

**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.

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF SUMMONS

TO: Kayla Crowley
1221 Goose Pond
Lake Ariel, PA 18436

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a formal summons or notification from the court, but rather a request that you sign and return the enclosed waiver of service in order to avoid the service of process cost. To avoid these costs, you must return the signed waiver within 30 days from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

If you comply with this request and return the signed waiver, I will file it with the court and no summons will be served on you. The action will then proceed as if you had been served on the date the waiver is filed and you will have 60 days from the date this notice is sent to answer the complaint.

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you and will request that the court require you, or the entity you represent, to pay the full costs of such service.

ENGLANDER FISCHER
A T T O R N E Y S

721 First Avenue North • St. Petersburg, Florida 33701
Phone (727) 898-7210 • Fax (727) 898-7218
eflegal.com

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Dated: May 4, 2020.

/s/ Beatriz McConnell

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CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.

_____ /

WAIVER OF THE SERVICE OF SUMMONS

TO: Beatriz McConnell, Esquire
Englander and Fischer LLP
721 First Ave. North
St. Petersburg, FL 33701

I acknowledge receipt of your request that I, or the entity I represent, waive service of summons in the above-captioned lawsuit, along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to avoid the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will retain all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from May 4, 2020, the date when this request was sent. If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Kayla Crowley

DUTY TO AVOID UNNECESSARY EXPENSES OF SERVING A SUMMONS

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

“Good cause” does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant’s property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are provided with more time to answer the complaint than if a summons had actually been served when the request for waiver of service was received.