

**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, KAYLA CROWLEY (“*Judgment Debtor*”), with a copy of the Answer of Garnishee, TD BANK, N.A. served on July 15, 2021, which is attached hereto as **Exhibit “A.”** Additionally, the Judgment Debtor is hereby notified of the following pursuant to Fla. Stat. §77.055: **Judgment Debtor must**

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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 and Email to:

Kayla Crowley 1221 Goose Pond Rd. Hamlin, PA 18427 benevolence7@startmail.com	Kayla Crowley PO Box 100 Jackson, NH 03846 benevolence7@startmail.com
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DATED this 17th day of July, 2021.

ENGLANDER FISCHER

/s/ Beatriz McConnell

JOHN W. WAECHTER

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Attorney for Plaintiff

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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

TD BANK, N.A.,

Garnishee.

ANSWER OF GARNISHEE, AND
DEMAND PURSUANT TO
FLORIDA STATUTES § 77.28
FOR PAYMENT BY JUDGMENT
CREDITOR'S COUNSEL OF
TD BANK'S ATTORNEYS' FEES
FLORIDA BAR #472050

[AS TO KAYLA CROWLEY ONLY]

Garnishee, TD Bank, 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 one business day to allow TD Bank sufficient time to act expeditiously on the writ, and at all times subsequent to such service, up to and including the time of the making of this Answer, TD Bank's records reflect the following account(s) which may be subject to the Writ of Garnishment.

Account Number(s)

Name/Address on Account

xxxxxxx6670

Kayla Crowley
PO Box 100
Jackson NH 03846

2. Pursuant to provisions of §§ 77.06(2) and (3) of Florida Statutes, 31 CFR Part 212 and subject to Court determination of the proper disposition of proceeds of the above account(s), TD Bank has retained the following sums:

Account Number(s)

Amount Retained

xxxxxxx6670

\$41.20

Exhibit "A"

3. Under the terms and conditions of its agreement with its customer, TD Bank has a contractual right of setoff, and it hereby claims this right. Specifically, TD Bank is authorized to offset, among its other rights, a bank processing fee in the amount of \$125.00. Said sum, or a portion of 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.

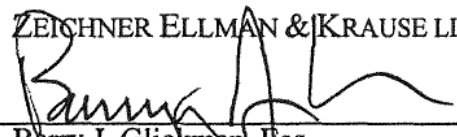
4. Other than as set forth in 31 CFR Part 212 TD Bank has no obligation to make, and has not made, a factual determination whether any property of the Defendant in its possession or control is subject to any exemption provided to the Defendant by State or Federal Law.

5. TD Bank knows of no other person indebted to the Defendant or any other person who may have any effects, goods, money or chattels of the said Defendant, nor did TD Bank have in its possession or control any other tangible personal property of the Defendant.

6. Having fully answered the Writ of Garnishment served upon it, pursuant to Florida Statutes § 77.28 TD Bank demands that the party applying for such writ shall pay to Zeichner Ellman & Krause LLP, Attn: Barry J. Glickman, Esq., 1211 Avenue of the Americas, 40th Floor, New York, NY 10036, the sum of \$100. representing partial reimbursement for attorneys' fees expended by TD Bank in responding to this Writ of Garnishment.

WHEREFORE, TD Bank prays this Court enter its judgment determining proper disposition of any funds held pursuant to the Writ of Garnishment and hereby demands payment of statutory garnishment fees to be made payable to TD Bank, N. A.'s attorney.

Dated: July 15, 2021

ZEICHNER ELLMAN & KRAUSE LLP
By: 
Barry J. Glickman, Esq.
Attorneys for Garnishee
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