

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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

Plaintiff,

v.

Case No: 8:20-cv-00862-VMC-TGW

CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.

MOTION FOR FINAL JUDGMENT IN GARNISHMENT

Plaintiff, BURTON W. WIAND, as Receiver for OASIS INTERNATIONAL GROUP, LTD.; OASIS MANAGEMENT, LLC; AND SATELLITE HOLDINGS COMPANY (“*Plaintiff*”), moves this Honorable Court for entry of a Final Judgment in Garnishment directing the Garnishee, TRUIST FINANCIAL CORP. (“*Garnishee*”), to release \$3,852.95 of garnished funds to Plaintiff and \$100.00 of garnished funds to Garnishee as payment of the statutory garnishment fee, and states as follows:

1. On November 3, 2020, the Honorable Virginia M. Hernandez Covington entered an Order directing the Clerk to enter a judgment in favor of the

ENGLANDER FISCHER

A T T O R N E Y S

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Receiver and against Defendant, Michael DeYoung (“**Defendant**”) (Doc. 592). Accordingly, on November 4, 2020, the Clerk entered a default judgment against Defendant in the amount of \$53,548.61 (Doc. 609). Subsequently, on April 19, 2021, the Clerk entered an Amended Default Judgment in the amount of \$54,037.76 (“**Judgment**”). The Amended Final Judgment entitled the Plaintiff to recover \$54,037.76 plus post judgment interest from the Defendant. (Doc. 749).

2. The full amount of the Judgment remains due and owing.

3. On June 5, 2021, Plaintiff filed an *Ex Parte* Motion for Writ of Garnishment related to Garnishee. (Doc. 818).

4. On June 17, 2021, a Writ of Garnishment was issued directed to the Garnishee and served on Garnishee on June 28, 2021. (Doc. 849).

5. Pursuant to the Notice of Compliance with *Fla. Stat. 77.041(2)* filed on July 6, 2021, Defendant was timely served with the Receiver’s *Ex Parte* Motion for Issuance of Writ of Garnishment, Writ of Garnishment issued by the Court on June 17, 2021, and requisite “Notice to Defendant.” (Doc. 932).

6. On July 8, 2021, Garnishee filed its Answer of Garnishee stating that Garnishee was holding funds in the amount of \$3,952.95 for the Defendant. (Doc. 943).

7. Defendant was timely served with the Answer of Garnishee pursuant to the Notice filed on July 8, 2021. (Doc. 944).

8. Defendant has not objected to the Writ of Garnishment, filed a claim of exemption, or moved to dissolve the Writ of Garnishment.

9. Plaintiff is entitled to a Final Judgment in Garnishment against Garnishee for the amount the Garnishee is indebted to Defendant and Garnishee is entitled to its \$100.00 statutory fee payable to Garnishee's attorney, Gray Robinson, P.A.

10. Accordingly, Plaintiff requests that the Court enter the Proposed Final Judgment of Garnishment attached hereto as **Exhibit "1."**

Memorandum of Law

Garnishment proceedings are statutory in nature and must be strictly complied with. *Zivitz v. Zivitz*, 16 So. 3d 841, 847 (Fla. 2d DCA 2009). In this case, Defendant was timely served by first class mail with a copy of the Writ of Garnishment, *Ex Parte* Motion for Writ of Garnishment, and the "Notice to Defendant" because it was sent to Defendant's last known address within 3 business days after the writ was served on Garnishee. See *Fla. Stat.* § 77.041(2). Debtor was also timely served with a copy of the Garnishee's Answer and notice regarding a motion to dissolve the Writ of Garnishment pursuant to *Fla. Stat.* § 77.055 because it was mailed and emailed to Defendant within five days after the Garnishee filed its Answer.

Moreover, the Defendant waived his right to object to the Writ, file a claim of exemption form, or move to dissolve the Writ. Accordingly, entry of the proposed

final judgment attached hereto as Exhibit 1 is appropriate in light of the Defendant's waivers.

WHEREFORE, Plaintiff prays this Honorable Court will enter a Final Judgment of Garnishment directing the Garnishee to release \$3,852.95 of garnished funds to Plaintiff and \$100.00 of garnished funds to Garnishee's attorney, Gray Robinson, P.A., as payment of the statutory garnishment and for any further relief this Honorable Court finds fair and just under the circumstances.

Local Rule 3.01(g) Certification

Pursuant to Local Rule 3.01(g), M.D. Fla., undersigned counsel certifies that he conferred with counsel for Garnishee, who does not oppose the relief sought herein.

DATED this 2nd day of September, 2021.

ENGLANDER FISCHER

/s/ John W. Waechter

JOHN W. WAECHTER

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Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this date a true and correct copy of the foregoing has been electronically filed with the Clerk of Court by using the CM/ECF system and sent by U.S. Mail and electronic mail to Milan Mike DeYoung and Alison P. DeYoung, 12230 NW 18th Street, Plantation, FL 33323-2128.

/s/ John W. Waechter

JOHN W. WAECHTER

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
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Defendants.

FINAL JUDGMENT OF GARNISHMENT

THIS CAUSE came before the Court without a hearing on Plaintiff's, BURTON W. WIAND, as Receiver for OASIS INTERNATIONAL GROUP, LTD.; OASIS MANAGEMENT, LLC; AND SATELLITE HOLDINGS COMPANY ("***Plaintiff***"), Motion for Final Judgment in Garnishment ("***Motion***") and this Court having reviewed the reviewed the Motion, the docket, and being otherwise duly advised in the premises, hereby finds as follows:

1. On November 3, 2020, the Honorable Virginia M. Hernandez Covington entered an Order directing the Clerk to enter a judgment in favor of the Receiver and against the defendant, Michael DeYoung ("***Defendant***") (Doc. 592). Accordingly, on November 4, 2020, the Clerk entered a default judgment against

Defendant in the amount of \$53,548.61. (Doc.609). Subsequently, on April 19, 2021, the Clerk entered an Amended Default Judgment in the amount of \$54,037.76 (“*Judgment*”). The Amended Final Judgment entitled the Plaintiff to recover \$54,037.76 plus post judgment interest from the Defendant. (Doc. 749).

2. On June 5, 2021, Plaintiff filed an *Ex Parte* Motion for Writ of Garnishment related to Garnishee, TRUIST FINANCIAL CORP. (“*Garnishee*”) (Doc. 818), and on June 17, 2021, the Clerk issued a Writ of Garnishment directed to Garnishee (“*Writ*”) (Doc. 849).

3. On July 8, 2021, Garnishee filed its Answer of Garnishee stating that Garnishee was holding funds in the amount of \$3,952.95 for the Defendant. (Doc. 943).

4. On July 8, 2021, Plaintiff filed and served Garnishee’s Answer on Defendant. (Doc. 944).

5. The Plaintiff served proper notice on Defendant regarding the Writ. (Doc. 913).

6. Defendant has not objected to the Writ of Garnishment, filed a claim of exemption, or moved to dissolve the Writ of Garnishment.

It is therefore **ORDERED AND ADJUDGED:**

7. Final Judgment in Garnishment is hereby entered in favor of Plaintiff BURTON W. WIAND, as Receiver for OASIS INTERNATIONAL GROUP, LTD.;

OASIS MANAGEMENT, LLC; AND SATELLITE HOLDINGS COMPANY, whose address is c/o Beatriz McConnell, Esq., Englander Fischer, 721 First Avenue North, St. Petersburg, FL 33701, and against Garnishee, TRUIST FINANCIAL CORP., the address of which is c/o David S. Hendrix, Esq., Gray Robinson, P.A., PO Box 3324, Tampa, FL 33601-3324.

8. Pursuant to the Final Judgment and Writ, Plaintiff does have, receive and recover from the Garnishee, TRUIST FINANCIAL CORP. the sum of \$3,852.95 for all of which amount let execution issue forthwith. The remaining \$100.00 shall be released to Garnishee, payable to Gray Robinson, P.A., Garnishee's attorney, as payment of the statutory garnishment fee.

9. The Court retains jurisdiction to enter orders as may be necessary to enforce this Final Judgment.

10. The Plaintiff is entitled to attorney's fees pursuant to Fla. Stat. § 57.115. The Court retains jurisdiction to determine a reasonable fee award.

DONE AND ORDERED in Tampa, Florida, this ____ day of _____, 2021.

THOMAS G. WILSON
UNITED STATES MAGISTRATE JUDGE

Copies to:
Beatriz McConnell, Esq.
Milan Mike DeYoung and Alison P. DeYoung, 12230 NW 18th St, Plantation, FL 33323-2128

David S. Hendrix, Esq.