

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CASE NO.: 8:20-cv-00862-VMC-TGW

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

Plaintiff,

vs.

CHRIS AND SHELLEY ARDUINI, et al.,

Defendant,

and

BANK OF AMERICA, N.A.,

Garnishee

ANSWER OF GARNISHEE AND
DEMAND TO PLAINTIFF FOR
PAYMENT OF ATTORNEY'S FEES

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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:

Account Number(s)
xxxx-xxxx-7824

Name(s) on Account
Shawn B. Marshall
50 Sugar Toms Ln.
East Norwich, NY 11732-1150

Account Number(s)
xxxx-xxxx-3413

Name(s) on Account
Shawn B. Marshall
50 Sugar Toms Ln.
East Norwich, NY 11732-1150

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-7824	\$397.80
xxxx-xxxx-3413	\$1,242.92

3. Under its deposit agreement/contract with its customer, Garnishee has a contractual right of setoff and it hereby claims this right. Specifically, Garnishee is authorized to offset, among its other rights, a bank processing fee in the amount of \$125.00. Said sum has been taken from the funds in paragraph 2 above and the amount shown reflects the reduced sum held after offset. As such, this is the sum available for garnishment herein. Garnishee's bank processing fee is in addition to the statutory garnishment fee in the amount of \$100.00 to be paid by Plaintiff to Garnishee's attorney as part payment of Garnishee's attorney's fees (Section 77.28 Florida Statutes, as amended on July 1, 2014).

4. Garnishee has no obligation to make, and has not made, a factual determination whether the property of the Defendant(s) in its possession or control is subject to any exemption provided to the Defendant(s) by State or Federal Law.

5. 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).

6. 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 29TH day of JUNE, 2021, to BEATRIZ MCCONNELL, ESQ., ATTORNEY(S)

FOR PLAINTIFF, Email: bmccconnell@eflegal.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: 

☐ ANA DIAZ NOA, ESQ., FBN 729299

☒ JOSEPH A. NOA, JR., ESQ., FBN 81984

☐ MICHAEL A. NOA, ESQ., FBN 93621