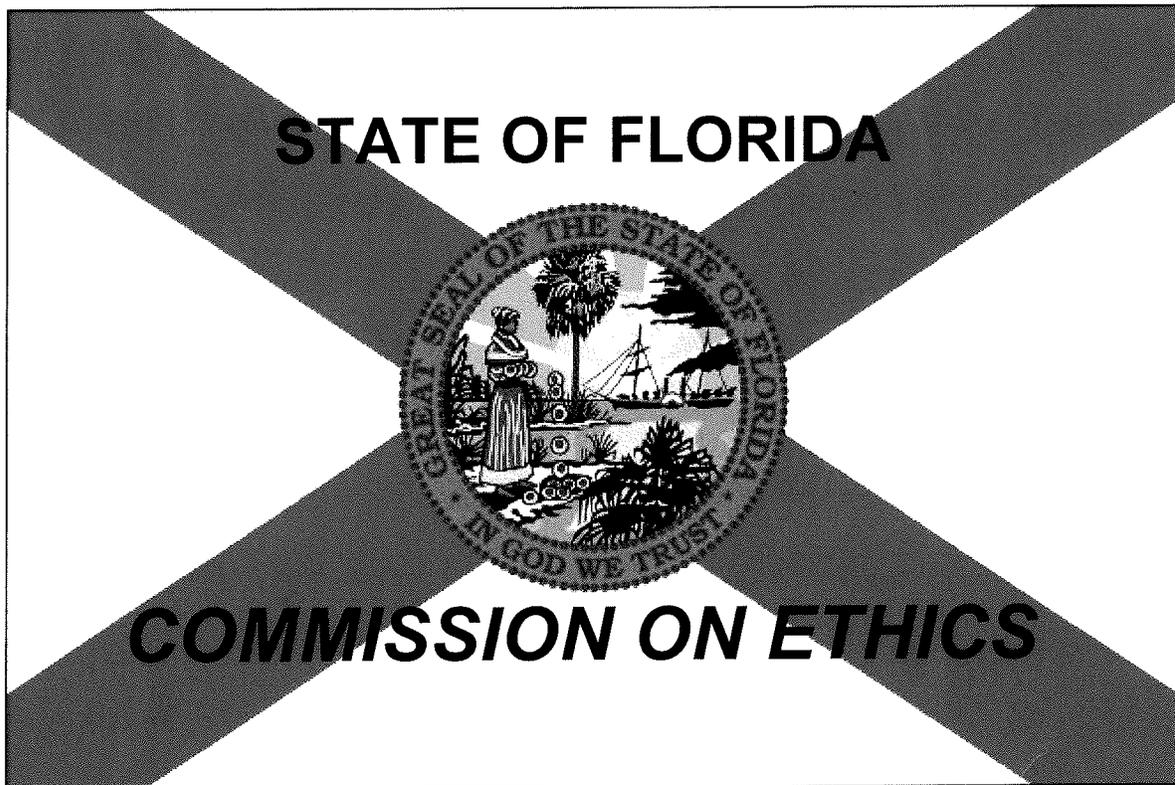


REPORT OF INVESTIGATION



Complaint Number 22-077

NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter. *See Section 112.3215, Florida Statutes, regarding executive branch lobbying matters and confidentiality.

STATE OF FLORIDA
COMMISSION ON ETHICS
Post Office Drawer 15709
Tallahassee, Florida 32317-5709

REPORT OF INVESTIGATION

TITLE: TERESSA CERVERA
Candidate for Circuit Court Judge
Eleventh Judicial Circuit, Seat 3
Miami, Florida

COMPLAINT NO.: 22-077
Exhibits A through C

INVESTIGATED BY: 
Brian Durham

Distribution: Commission on Ethics
Respondent
Advocate
File

Releasing Authority:


Kerrie J. Stillman
Executive Director


Date

* * * *

**REPORT OF INVESTIGATION
COMPLAINT NO. 22-077**

- (1) Mr. Juan-Carlos Planas of Miami alleges Ms. Teresa Cervera, a candidate for Circuit Court Judge for the Eleventh Judicial Circuit, Seat 3, in Miami, violated the Code of Ethics for Public Officers and Employees.
- (2) The complaint and an amendment alleges that the Respondent filed an inaccurate and/or incomplete 2021 CE Form 6, "Full and Public Disclosure of Financial Interests." More particularly, the complaint alleges that the Respondent failed to disclose and/or inaccurately disclosed: the Respondent's bank accounts and the assets within the accounts, a mortgage liability attached to a property owned by the Respondent, the Respondent's net worth, and a line of credit that the Respondent has on her parents' residence.
- (3) The Executive Director of the Commission on Ethics noted that, based upon the information provided in the complaint, the above-referenced allegations were sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Article II, Section 8, Florida Constitution, and Section 112.3144, Florida Statutes (Full and Public Disclosure of Financial Interests).

Allegation regarding Bank Accounts and Assets within the Accounts

- (4) The Complainant alleges that the Respondent, as a part of her candidate qualifying paperwork, filed a 2021 CE Form 6, "Full and Public Disclosure of Financial Interests." The Complainant alleges the Respondent failed to disclose any bank accounts with assets exceeding \$100,000 and therefore questions how she was able to loan her campaign \$100,000.
- (5) The Respondent stated by telephone that she is an attorney who has been in private practice for the past 11 years and received her law degree from Florida International University. She stated this was the first time she ever completed a CE Form 6. The Respondent stated that, when completing the CE Form 6, she felt confident she understood the instructions that were included with the form and also understood what was required. The Respondent said it took her approximately 72 hours to complete her CE Form 6. She confirmed she has other bank accounts that were not listed, but noted those accounts contained less than \$1,000 and, based on her understanding of the instructions, the accounts with less than \$1,000 were not required to be reported. She stated she only listed her assets that were worth more than \$1,000.
- (6) The Respondent explained she "took money from different assets they already had, to obtain the money to loan to her campaign." The source of the funds she loaned to her campaign, she advised, came from multiple sources, including mutual funds, bank accounts, and money market accounts that were liquidated.

Allegation regarding Not Disclosing Mortgage Liabilities

(7) The Complainant alleges the Respondent failed to disclose a mortgage as a liability and also failed to disclose a line of credit that the Complainant alleges the Respondent cosigned on her parents' home located in Broward County. The Complainant claims that, although the primary mortgage (Line of Credit) is in her (Respondent's) parents' name, both the Respondent and the Respondent's husband are listed as borrowers, along with the Respondent's parents.

(8) Concerning the Line of Credit, the Respondent's parents, Thomas and Kathleen Tylman, stated by telephone that they paid off the mortgage on their home and, unbeknownst to the Respondent, took out a Line of Credit for possible future repairs. They explained they believed they may, in the future, need to replace the roof so they secured the Line of Credit in anticipation of making that repair. However, thus far, no funds from the Line of Credit have been used. The Tylmans noted that the Line of Credit lists only themselves as being responsible for the entirety of any funds obtained using it, and they were directed by the bank to include their daughter (the Respondent) and son as "remainder to" because they (Tylmans) have deeded their home to their children in an Enhanced Life Estate Deed (Exhibit A). The deed states, "The remainder interest in this deed is unvested and is wholly contingent upon the death of the Life Tenant. No interest has been conveyed to the Remainder Beneficiary through this instrument until the death of the Life Tenant." (Exhibit A, page 2) The Tylmans stated they planned to keep their children's inheritance a secret and, until now, had never told their children of their plans. However, they noted that, due to this complaint, they have now revealed to them their plans.

(9) Frank Tylman (a relative), an estate lawyer with the Baby Boomers' Barrister, stated by telephone that he recalled the Tylmans seeking his assistance with the deed in question. He stated he helped create an Enhanced Life Estate (also commonly known as a "Lady Bird Deed") for the Tylman's property so they (Tylmans) could leave their home to their children and help them avoid probate. Attorney Tylman explained that the Enhanced Life Estate allows real estate to transfer outside of the probate process and allows the original owner to retain possession of the property for life. He stated the Tylmans "basically" deeded the home to themselves and, when they die, the home passes to the "Remainder Beneficiaries."

Note: An Enhanced Life Estate does not require the Remainder Beneficiaries' consent to transfer or mortgage the property during the Life Tenant's lifetime. Therefore, the Life Tenant retains complete control over the property during their lifetime, and title automatically vests for the Remainder Beneficiaries upon the death of the Life Tenant without the need for probate. The Remainder Beneficiaries' interest is therefore voidable.

(10) Concerning the mortgage the Complainant alleges the Respondent failed to disclose, the Respondent stated she read and believes she fully understood the directions of the CE Form 6 related to liabilities which state, "You are not required to disclose liabilities that are solely your spouse's responsibility." The Respondent stated she was unaware that her parents had taken out a Line of Credit on their property. She stated she was also unaware how the property was titled as her parents never informed her that they had planned to leave the

property to her and her brother. The Respondent stated that she did not list the Line of Credit because she was unaware of it. However, since this complaint was filed and she became aware of it, the Respondent said she asked her parents about it and they confirmed the Line of Credit was solely their (the Respondent's parents) responsibility and also confirmed no funds had been drawn against it and there is no outstanding balance on it. The Respondent stated that the mortgage note on her personal home only lists her husband as the borrower, and, therefore, it is solely his responsibility (Exhibit B). For that reason, she explained, it was not listed as a liability on her CE Form 6.

The Allegation the Respondent Inaccurately Disclosed her Net Worth

(11) The Complainant alleges the Respondent inaccurately disclosed her net worth.

(12) The Respondent stated she created a calculations worksheet (Exhibit C) to determine her net worth. She said she used the worksheet to add all of her assets and deduct her liabilities, as well as any unreported liabilities (those under \$1,000). The Respondent stated when she assessed the value for her law firm, she used two or three different methods to calculate the value. She stated she researched information on the Internal Revenue Service (IRS) website as well as on Google, to determine how to properly determine the value of her law firm. The Respondent explained she took the previous three years of tax returns (2019, 2020, and 2021) of the law firm and created an estimate of the Firm's value based on those amounts. The Respondent stated she felt she correctly understood how to determine the "liquidation value" as well as the "market value" of her Firm based on her research. The Respondent said she is confident she correctly reported her net worth.

END OF REPORT OF PRELIMINARY INVESTIGATION

EXHIBIT A

EXHIBIT A

INSTRUMENT PREPARED BY:)
Frank J. Tylman, Esq.)
The Baby Boomers' Barrister)
100 2nd Avenue S. Suite 704S)
St. Petersburg, Florida 33701)
)
Return to: 100 2nd Avenue S., Suite)
704S, St. Petersburg, Florida 33701) Above This Line Reserved for Official Use Only

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Thomas A. Tylman and Kathleen Tylman, husband and wife, with an address of 6143 NW 124th Drive, Coral Springs, Florida ("Grantors"), hereby remise, release, and quitclaim unto Thomas A. Tylman and Kathleen Tylman, husband and wife, with an address of 6143 NW 124th Drive, Coral Springs, Florida ("Life Tenants"), for their lives, without any liability for waste, and with full power and authority in such Life Tenants to sell, convey, mortgage, lease, or otherwise manage and dispose of the real property described below, in fee simple, with or without consideration, without joinder of the Remainder Beneficiary (as defined below), and with full power and authority to retain any and all proceeds generated thereby, and on the death of the second Life Tenant, the remainder, if any, to Teressa Tylman Cervera, with an address of 2030 SW 60th Ave, Miami, FL 33155 and Daniel Tylman with an address of 1111 Hullview Ave, Norfolk, VA 23503 as Tenants in Common ("Remainder Beneficiaries"), all of Grantor's right, title, interest, and claim in or to the real property located in Broward County, Florida, described as follows (the "Property"):

Lot 7, Block E, Heron Bay Two, according to the plat thereof, as recorded in Plat Book 159, Page 39, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD, together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, lien, interest, and claim whatsoever of Grantor, either in law or equity, to the proper use, benefit, and behalf of the Life Tenant and Life Tenant successors and assigns, for the natural lives of the Life Tenants, with the remainder, if any, in the Remainder Beneficiary forever.

Such real property is the homestead of Thomas A. Tylman and Kathleen Tylman as defined by the Constitution of the State of Florida and will remain their homestead. The purpose of this quitclaim deed is to create an enhanced life estate in Thomas A. Tylman and Kathleen Tylman with the remainder in the Remainder Beneficiary for estate planning purposes. There is no new consideration for this deed.

A1

This conveyance is subject to the following:

- 1. Taxes and assessments for the current year and all subsequent years.
- 2. Zoning and other governmental regulations.
- 3. Any and all restrictive covenants and conditions, easements, rights-of-way, and prior reservations of oil, gas and other minerals of record, if any.

* N.B. The remainder interest in this deed is unvested and is wholly contingent upon the death of the Life Tenant. No interest has been conveyed to the Remainder Beneficiary through this instrument until the death of the Life Tenant. In the event that a Remainder Beneficiary predeceases the Life Tenant, their interest does not revert back to the Life Tenant and will vest in the estate of that Remainder Beneficiary upon the death of the Life Tenant.

Signed by the Grantors, Thomas A. Tylman and Kathleen Tylman on September 20, 2021.

Thomas A. Tylman
 Thomas A. Tylman
Kathleen Tylman
 Kathleen Tylman

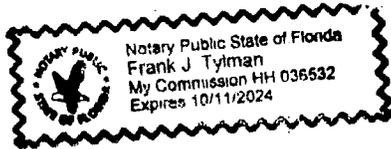
Signed, sealed and delivered in our presence:

Jerry Massillo
 Print Witness Name: Jerry Massillo
Deep Nair
 Print Witness Name: Deep Nair

Pinellas County, Florida

The foregoing instrument was acknowledged before me on September 10, 2021 by Kathleen Tylman (by means of physical presence OR online notarization, and who is personally known to me OR who has produced Florida Drivers License as identification) and Thomas A. Tylman (by means of physical presence OR online notarization, and who is personally known to me OR who has produced Florida Drivers License as identification).

[Seal]



Frank J. Tylman
 Notary Public

A2

EXHIBIT B

EXHIBIT B

Note

June 2, 2017
[Date]

MIAMI
[City]

FL
[State]

2030 SW 60TH AVE, MIAMI, FL 33155-2259
[Property Address]

1. Borrower's Promise to Pay. In return for a loan that I have received, I promise to pay U.S. \$380,240.00 (this amount is called "*Principal*"), plus interest, to the order of the Lender. The Lender is Wells Fargo Bank, N.A.. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "*Note Holder*".

2. Interest. Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.500%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. Payments.

(A) Time and Place of Payments. I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on August 1, 2017. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 1, 2047, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "*Maturity Date*".

I will make my monthly payments at PO Box 11701, Newark, NJ 07101-4701 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments. My monthly payment will be in the amount of U.S. \$1,926.63.

4. Borrower's Right to Prepay.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "*Prepayment*". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. Loan Charges. If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. Borrower's Failure to Pay as Required.



B1

(A) Late Charge for Overdue Payments. If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest.

I will pay this late charge promptly but only once on each late payment.

(B) Default. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default. If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder. Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses. If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. Giving of Notices. Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. Obligations of Persons Under This Note. If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. Waivers. I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. Uniform Secured Note. This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

B2



11. Documentary Tax. The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Borrower



6/2/17
Date
Seal

Loan Origination Organization: Wells Fargo
Bank N.A.
NMLSR ID: 399801

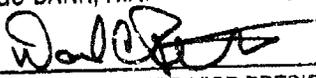
[Sign Original Only]
Loan Originator: Frances A Cosby-Burke
NMLSR ID: 194087

B3



WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY 
DAVID C. PETERSON, SENIOR VICE PRESIDENT

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B4

EXHIBIT C

EXHIBIT C

Calculations

To total the value of your assets, add:

1. The aggregate value of household goods and personal effects, as reported in the Assets section of this form;

2. ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:

3. Personal effects	\$50,000	T: \$50,000
4. Real Property: 2030 SW 60th Ave; Miami FL 33155	\$765,000.00	T: 765,000
5. Vanguard SEP IRA (Mutual Funds: VFIFX and VTI)	\$3,000.00	
6. Vanguard Mutual Funds (VFIAX, VFIFX)	\$40,646.88	
7. Vanguard Money Market and ETFs (Money Market		
8. Account and ETFs: VDE, VXF, VWO, VYM, VNQ, VOO, BND,		
9. BNDX, VPU)	i. \$22,314.00	
	\$23,800.07	
10. ROTH IRA (USAA Moderately Aggressive Fund)		
11. SEP IRA (USAA Target Retirement Fund and Money Market Account)	\$10,189.70	
 TOTAL OF ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:		 T: 99,950.65
 Bank Accounts (CitiBank)	 \$49,565.00	 T: \$49,565.00
Teressa Maria Tylman, PA; Law Firm Est. Book Value	\$100,000.00	T: 100,000

2. The value of all assets worth over \$1,000, as reported in the Assets section; and,
3. The total value of any assets worth less than \$1,000 that were not reported or included in the category of "household goods and personal effects."

To total the value of your assets 1,064,515.65

To total the amount of your liabilities, add:

1. The total amount of each liability you reported in the Liabilities section of this form, except for any amounts listed in the "joint and several liabilities not reported above" portion; and,

Dept. of Ed.	-175,633.64
	888882.01

2. The total amount of unreported liabilities (including those under \$1,000, credit card and retail installment accounts, and taxes owed).

Mortgage	-363,256.86
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TOTAL NET WORTH: 525625.15

C-1