

SEP 09 2022

RECEIVED

ORIGINAL

**Florida Commission on Ethics**

P. O. Drawer 15709, Tallahassee, Florida 32317-5709

"A Public Office is a Public Trust"

**COMPLAINT
22-146****1. PERSON BRINGING COMPLAINT:**Name: Mary F Palmer Telephone Number: (727) 421-0109Address: 7741 Gibraltar Ct. NCity: St. Petersburg County: Pinellas State: FL Zip Code: 33709**2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:**

Use a separate complaint form for each person you wish to complain against:

Name: Jennie Blackburn Telephone Number: 813-951-0618Address: 17717 Gulf Blvd #202City: Redington Shores County: Pinellas Zip Code: 33708Title of office or position held or sought: Commissioner, District 1**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. Include relevant dates and the names and addresses of persons 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, CDs, DVDs, flash drives or other electronic media; such material will not be considered part of the complaint and will be returned.

4. OATHSTATE OF Florida
COUNTY OF Pinellas

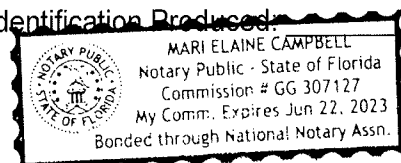
I, the person bringing this complaint, do swear or affirm that the facts set forth in the foregoing complaint and attachments thereto are true and correct to the best of my knowledge and belief.

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of September, 20 22, by Mary Palmer.
(name of person making statement)

Mary Palmer
SIGNATURE OF COMPLAINANT

M. Campbell
(Signature of Notary Public)
Mari Campbell
(Print, Type, or Stamp Commissioned Name of Notary Public)

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



STATEMENT OF FACTS

Upon information and belief, Commissioner JENNIE BLACKBURN ("Commissioner Blackburn") filed inaccurate financial disclosure forms for the years 2020 and 2021. Florida Statutes Section 112.3145 sets forth the requirements for disclosure of primary sources of income, real property ownership, and intangible personal property ownership for local officers. Commissioner Blackburn based her 2021 Statements of Financial Interest on "dollar value thresholds," therefore she was required to report gross income (including both taxable and tax-free compensation for services, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security) in excess of \$2,500 and intangible personal property (including cash on hand, stocks, bonds, certificates of deposit, beneficial interests in trusts, promissory notes, Deferred Retirement Option Program (DROP) accounts, bank accounts in which filer has an ownership interest, investment products held in IRAs, and brokerage accounts) worth more than \$10,000. Commissioner Blackburn failed to select a manner of calculating reportable interests for her 2020 Form 1.

Commissioner JENNIE BLACKBURN failed to disclose her method of calculating reportable interest in 2020. Further, she failed to disclose her income from Oversight Capital, LLC in 2020. Further, Commissioner Blackburn failed to disclose income from Blackburn Coastal Services, LLC in 2020. Further, she failed to disclose her checking and savings accounts in Part D – Intangible Personal Property of her 2020 and 2021 Form 1. Further, Commissioner Blackburn failed to disclose the major customers and clients of Oversight Capital, LLC and Blackburn Coastal Services, LLC in 2020 and 2021. Further, she failed to disclose her \$532,543.84 mortgage loan with Quicken Loans in 2021. Further, she failed to disclose the \$10,144.83 of capitalized items from the January 4, 2021 loan modification agreement with Quicken Loans, Inc.

FAILURE TO SELECT A MANNER OF CALCULATING REPORTABLE INTERESTS IN 2020

Commissioner Blackburn's Form 1 for 2020 did not include a check mark for either the "comparative (percentage) threshold" or the "dollar value threshold" under the manner of calculating reportable interests section of the form. The heading at the top of this section begins with the large bolded font that reads "***** **THIS SECTION MUST BE COMPLETED** *****". In addition, the section instructions end with a bolded "(must check one)". Despite these clear instructions, Commissioner Blackburn failed to select either option. The result is that the reader of Commissioner Blackburn's 2020 Form 1 is unable to properly evaluate the resulting disclosures of income, real property, or intangible personal property.

Accordingly, upon information and belief, Commissioner Blackburn filed an inaccurate financial disclosure form for the year 2020 because she failed to disclose her method of calculating reportable interests.

FAILURE TO DISCLOSE INCOME FROM OVERSIGHT CAPITAL LLC IN 2020

Commissioner Blackburn owns shares of two limited liability companies registered with the State of Florida – Oversight Capital, LLC and Blackburn Coastal Services, LLC. Commissioner Blackburn’s real estate brokerage business is operated using the legal entity of Oversight Capital, LLC. The 2020 Form 1 from Commissioner Blackburn failed to include income earned from Oversight Capital, LLC.

Accordingly, upon information and belief, Commissioner Blackburn filed inaccurate financial disclosure forms for the year 2020 because she failed to disclose her income from Oversight Capital, LLC.

FAILURE TO DISCLOSE INCOME FROM BLACKBURN COASTAL SERVICES, LLC IN 2020

In addition to the real estate brokerage income derived from Oversight Capital, LLC, Commissioner Blackburn receives income related to home staging services offered through Blackburn Coastal Services, LLC. For 2020, Commissioner Blackburn listed real estate brokerage income through a separate legal entity (“Blackburn Coastal Realty”) but failed to disclose home staging services from Blackburn Coastal Services, LLC.

Accordingly, upon information and belief, Commissioner Blackburn filed inaccurate financial disclosure forms for the year 2020 because she failed to disclose her income received from home staging services through Blackburn Coastal Services, LLC.

FAILURE TO DISCLOSE INTANGIBLE PERSONAL PROPERTY IN 2020 AND 2021

Commissioner Blackburn maintains multiple checking and savings accounts for both personal and business operations. Commissioner Blackburn failed to disclose these accounts on Form 1 for 2020 and 2021.

Accordingly, upon information and belief, Commissioner Blackburn filed inaccurate financial disclosure forms for the years 2020 and 2021 because she failed to disclose her checking and savings accounts.

FAILURE TO DISCLOSE MAJOR CUSTOMERS AND CLIENTS IN 2020 AND 2021

Florida Statutes Section 112.3145(3)(b)2 requires disclosure of major customers, clients, and other sources of income to businesses in which the filer owns an interest. Commissioner Blackburn reported “N/A” for 2020 and then listed her own business (Oversight Capital LLC) for 2021. She failed to disclose the client names, their addresses, and their principal business activity for those who exceeded the reporting threshold percentage for both years.

Accordingly, upon information and belief, Commissioner Blackburn filed inaccurate financial disclosure forms for the years 2020 and 2021 because she failed to disclose her major customers and clients for Oversight Capital, LLC and Blackburn Coastal Services, LLC.

FAILURE TO DISCLOSE LIABILITY FROM QUICKEN LOANS IN 2021

Commissioner Blackburn is listed as the borrower for a \$537,048 mortgage note with Quicken Loans, Inc dated March 22, 2018. On January 4, 2021, Commissioner Blackburn signed a Loan Modification Agreement (Mortgage) with Quicken Loans. Although the mortgage was disclosed on her 2020 Form 1, Commissioner Blackburn did not disclose the loan under Part E – Liabilities for 2021.

Accordingly, upon information and belief, Commissioner Blackburn filed inaccurate financial disclosure forms for the year 2021 because she failed to disclose the mortgage liability from Quicken Loans, Inc.

FAILURE TO DISCLOSE INCOME FROM 2021 LOAN MODIFICATION AGREEMENT WITH QUICKEN LOANS

As part of the above referenced Quicken Loan Modification Agreement, the mortgage lender capitalized interest and certain “legal fees and related foreclosure costs that may have been accrued for work completed”. Although the capitalized amount of \$10,144.83 represents income that was constructively received by Commissioner Blackburn 2021, this amount was not disclosed

under primary sources of income.

Accordingly, upon information and belief, Commissioner Blackburn filed inaccurate financial disclosure forms for the year 2021 because she failed to disclose the constructive receipt income related to her Quicken Loan Modification Agreement.

Return To:
Document Management
Quicken Loans Inc.
1650 Woodward Ave
Detroit, MI 48226-1906

This document was prepared by:

Jeanine Brown
1650 Woodward Ave
Detroit, MI 48226-1906
(313)373-0000

65962947-5060089 [Space Above This Line For Recording Data] 3432921211

MORTGAGE

MIN 100039034329212114
VA Case Number: 17-1762002339

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 30, 2019, together with all Riders to this document.
- (B) "Borrower" is William Blackburn and Jennie Blackburn, husband and wife

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Quicken Loans Inc.

FLORIDA Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3010 1/01

4762974401
VMP -6A(FL) (1302) 00

Page 1 of 16

Initials:

VMP Mortgage Solutions, Inc.



q03432921211 0233 397 0116

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Lender is a Corporation
 organized and existing under the laws of the State of Michigan
 Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

(E) "Note" means the promissory note signed by Borrower and dated July 30, 2019
 The Note states that Borrower owes Lender Five Hundred Thirty Thousand Nine
 Hundred Seventy One and 00/100 Dollars
 (U.S. \$ 530,971.00) plus interest. Borrower has promised to pay this debt in regular Periodic
 Payments and to pay the debt in full not later than August 1, 2049

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
 Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
 due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
 Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input checked="" type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Legal Attached

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
 non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
 charges that are imposed on Borrower or the Property by a condominium association, homeowners
 association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
 check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
 instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
 or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
 machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
 transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
 by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
 damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
 Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
 value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
 the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(FL) (1302)00

Page 2 of 16

Initials:

Form 3010 1/01



q03432921211 0233 397 0216

[Handwritten signature]

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\$52.50 M DOC STAMP COLLECTION \$35.70 INTANGIBLE TAX \$20.29 KEN BURKE, CLERK (C
COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: clk103505

This Document Prepared By:
DAVID O'BRIEN
QUICKEN LOANS, LLC
635 WOODWARD AVE
DETROIT, MI 48226
(888) 663-7374

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 31-30-15-50295-000-2020

[Space Above This Line for Recording Data]	
Original Principal Amount: \$530,971.00	FHA/VA/RHS Case No.: 17 1762002339
Unpaid Principal Amount: \$522,399.01	Loan No: 3432921211
New Principal Amount: \$532,543.84	
Capitalization Amount: \$10,144.83	

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **4TH** day of **JANUARY, 2021**, between **WILLIAM BLACKBURN AND JENNIE BLACKBURN, HUSBAND AND WIFE** ("Borrower"), whose address is **17717 GULF BLVD, REDINGTON SHORES, FLORIDA 33708** and **QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.** ("Lender"), whose address is **635 WOODWARD AVE, DETROIT, MI 48226**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JULY 30, 2019** and recorded on **AUGUST 6, 2019** in **INSTRUMENT NO. 2019247788 BOOK 20642 PAGE 712**, of the **OFFICIAL** Records of **PINELLAS COUNTY, FLORIDA**, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

17717 GULF BLVD, REDINGTON SHORES, FLORIDA 33708
(Property Address)

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the real property described is located in **PINELLAS COUNTY, FLORIDA** and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **JANUARY 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$532,543.84**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$10,144.83**.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **2.2500%**, from **JANUARY 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$2,035.63**, beginning on the **1ST** day of **FEBRUARY, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2051** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

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

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. This Mortgage Modification is given in connection with the modification of an obligation secured by an existing mortgage, recorded in Official Records INSTRUMENT NO. 2019247788 BOOK 20642 PAGE 712, Public Records of PINELLAS COUNTY, Florida from the Mortgagor hereunder to the Mortgagee hereunder, or to the assignor of the Mortgagee hereunder. Pursuant to Section 199.145(4)(b), Florida Statutes, additional nonrecurring intangible tax is due on the amount of the obligation that exceeds the original mortgage principal balance. The original mortgage principal balance was \$530,971.00. The principal balance of the new obligation secured by this Mortgage Modification is U.S. \$532,543.84, which amount represents, as of the modification, the excess of the unpaid principal balance of the original obligation, plus accrued but unpaid interest.

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: WILLIAM BLACKBURN

[Signature]
Borrower: JENNIE BLACKBURN

1/6/2021
Date

1/6/2021
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Pinellas

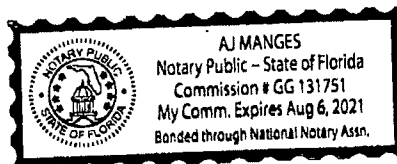
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of January, 2021 (year), by **WILLIAM BLACKBURN, JENNIE BLACKBURN** (name of person acknowledging).

[Signature]
(Signature of Notary Public - State of Florida)

AJ Manges
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced FL Driver License



In Witness Whereof, the Lender has executed this Agreement.

QUICKEN LOANS LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT

By Sandy Klein (print name) 1/15/21 Date
SANDY KLEIN (title)
VICE PRESIDENT

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

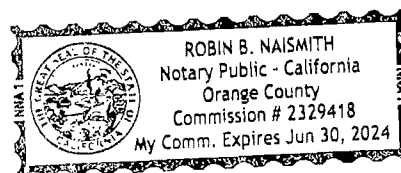
STATE OF CALIFORNIA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15 Jan, 2021
by Sandy Klein, the VP of QUICKEN LOANS
LLC F/K/A QUICKEN LOANS INC. BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS
ITS ATTORNEY-IN-FACT, a company, on behalf of said company.

[Signature]
Notary Public

Printed Name: Robin B. Naismith
My commission expires: 6/30/2024



Drafted By:
QUICKEN LOANS, LLC
635 WOODWARD AVE
DETROIT, MI 48226

EXHIBIT A

BORROWER(S): WILLIAM BLACKBURN AND JENNIE BLACKBURN, HUSBAND AND WIFE

LOAN NUMBER: 3432921211

LEGAL DESCRIPTION:

Legal Description

UNIT 202 OF LAS FLORES, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 15690, PAGE 2539, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

Tax/Parcel No. 31-30-15-50295-000-2020

ALSO KNOWN AS: 17717 GULF BLVD, REDINGTON SHORES, FLORIDA 33708



Department of State / Division of Corporations / Search Records / Search by Officer/Registered Agent Name /

Detail by Officer/Registered Agent Name

Florida Limited Liability Company
BLACKBURN COASTAL SERVICES, LLC

Filing Information

Document Number	L14000164319
FEI/EIN Number	14-1899933
Date Filed	10/21/2014
Effective Date	10/21/2014
State	FL
Status	ACTIVE
Last Event	LC STMT OF RA/RO CHG
Event Date Filed	05/25/2017
Event Effective Date	NONE

Principal Address

17717 GULF BLVD #202
REDINGTON SHORES, FL 33708

Changed: 03/06/2018

Mailing Address

17717 GULF BLVD #202
REDINGTON SHORES, FL 33708

Changed: 03/06/2018

Registered Agent Name & Address

BLACKBURN, WILLIAM B
17717 GULF BLVD #202
REDINGTON SHORES, FL 33708

Name Changed: 05/25/2017

Address Changed: 03/06/2018

Authorized Person(s) Detail

Name & Address

Title President

BLACKBURN, WILLIAM B

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

Detail by Officer/Registered Agent Name

Florida Limited Liability Company
OVERSIGHT CAPITAL, LLC

Filing Information

Document Number	L03000039980
FEI/EIN Number	14-1899933
Date Filed	10/17/2003
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	05/25/2017
Event Effective Date	NONE

Principal Address

17717 GULF BLVD APT 202
Redington Shores, FL 33708

Changed: 03/02/2019

Mailing Address

17717 GULF BLVD APT 202
Redington Shores, FL 33708

Changed: 03/02/2019

Registered Agent Name & Address

BLACKBURN, WILLIAM B
17717 GULF BLVD #202
REDINGTON SHORES, FL 33708

Name Changed: 03/16/2008

Address Changed: 03/06/2018

Authorized Person(s) Detail

Name & Address

Title PRES

BLACKBURN, WILLIAM B

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