



Florida Commission on Ethics
P.O. Drawer 15709, Tallahassee, Florida 32317-5709
"A Public Office is a Public Trust"

FLORIDA
COMMISSION ON ETHICS

OCT 23 2025

COMPLAINT

25-304

RECEIVED
ORIGINAL

1. PERSON BRINGING COMPLAINT:

Name: Courtney K. Pittman Telephone: 904-423-6141
Address: 156 Trumpco Drive
City: _____ County: St Johns State: FL ZIP: 32092

2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:

Use a separate complaint form for each person against whom you are filing a complaint.

Name: Jennifer Liotta Telephone: 404 925-6772
Address: 4640 Palm Valley Rd
City: Ponte Vedre County: St Johns State: FL ZIP: 32082
Title of office or position held or sought: Board Member Group 3 for St. Johns County Airport Authority

3. STATEMENT OF FACTS:

Please provide a full explanation of your complaint, describing the facts and the actions of the person named above and why you believe he or she violated the law, and include a statement of how you became aware of these facts. Include relevant dates and the names and addresses of people whom you believe may be witnesses. Please do not submit more than 15 pages, including this form. Please do not submit video or audio tapes, CD, DVDs, flash drives, or other electronic media; such material will not be considered part of the complaint and will be returned.

4. OATH:

I, the person bringing this complaint, do swear or affirm that the facts set forth in the foregoing complaint and attachments thereto are true and correct to the best of my knowledge and belief.

STATE OF Florida
COUNTY OF St Johns

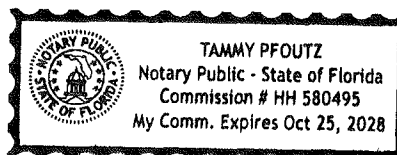
Sworn to (or affirmed) and subscribed before me by
means of ☒ physical presence or ☐ online notarization,
this 15 day of October, 20 25,
by Courtney Pittman
(name of person making statement)

C. Pittman
SIGNATURE OF COMPLAINANT

Tammy Pfoutz
(Signature of Notary Public)

Tammy Pfoutz
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____





Florida Commission on Ethics
P.O. Drawer 15709, Tallahassee, Florida 32317-5709
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CE FORM 50
ETHICS COMPLAINT FORM AND INSTRUCTIONS

Use this form to file an ethics complaint or to file an amendment to an ethics complaint. An ethics investigation can only be initiated by a properly filed complaint, including a statement of facts alleging a possible violation of the ethics laws. Noncompliant or incomplete forms will be returned.

PLEASE NOTE: The Florida Commission on Ethics cannot intervene in your civil or criminal case, nor can we give you legal advice. We do not have jurisdiction to consider complaints against judges or to direct the actions of government agencies. We have no jurisdiction over violations of the Sunshine Law or the Open Meetings Law.

SECTION ONE—Person Bringing Complaint: The person bringing the complaint is known as "the Complainant." Please provide your name, address, and telephone number.

SECTION TWO—Person Against Whom Complaint is Brought: The person against whom the complaint is brought is known as "the Respondent." Provide the name, address, and telephone number of the Respondent, as well as that person's office or the position he or she holds or held, or for which he or she is a candidate. All complaints are confidential and considered independently, so if you are filing a complaint against more than one person, use a separate complaint form for each person.

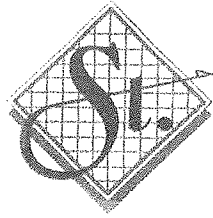
SECTION THREE—Statement of Facts: On a separate sheet(s) of paper, please provide the following:

- Please explain fully, but as briefly as possible, what the Respondent did that you believe violated the ethics laws of the State of Florida.
- **Please explain how you became aware of these facts** because the Commission may only investigate complaints based on personal knowledge or information other than hearsay.
- Please limit your submission to **15 pages or fewer**, and do not submit voluminous exhibits or copies of statutes; if your complaint is deemed legally sufficient, it will be investigated and at that point, the investigator will obtain any relevant materials from you.
- **Do not submit items such as oversize documents, audio or video tapes, CDs or DVDs, or flash drives.** This will result in your complaint being returned. Also, Commission staff will not visit any URLs provided in your statement of facts.
- All complaints are confidential until a certain point in the proceedings. Do not cross-reference the filing of an ethics complaint against another person in your statement of facts.

SECTION FOUR—Oath: Complaints must be sworn before a notary or other official authorized to administer oaths. Unsworn complaints will be returned.

WHERE TO FILE THE COMPLAINT: The original complaint form (original signature and notarization) must be mailed or delivered to the Commission of Ethics at the address on the complaint form. Photocopies or emailed forms cannot be accepted. The Commission address is: P. O. Box 15709, Tallahassee, Florida 32317-5709.

COMPLAINT PROCESS: For more information about the complaint process, please visit:
<https://ethics.state.fl.us/Complaints/Complaints.aspx>



ST JOHNS COUNTY AIRPORT AUTHORITY

October 15, 2025

STATEMENT OF FACTS

My name is Courtney K. Pittman. I am the Interim Executive Director of the St. Johns County Airport Authority ("Airport Authority"). The Airport Authority is a political subdivision of the State of Florida, a special district established by Chapter 2002-347, Laws of Florida (as amended by Laws of Florida 2021-246 and 2025-224).

This Complaint involves one of five Board Members elected to serve on the Board of Directors of the Airport Authority: Mrs. Jennifer Liotta. Mrs. Liotta was elected to the Board Seat for Group 3 on November 8, 2022, and was sworn into office on January 9, 2023.

I have obtained personal knowledge of these facts in my role as the Interim Executive Director of St. Johns County Airport Authority. Pursuant to the instructions provided by Complaint Form CE 50, I am not providing the documentary evidence that corroborates my statements. There are, however, citations provided should you request such information to be provided in the future.

I believe Mrs. Liotta's status as both a Board Member of the St. Johns County Airport Authority and her concurrent status as the owner, manager, and employee of major commercial tenants doing business with the Airport Authority appears to be a violation of Florida Statute Section 112.313(7). Mrs. Liotta does not appear to me to have been statutorily eligible to assume the office of Board Member of the St. Johns County Airport Authority.

Mrs. Liotta, through the business companies she owns, manages, or is employed by, has been doing business with the Airport Authority since before her term began. Through the companies she owns, manages, or is employed by, Mrs. Liotta continues to do business with the Airport Authority. I have a good faith basis to believe that Mrs. Liotta's conduct and actions as a Board Member have been substantially impacted by her conflicts of interest, and that her affected conduct and actions as a Board Member have visited substantial harm and institutional risk to the Airport Authority.

I. Scope

I request that Florida Commission on Ethics consider the applicability of Florida Statute Section 112.313(7):



(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) **No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.**

Fla. Stat. 112.313(7).

Being a shareholder of a business entity doing business with the Airport Authority constitutes a prohibited “contractual relationship” for the purposes of Florida Statute 112.313(7). *See, Florida Ethics Commission Opinions CEO 79-16 and CEO 80-25.* There is no disputed issue of fact that prior to the beginning of her term, and continuing through the present, Mrs. Liotta has had such a prohibited contractual relationship with business entities doing business with the Airport Authority:

[Mrs. Liotta:] “I remain a shareholder in Volato, a private aviation company that conducts business at this airport. However, I am no longer employed by Volato. I have transitioned to a new role as general counsel for a company in the health care industry which is unrelated to aviation. Additionally, I continue to have ownership in Modern Aero, another business operating on the airfield. My affiliation with Modern Aero has been a matter of public record since prior to my joining the board.”

Transcript of Regular Meeting of the St. Johns County Airport Authority, November 18, 2024, at pg. 39. These business entities include Modern Aero, LLC (*hereinafter*, “Modern Aero”) and Volato, Inc. (*hereinafter*, “Volato”).

Please consider in your analysis the applicability of Florida Ethics Commission Opinions CEO 79-16 and CEO 80-25. Florida Ethics Commission Opinion CEO 79-16 has provided long-standing guidance on the applicability of the statute that governs Mrs. Liotta, and what constitutes a “contractual relationship” with a business entity. **Being the shareholder or owner of a business entity is, for the purposes of the statute, the same as having a contractual relationship with the business entity.** In CEO 79-16 the Florida Ethics Commission held:



The basic facts of this situation have been set forth in CEO's 78-10 and 78-93. In CEO 78-93, we revoked CEO 78-10 and advised that a police officer may not own and operate as a proprietorship a pawnshop that is regulated by his law enforcement agency. [The police officer] now questions **whether or not a conflict of interest would exist if he were to incorporate his pawnshop business, with him owning shares in the corporation but taking no part in its management or operation**. Further, [the police officer] wishes to know, if he would not be allowed to own 100 percent of the shares of such a corporation, what percentage of the shares he could own without a conflict existing.

The Code of Ethics for Public Officers and Employees provides in relevant part:

CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP. -- No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or an employee [Section 112.313(7)(a), F. S. 1977.]

This provision prohibits a public officer or employee from having employment or a contractual relationship with a business entity which is subject to the regulation of his agency. In CEO's 78-10 and 78-93, we determined that pawnshops located in the City of Jacksonville are subject to the regulation of the Jacksonville Sheriff's Office, which employs the subject police officer. Therefore, the remaining question is whether the ownership of shares of stock in such an enterprise constitutes employment by, or a contractual relationship with, that business.

A corporate charter constitutes a contract between the corporation and its stockholders. *Douglass v. State Bank of Orlando*, 82 So. 593 (Fla. 1919). See also *7 Fla. Jur. Corporations s. 24*, and *18 Am. Jur.2d Corporations ss. 84 and 85*, and cases cited therein. **"The relations between a corporation and its stockholders is contractual."** *18 Am. Jur.2d Corporations s. 463*.

As the relationship between a shareholder and a corporation is contractual, **the subject police officer would have a contractual relationship with any corporation in which he owned stock**. Accordingly, we find that **a prohibited conflict of interest would be created were the subject police officer to own shares of stock in a corporation** which is a licensed pawn outlet subject to the regulation of his law enforcement agency.

Florida Ethics Commission Opinion CEO 79-16 (1979).





In CEO 80-25 the Florida Ethics Commission considered the meaning of "contractual relationship" where there was an additional layer of corporate parent-subsidary in between the public officer and a business entity doing business with the public officer's agency. In CEO 80-25 the Florida Ethics Commission held:

We previously have advised that the ownership of stock in a corporation constitutes a contractual relationship with that corporation. See CEO 79-16. Clearly, the promoter corporation would be "doing business with" the county by virtue of any contract with the county for the use of the county arena. This leaves the question of whether the subject commissioner has a contractual relationship with the promoter corporation; in our opinion he does have such a relationship, by virtue of his ownership interest in the parent company which serves merely as a holding company over the wholly owned subsidiary.

...

We hasten to point out that we have seen no indication that the corporations involved here have been created in order to cover any fraud or injustice. However, in the context of conflict of interest laws, we also observe that it would appear to be no less of a conflict of interest for a public officer or employee to own an interest in and be an officer of a parent holding company than for him to own and be an officer of a wholly owned subsidiary. Thus, if we were to observe the strict, legal formalities of the corporate form, a public officer or employee could circumvent the Code of Ethics in order to own a corporation doing business with or subject to the regulation of his agency merely by adding a holding company to insulate him from the Code of Ethics. We have no reason to believe that the subject commissioner has intended to circumvent the Code of Ethics; however, as a matter of precedent, we cannot allow the corporate form to thwart the intent and effectiveness of the Code of Ethics.

...

Accordingly, we find that a prohibited conflict of interest would be created were the subject county commissioner to be an officer or a stockholder of a holding company, when a wholly owned subsidiary of that company acts as a promoter to contract with the county to book shows into an arena owned and operated by the county.

Florida Ethics Commission Opinion CEO 80-25 (1980).

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I. BACKGROUND FACTS

A. Mrs. Liotta's ownership interest in, and concurrent employment with, Volato while serving as an Airport Authority Board Member

Summary: Florida Statute Section 112.313(7) provides: “*No public officer or employee of an agency shall have or hold **any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer***”

Volato has been doing business with the St. Johns County Airport Authority (*hereinafter*, “Airport Authority”) continuously since November 10, 2021. *See, Attachments A, B, and C.* All of the business transactions have been material.

Mrs. Liotta's employment by Volato, Inc. began in August of 2021, prior to the beginning of her term. While her title as General Counsel of Volato appears to have ended on September 5, 2024,¹ filings with the Securities and Exchange Commission as recently as May 29, 2025 suggest Mrs. Liotta continues to have at least a contractual status for “consulting services” with Volato.² Mrs. Liotta has herself submitted SEC filings on behalf of Volato, Inc. as recently as December 31, 2024, which is consistent with a continuing contractual status after her formal role as General Counsel ended.³

In addition to her employment by Volato, Mrs. Liotta is a significant shareholder of Volato. Mrs. Liotta is the co-owner and sole Manager of a family holding company, Argand Group, llc. Argand Group owns significant percentages of Volato shares, and Mrs. Liotta owns shares individually. Mrs. Liotta also owns Performance Based Restricted Stock Units (“RSU's”) that convert to common stock shares as she provides consulting services to Volato. *See Attachments D and E.* By virtue of her concurrent ownership and employment with Volato, Mrs. Liotta does not appear to have ever been eligible to assume the term to which she was elected.

¹ See Attachment D, Excerpts of Volato 10K for 2024 (Amended).

² See Attachment E, Note 3, May 2025 Insider Trading Disclosure. Mrs. Liotta's RSU's that vest upon Ms. Liotta providing consulting services.

³ See Attachment F, December 31, 2024 Volato SEC filing by Liotta, J.



Background: Volato, Inc.'s operations on the Airport began November of 2021 when Volato and the Airport Authority executed an Operating Agreement. *See, Attachment A.* The Operating Agreement governs Volato as the provider of commercial aeronautical services on the Airport for FAR Part 135 Air Taxi and Charter Services. Beginning in 2022, Volato also began sub-leasing space from another Airport tenant owned, controlled and managed by Mrs. Liotta: Modern Aero, LLC (*hereinafter*, "Modern Aero"). Volato and Modern Aero co-mingled hangar space, employees, and flight instruction operations at the Airport:

Hangar Sublease and Personnel Services

Volato leased hangar and office space from Modern Aero, LLC ("Modern Aero"), a Florida limited liability company that operates a flight school at the Northeast Florida Regional Airport in St. Augustine, Florida. Matthew and Jennifer Liotta hold a majority interest in Modern Aero. Volato paid \$3,800 per month in rent under a month-to-month lease arrangement. This relationship has been terminated as of July 31, 2023.

During 2022 and until July 31, 2023, Volato provided payroll and benefits for several Modern Aero flight instructors and maintenance personnel, for which Modern Aero agreed to reimburse Volato at cost. In January 2024, Volato waived reimbursement of these costs in exchange for the assignment of the hangar lease.

See, Attachment D, Volato 10K/A filed April 30, 2025 (Excerpt) at 4.

Additionally, between December 11, 2023 and August 19, 2024 – a time period when Mrs. Liotta served as its General Counsel – Volato was in direct privity with the Airport Authority as the lessee of a 21.1 acre lease of property on the east side of the Airport's main runway. *See Attachment B.* The lease was substantial and highly material to the Airport Authority. The lease was a contract with the Airport Authority to create and operate the Airport's second Fixed Base Operator facility with fuel sales. The lease ended after Volato, Inc. failed to execute its obligations under the lease and agreed to a mutual rescission in lieu of a declaratory action by the Airport Authority for breach of the lease agreement. *See, Attachments H and I.*

Additionally, between January, 2024 and the present – also a time period of Mrs. Liotta's Volato employment – Volato has been in direct privity with the Airport Authority as the lessee (by authorized assignment from Modern Aero) of a large hangar facility consisting of Hangars A, B, and shared office space C located at 4738 Casa Cola Way (the "Casa Cola Hangars"). *See, Attachment C.*

Conclusion: Volato has been doing business with the Airport Authority continuously since November 10, 2021. The business activities are material to the Airport Authority. During this period Mrs. Liotta has either been employed by Volato, a major stockholder of Volato, or both. Mrs. Liotta's entire service as an elected Board Member of the Airport Authority appears to have been precluded by the operation of Florida Statute Section 112.313(7).



- B. Mrs. Liotta's concurrent ownership and management of Modern Aero, LLC while serving as an Airport Authority Board Member. Self-dealing while serving as an Airport Authority Board Member.

Summary: Mrs. Liotta owns and manages Modern Aero, LLC, a Florida limited liability company that came into existence on February 19, 2021. Modern Aero has been doing business with the Airport Authority since April of 2021 when it purchased and re-branded a major tenant of the Airport Authority: Jacksonville Aviation, Inc.

Modern Aero has a single authorized member entity (Argand Group, LLC) and Mrs. Liotta is the sole Manager of Argand Group. Mrs. Liotta either owns or co-owns Argand Group with Mr. Liotta. Through her ownership of Argand Group and her position as the sole Manager of Argand Group, Mrs. Liotta personally exercises ultimate governance oversight of Modern Aero. *See, Attachment K (Modern Aero Corporate filing with Argand Group, LLC as the Authorized Member); See, Attachment G (Argand Group, LLC Corporate filing with Mrs. Liotta as Manager of Argand Group); See, Attachment L (Campaign Financial Disclosure 2021 showing Mrs. Liotta's ownership interests in Argand Group, LLC).*

In April of 2021, Modern Aero purchased a tenant of the Airport Authority: Jacksonville Aviation, Inc. (Florida Secretary of State No. P08000101202, and doing business as Premier Aviation.) Mrs. Liotta then served as the President of Jacksonville Aviation, Inc, which held the leasehold for Airport Authority Hangars A, B, and shared office space C located at 4738 Casa Cola Way (the "Casa Cola Hangars"). Mrs. Liotta re-branded Jacksonville Aviation (the subsidiary company) as Modern Aero (the parent company.)

On October 11, 2022, while Mrs. Liotta was the President of Jacksonville Aviation, and two months prior to the county-wide election of Mrs. Liotta's Board seat, Modern Aero made a request for Jacksonville Aviation's lease of the Casa Cola Hangars to be transferred to Modern Aero:



Modern Aero Application for Lease

September 19, 2022

Preface:

Jacksonville Aviation Corp. dba Premier Aviation was purchased in April of 2021 by Modern Aero LLC with the intent to continue the aircraft maintenance services on their own owned and managed aircraft. Within a few months Modern Aero decided to also offer flight training services, aircraft management services and aircraft renting services. Our request is to transfer the existing lease with Jacksonville Aviation for hangars A, B and shared office space C at 4738 Casa Cola Way into the Modern Aero, LLC name.

• • •

Applicant Contact information:

Modern Aero LLC is the applicant and is a Florida Limited Liability Corporation owned and operated by a partnership of the following principals;

Mathew Liotta
2220 County Road 210 W.
Suite 108, PMB 132
Jacksonville, FL 32259
(404) 925-6725
matt.liotta@modern.aero

Jennifer Liotta
2220 County Road 210 W.
Suite 108, PMB 132
Jacksonville, FL 32259
(904) 539-7404
jennifer.liotta@modern.aero

Jim Lawson
130 S End ST
St. Augustine, FL 32095
(904) 826-5005
jim.lawson@modern.aero

Contact Information of Owners:

Same as above

As a sitting Board Member of the Airport Authority, Mrs. Liotta has continued in the active management of Modern Aero. In August of 2023, and as a sitting Board Member of the Airport Authority, Mrs. Liotta was the negotiating drafter of Modern Aero's requested lease for the Casa Cola Hangars. *See, Attachment O – Excerpt of Exemplar Red Line Edits to Draft Modern Aero*



Lease. The lease was subsequently executed between the Airport Authority and Modern Aero, LLC in November of 2023, with an effective date of September 1, 2023. *See Attachment J.*

While serving as a sitting Airport Authority Board Member, Mrs. Liotta and then-Executive Director Jaime Topp talked “a lot” about Mrs. Liotta’s business on the Airport. On or about August 11, 2023, Mrs. Liotta directed Mr. Topp to have the Airport Authority undertake improvements to the Casa Cola hangar facility that Mrs. Liotta’s company – Modern Aero – was using through its ownership of Jacksonville Aviation. *See, SAO7 Investigation⁴ Sworn Testimony of Jaime Topp, May 13, 2025, at time 50:00.* Mrs. Liotta never made any disclosures concerning her discussions with Executive Director Topp about the Airport Authority making expenditures for improvements to her business leasehold at the Airport.

Sometime in September of 2023, Mrs. Liotta’s company approached Mr. Topp with a proposal for the Airport Authority to make a lump sum payment to Modern Aero in the amount of \$63,178.00. The payment was to be characterized as the “settlement of a claim.” Discussions about the payment continued between Mr. Topp and Mrs. Liotta’s company into October of 2023. Counsel for the Airport Authority became aware of the discussions and directed Mr. Topp to terminate any such discussions in writing. *See, Attachment N.* Mrs. Liotta never made any disclosures concerning her company’s demand for monies to be paid to it by the Airport Authority.

Shortly thereafter, and without notifying the Airport Authority’s Counsel or memorializing it with a writing, Mrs. Liotta’s company and Mr. Topp entered into an undisclosed arrangement whereby Mrs. Liotta’s company would cease making rental payments for three T-Hangars that Modern Aero was using at the Airport. The non-payments were characterized as “credits” for one-half of certain business expenses Mrs. Liotta’s company had made at the Casa Cola hangar facility – believed to be the same interior improvements she directed Mr. Topp to make on or about August 11, 2023.

The Airport Authority had no contractual obligation to make these improvements or other claimed expenses, which included items such as Modern Aero’s pest control services, interior lighting, and refurbished flooring inside the leasehold’s office spaces. *See Attachment P.* Further, any obligation for any such “credits” was expressly contradicted by the operative Lease Agreement executed between Modern Aero and the Airport Authority on November 29, 2023:

No promise of Landlord to alter, remodel, repair or improve the Hangar or the Common Areas or Airport and no representation, express or implied, respecting any matter or thing relating to the

⁴ All references to “SAO7 Investigation” refer to a criminal investigation of Airport Authority Board Members conducted by the State Attorney’s Office for the Seventh Judicial Circuit of Florida in the Spring and Summer of 2025. Information from the investigation has been conditionally shared with the Airport Authority.



Hangar or this Lease (including, without limitation, the condition of the Hangar) have been made to Tenant by Landlord or its Broker or Sales Agent, if any, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

See Lease Agreement Modern Aero and Airport Authority, Attachment J, at Para 11(a). This is the same lease agreement that Mrs. Liotta participated in as the negotiating drafter on behalf of Modern Aero in August of 2023.

This arrangement simply became an ongoing Airport Authority subsidy of Modern Aero's own operational costs. No other business entity operating on the Airport, and specifically no other commercial competitor of Modern Aero operating on the Airport, received any such benefit.

In December of 2023, and pursuant to the arrangement, Mrs. Liotta's company – Modern Aero – ceased making payments for the Airport Authority T-Hangars it was using. At the next Board meeting (January 8, 2024), and without any disclosure of Mr. Topp's recent and improper authorization of Modern Aero's use of Airport Authority T-Hangars without paying for them, Mrs. Liotta voted to give Mr. Topp a contract extension and to promote him from "Interim Executive Director" to "Executive Director."

MR. TOPP: What about the interim?

MS. LIOTTA: Well, I think -- I had a conversation with Mr. Topp in the last couple of days and he did express to me that there was a preference for having the agreement also amended in a very small way to make it a contract for the title to be executive director instead of interim. And I could appreciate with working third parties if he is representing the interest of the airport it's a little bit of an asterisk by his name. So it might make it a little harder for him to represent the interest of the airport as full authority.

See, SJCAA Board Meeting Transcript, January 8, 2024, at 49-50. In April of 2025 the SAO7 investigation determined that there had been aircraft use transactions between Mr. Topp and Modern Aero with a monetary value of approximately \$98,000. *See, SAO7 Investigation Sworn Testimony of Jennifer and Matt Liotta, April 14, 2025, at time 26:00.*

Even after the amount of hangar use "credits" exceeded their characterized purpose, Mrs. Liotta's company still did not resume making monthly lease payments for the three T-Hangars.

Soon after I became Interim Executive Director, Airport Authority employees in the accounting department approached me about the "credits" Mr. Topp had directed them to apply to the accounts for the T-Hangars being used by Mrs. Liotta's company, Modern Aero. The accounting department employees expressed their concerns that the "credits" were being used to



confer a monetary benefit directly to Mrs. Liotta's company. The arrangement permitted monetary benefits to be conferred without any transactions being recorded in the Airport Authority's operating accounts. The accounting department employees believed this arrangement violated State of Florida Accounting Standards for public entities and were being made for an improper purpose.

Notably, at this time Mrs. Liotta's company, Modern Aero, no longer even leased the Casa Cola hangar, having assigned away the Casa Cola lease in January of 2024 to the Liotta's other company, Volato, where Mrs. Liotta was then serving as General Counsel. At the time, Volato was also leasing 21.1 acres of land from the Airport Authority for its development on the East Side of the Airport. The improvements made to the interior portions of Modern Aero's leasehold in the Casa Cola hangar would have increased the value of the lease assignment and provided a material financial benefit to the owner of Modern Aero. Mrs. Liotta has never made any disclosure concerning the monetary benefit she received from this arrangement.

After being informed by accounting department personnel that Mrs. Liotta's company (Modern Aero) was not paying for the T-Hangars that it was using, I notified the Airport Authority's counsel and I made a decision to address the situation. Only after the threat of eviction did Mrs. Liotta's company resume making rental payments for the T-Hangars it was using. *See, Attachment Q, Notice of Default for Non-Payment to Modern Aero.*

Refusing to make payments for the T-Hangars that Mrs. Liotta's company was using raised two obvious questions for the Airport Authority: 1) If Modern Aero did not come into existence until 2021, and persons on the current waiting list for a T-Hangar had been on the list since 2018, how did Modern Aero come into possession and use of three T-Hangars?; and 2) if tenants may not monetize T-Hangars for commercial use, what was Modern Aero using the T-Hangars for? Having assigned its Casa Cola Hangar lease to Volato in January of 2024, Modern Aero no longer held any operating agreement with the Airport Authority that would permit it to provide commercial aeronautical services on the Airport.

As part of the resulting investigation, it became known to me that Modern Aero or Volato was sub-leasing space from the Airport Authority's Fixed Base Operator, Atlantic Aviation and Modern Aero was continuing to provide commercial aeronautical services on the Airport without an Operating Agreement. On September 24, 2024, I provided Mrs. Liotta's company with an opportunity to convey the information necessary to prepare an Operating Agreement. Only after the threat of termination did Mrs. Liotta's company comply with the Airport Authority's requests to become compliant. See Attachments R and S.

Further investigation into how Mrs. Liotta's company had come into possession and use of three T-Hangars since 2021 disclosed a deliberate pattern by Modern Aero of wrongful appropriation of T-Hangar use opportunities from private persons on the T-Hangar waiting list. This included the submission of materially false information to the Airport Authority as part of the



wrongful appropriation of T-Hangar use opportunities from persons on the T-Hangar waiting list. These findings are summarized in my show cause correspondence of November 13, 2024. *See Attachment T.* That correspondence requested Mrs. Liotta's company to make a written explanation of how it had come into possession of the T-Hangars and the identification of the aircraft it had stored there. Mrs. Liotta's company has refused to provide any such written explanation.

On December 9, 2024, while the show cause correspondence to Mrs. Liotta's company was still pending, there came before the Airport Authority Board a staff initiative to promulgate written policy guidance concerning the development of the east side of the Airport, where Modern Aero's current hangars are situated. Mrs. Liotta argued against it and cast the deciding vote in opposition to the policy:

3 So the airport has no current intent to take
4 any adverse action against Modern Aero's land
5 lease.
6 MR. PITTMAN: No.
7 MS. LIOTTA: Okay. So I don't think, then,
8 that I would have a conflict in this matter and so
9 I would be able to vote, and so I vote no.
10 CHAIRMAN LUBLOW: Chad and --
11 MR. BLOCKER: Well, so this point with a
12 divided vote, so the motion fails. Correct. So
13 because you have a two in favor, two so it
14 would -- the motion fails.

December 9, 2024 Board Meeting transcript at 22-23, 79. Immediately after Mrs. Liotta cast the deciding vote in opposition to the proposed Airport policy, Mr. Liotta sent a taunting text message to the Airport Authority's Aviation Counsel indicating that Mrs. Liotta's vote was made in retaliation to the compliance proceedings then pending against their company: "Play stupid games, win stupid prizes."

In addition to being the Manager of Argand Group, llc (Modern Aero's sole authorized member entity,) Mrs. Liotta has continued in the operation and management of Modern Aero. On April 15, 2025, and as part of the SAO7 Investigation, Marc Ginter, the managing officer of Modern Aero testified:



“Investigator: Did you, in your capacity with Modern Aero ever have much interaction with any of the Board Members?”

Mr. Ginter: Well, so, obviously with Jennifer Liotta.

Investigator: Okay.

Mr. Ginter: I mean she’s part of Modern Aero, so in that capacity, yes.

See SAO7 Sworn Testimony of Marc Ginter, April 15, 2025, at time 22:45.

C. Mrs. Liotta’s conflicts of interest are not merely technical. Mrs. Liotta’s conflicts of interest have apparently shaped and distorted her actions as a Board Member.

Mrs. Liotta’s company, Modern Aero, is a direct economic competitor with numerous other tenants operating at the Airport, which include: another Part 135 air taxi operator, three other maintenance and repair service provider tenants, and three other flight school tenants. Few decisions made by Mrs. Liotta as a Board Member do not impact these commercial competitors of Modern Aero or Modern Aero itself.

Mrs. Liotta’s company appealed – to the Airport Authority Board – my compliance enforcement action involving Modern Aero’s appropriation of T-Hangar use opportunities from persons on the waiting list, and Modern Aero’s commercialization of the Airport Authority’s T-Hangars. In his argument to the non-conflicted Board Members, Mrs. Liotta’s attorney left no uncertainty that Mrs. Liotta was planning litigation against the Airport Authority.

“At the end of the day, though -- I get argumentative; it's my nature and it's the nature of litigators -- but what I'm trying to -- want to get across is this: This is going to prompt litigation. This decision, if made as it's being currently made, will prompt a multi-prong lengthy legal dispute. State court action will be filed, and the interim executive's termination of Modern Aero's T-hangar leases amounts to unjust discrimination in violation of federal regulations.”

. . .

“But for an interim director to create a new path through sporadic enforcement and kind of burn away new to a new-new status quo, forcing lengthy expensive, unpredictable, multitiered, years-long litigation is absolutely unnecessary.”

. . .

“No one wants litigation here, but that's what's going forward right now.”

. . .



"It -- there are multiple different ways that this could go right now that avoids litigation, right? And if -- if the board feels like eventually it gets put in a corner and it can figure it out, that's fine. But I would just suggest that it's going to be bad public policy to try to make a pivot in how these T-hangars are enforced through what's going to be litigation with one of its -- one of its good tenants."

SJCAA January 13, 2025 Board Meeting Transcript, at 77-78, 82, 99, 100.

On April 14, 2025 Mr. and Mrs. Liotta gave almost two hours of sworn testimony to investigators for the State Attorney's Office for the Seventh Circuit. Their sworn testimony contains a catalogue of personal grievances and conspiracy theories, all involving perceived wrongs taken against their business entities doing business with the Airport Authority. The Liotta's confirmed under oath their intent to bring a litigation action against the Airport.

The testimony also confirmed that the Airport Authority's suspicions about Modern Aero's misappropriation and wrongful use of the T-Hangars were accurate and well-founded, and that Mr. and Mrs. Liotta had been aware of the wrongful use and misappropriations, as well as their use of the T-Hangars without paying for them.

On March 22, 2025, Mrs. Liotta sent an electronic mail message to senior staff members of the Airport Authority offering to pay legal costs of any employee who would come forward and make allegations about the Airport Authority's Interim Executive Director:

In fact, to ensure staff and former employees can speak freely without fear of retaliation or financial burden, I recently agreed to cover legal expenses for a former employee to provide an affidavit containing allegations regarding Mr. Pittman's conduct. I share this not to escalate tension, but to affirm my belief that protecting staff and encouraging truthfulness are in the public interest.

To any current staff included in this email: If you have legitimate concerns related to document handling, or other matters that you are uncomfortable raising internally, I will support your right to come forward. If legal representation is needed to do so safely, I am willing to help ensure that access is available. No one should have to choose between their job and their integrity. Please feel free to share this email with others.

A former contract-employee – Adam Bays – whose contract had not been renewed made such a statement arranged for by Mrs. Liotta. Mr. and Mrs. Liotta admitted under oath that these and other actions taken by Mrs. Liotta as a Board Member were in fact efforts seeking evidence that would support their planned litigation against the Airport Authority:

Matt Liotta: By the way *we do have an affidavit from Adam Bays.*

Investigator: OK



Matt Liotta: So *Modern Aero is very likely to sue the Airport here shortly* –

Investigator: OK

Matt Liotta: and some of these individuals and so *we've been doing some of – some of -- the efforts to support our own case . . .*

Investigator: Understood

Matt Liotta: *we've obtained some of these things.*

Jennifer Liotta: yeah so I think pertinent in that there's some stuff in [the Bays Affidavit] about Patty Wagstaff not being on any wait list – Adam Bays was directly involved.

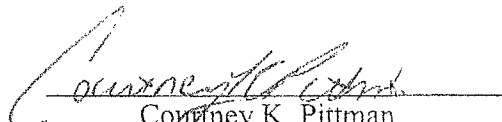
SAO7 Investigation Sworn Testimony of Jennifer and Matt Liotta, April 14, 2025, at time 1:54:20.

Modern Aero has recently instituted a civil action for money damages against three former Board Members. The Complaint relies upon allegations about the Airport Authority that I know to be false and that I will contradict under oath and with documentary evidence.

Conclusion: I have a good faith basis to believe that Mrs. Liotta's conflicts of interest have created a **"continuing or frequently recurring conflict between [her] private interests and the performance of [her] public duties or that would impede the full and faithful discharge of [her] public duties"** as contemplated by Florida Statute Section 112.313(7). Mrs. Liotta's entire service as an elected Board Member of the Airport Authority appears to have been statutorily prohibited by the operation of Florida Statute Section 112.313(7). Mrs. Liotta does not appear to have been statutorily eligible to assume the office of Board Member of the St. Johns County Airport Authority. Mrs. Liotta, through the business companies she owns, manages, or is employed by, has been doing business with the Airport Authority since before her term began. Through the companies she owns, manages, or is employed by, Mrs. Liotta continues to do business with the Airport Authority. I have a good faith basis to believe that Mrs. Liotta's conduct and actions as a Board Member have been substantially impacted by her conflicts of interest, and that her affected conduct and actions as a Board Member have visited substantial harm and institutional risk to the Airport Authority.

This information I have recited above is true and correct to the best of my knowledge, information and belief. I have obtained personal knowledge of these facts in my role as the Interim Executive Director of St. Johns County Airport Authority.

Sincerely,


Courtney K. Pittman
Interim Executive Director