

**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 TO JUDGMENT DEBTOR PURSUANT TO FLA. STAT. § 77.055
AND CERTIFICATE OF SERVICE**

Judgment Creditor, BURTON W. WIAND, as Receiver for OASIS INTERNATIONAL GROUP, LTD.; OASIS MANAGEMENT, LLC; AND SATELLITE HOLDINGS COMPANY, by and through undersigned counsel serves the judgment debtor, MIKE DYOUNG a/k/a MILAN MIKE DEYOUNG (“*Judgment Debtor*”), with a copy of the Answer of Garnishee, TRUIST BANK, filed on July 8, 2021 (Doc. 943), which is attached hereto as **Exhibit “A.”** Additionally, the Judgment Debtor is hereby notified of the following pursuant to

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

Fla. Stat. §77.055: **Judgment Debtor must move to dissolve the Writ of Garnishment within twenty (20) days after the date indicated on the Certificate of Service in this notice if any allegation in the Judgment Creditor's Motion for Writ of Garnishment is untrue.**

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 to:

Milan Mike DeYoung 12230 NW 18TH ST Plantation, FL 33323-2128	Alison P. DeYoung 12230 NW 18TH ST Plantation, FL 33323-2128
---	--

DATED this 8th day of July, 2021.

ENGLANDER FISCHER

/s/ Beatriz McConnell

JOHN W. WAECHTER

Florida Bar No. 47151

Primary: jwaechter@eflegal.com

Secondary: dturner@eflegal.com

BEATRIZ MCCONNELL

Florida Bar No. 42119

Primary: bmccconnell@eflegal.com

Secondary: tdillon@eflegal.com

ENGLANDER and FISCHER LLP

721 First Avenue North

St. Petersburg, Florida 33701

Tel: (727) 898-7210 /Fax: (727) 898-7218

Attorney for Plaintiff

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,

vs.

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

CHRIS AND SHELLEY ARDUINI, et al,

Defendant,

And

TRUIST FINANCIAL CORP.,

Garnishee.

ANSWER TO WRIT OF GARNISHMENT AND DEMAND FOR ATTORNEY'S FEES

COMES NOW, Garnishee, Truist Bank, formerly known as Branch Banking and Trust Company, as successor by merger to SunTrust Bank, by and through its undersigned counsel and files its answer to Plaintiff's Writ of Garnishment and states as follows:

1. Garnishee had at the time of service of the Writ, plus sufficient time not to exceed one (1) business day, at the time of making this Answer and at all times between such periods, as designated:

<u>ACCOUNT TYPE AND NUMBER</u>	<u>NAME AND ADDRESS</u>	<u>AMOUNT HELD IN ACCT.</u>
Checking Account # ending 4626	MILAN MIKE DE YOUNG ALISON P DE YOUNG 12230 NW 18TH ST PLANTATION, FL 33323-2128	Balance in account is \$3,952.95. Holding \$3,952.95 pursuant to the Writ of Garnishment.

2. Garnishee has no other tangible or intangible personal property of said Defendant in its possession or control at the time of this Answer, and had no such property in its possession or control at the time of service of the Writ, nor at any time between such periods. In the event, Garnishee has retained the safe deposit box(es) on its premises and has restricted access into the box(es) pending further Orders of this Court. In the event the court orders an inventory of the safe deposit box(es) and Plaintiff cannot obtain a key from the Defendant(s), there is drilling fee up to \$219 to open the safe deposit box for an inventory of its contents.

3. Pursuant to Florida Statute 77.06(2), Garnishee does not know of any other person, firm, or corporation which has an ownership interest in the involved property or may have any of the goods and possessions of said Defendant, at the time of service of the Writ, plus sufficient time not to exceed one (1) business day, at the time of making this Answer and at all times between such periods, in its or their possession or control.

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.

DEMAND FOR GARNISHMENT DEPOSIT

5. The undersigned counsel, a member of the Florida Bar and attorney for Garnishee, has prepared this Answer to the Writ. If applicable, pursuant to Section 77.28, Florida Statutes, as amended effective July 1, 2014, **the Plaintiff/Plaintiff's Counsel shall pay and remit the \$100.00 attorney fee directly to GRAYROBINSON, P.A.**

GRAY ROBINSON, P.A.
401 E. Jackson Street (33602)
Suite 2700
Post Office Box 3324
Tampa, Florida 33601-3324
(813) 273-5000
(813) 273-5145 (fax)
Attorneys for Garnishee

/s/ David S. Hendrix
David S. Hendrix, Esq.
Florida Bar No. 827053

Designated email addresses for pleadings
hendrix.litigation@gray-robinson.com
fiona.johnson@gray-robinson.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been filed via the Florida Court E-Filing Portal and served via email and/or U.S. Mail on this 8th day of July, 2021 to:

BEATRIZ MCCONNELL, ESQ
721 FIRST AVE. N.
ST. PETERSBURG, FL 33701
bmccconnell@eflegal.com

/s/David S. Hendrix
David S. Hendrix, Esquire