

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CASE NO. 8:22-cv-01512-KKM-TGW

BURTON W. WIAND, as Receiver for
OASIS INTERNATIONAL GROUP, LTD.;
OASIS MANAGEMENT, LLC; and
SATELLITE HOLDINGS COMPANY,

Plaintiff,

vs.
CLARK ASSET MANAGEMENT, CO.,
and DOUGLAS B. CLARK,

Defendant(s),

and
BANK OF AMERICA, N.A.,

Garnishee

_____ /

ANSWER OF GARNISHEE, BANK OF AMERICA, N.A., AND

DEMAND TO PLAINTIFF FOR PAYMENT OF ATTORNEY'S FEES

Garnishee, BANK OF AMERICA, N.A., by its undersigned attorney, Answers the Writ of Garnishment served on it as follows:

1. At the time of the service of the Writ of Garnishment, plus sufficient time not to exceed one business day for Garnishee to act expeditiously on the Writ, and at the time of its

Answer and at all times between service and its Answer, Garnishee's records reflect the following account(s) which may be subject to the Writ of Garnishment:

<u>Account Number(s)</u>	<u>Name(s) on Account</u>
xxxx-xxxx-6385	Douglas B. Clark Kay T. Clark 1749 Travertine Ter. Sanford, FL 32771-7733

2. Pursuant to provisions of Sections 77.06 (2) and (3) of Florida Statutes, and subject to Court determination of the proper disposition of proceeds of the above account(s), Garnishee has set aside the following sums:

<u>Account Number(s)</u>	<u>Amount Set Aside</u>
xxxx-xxxx-6385	-0-*

*[Account Number xxxx-xxxx-6385 has a current balance of \$1,055.79.

However, the funds in said accounts are exempt from Garnishment pursuant to the Federal Exemption provided under 31 CFR Part 212. Therefore, those funds have not been held.]

3. Except as provided in paragraph 2 (if applicable), Garnishee has no obligation to make, and has not made, a determination as to the ownership of the subject funds or as to whether any of the funds are subject to any exemption provided to Defendant(s) and/or other person or entities under Federal or State Law.

4. Garnishee knows of no other person indebted to Defendant(s), or any other person who may have any effects, goods, money or chattels of the said Defendant(s), nor did Garnishee have in its possession or control any other tangible or intangible personal property of the Defendant(s).

5. In accordance with Section 77.28 as amended on July 1, 2014, and having filed the Answer of Garnishee in this case, **Garnishee hereby demands from Plaintiff the**

payment forthwith of the \$100.00 statutory garnishment fee for the part payment of its attorney's fees, to be made **payable to The Noa Law Firm, P.A.**, Garnishee's attorney(s), and to be mailed to:

**THE NOA LAW FIRM, P.A.
P. O. Box 941958
Miami, Florida 33194**

WHEREFORE, Garnishee prays that this Court enter its judgment determining proper disposition of any funds held pursuant to the Writ of Garnishment and **demands payment by Plaintiff forthwith of the \$100.00 statutory garnishment fee** as part payment of Garnishee's attorney's fees, to be made **payable to The Noa Law Firm, P.A.**, Garnishee's attorney(s), and for any other relief this Court deems just and proper.

DESIGNATION OF EMAIL ADDRESS


Pursuant to Rule 2.516 of the Florida Rules of Judicial Administration, Counsel for Garnishee hereby designates the following primary email address for service of court documents:

Primary email address: e-service@noalawfirm.com.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished via electronic mail this 31ST day of MAY, 2023, to LAWRENCE J. DOUGHERTY, ESQ., ATTORNEY FOR PLAINTIFF, Email: ldougherty@guerraking.com.

THE NOA LAW FIRM, P.A.
ATTORNEY(S) FOR GARNISHEE
P. O. Box 941958
Miami, Florida 33194
Telephone: (305)559-9620
Facsimile: (305)559-3611

By: 
[X] JOSEPH A. NOA, JR., ESQ., FBN 81984