Section 90.803(18), Florida Statutes. Complainant also points to multiple SEC and other Corporate filings made by Volato and Modern Aero. Although hearsay, these documents would likely be admissible under the "Records of Regularly Conducted Business Activity" hearsay exception found in Section 90.803(6), Florida Statutes. Complainant also cites to Airport Authority lease agreements. Although hearsay, these would likely be admissible under the "Public Records and Reports" hearsay exception found in Section 90.803(8), Florida Statutes. Complainant also references sworn statements made pursuant to a criminal investigation of Airport Authority Board Members conducted by the State Attorney's Office for the Seventh Judicial Circuit of Florida. Although hearsay, these statements would likely be admissible under the "Former Testimony" hearsay exception found in Section 90.803(22), Florida Statutes. Finally, to the extent Complainant points to actions Respondent allegedly undertook at public Airport Authority Board meetings, it appears Complainant has personal knowledge of these alleged acts.