

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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

Plaintiff,

vs.

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

CHRIS AND SHELLEY ARDUINI, et al,

Defendant,

And

SUNTRUST BANK,

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 (DE 851) 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:

Exhibit "A"

<u>ACCOUNT TYPE AND NUMBER</u>	<u>NAME AND ADDRESS</u>	<u>AMOUNT HELD IN ACCT.</u>
Checking Account # ending 4013	DIVERGENT INVESTMENTS LLC 3642 LYNDAL AVE BALTIMORE MD 21213-1928	Balance in account is \$43,923.88. Holding \$43,923.88 pursuant to the Writ of Garnishment.
Money Market Account # ending 4047	DIVERGENT INVESTMENTS LLC 3642 LYNDAL AVE BALTIMORE MD 21213-1928	Balance in account is \$147.82. Holding \$147.82 pursuant to the Writ of Garnishment.

2. Prior to retaining the sum described above, Garnishee has offset an administrative fee of \$100.00 as allowed by Garnishee's deposit agreement and not as an attorney fee.

3. 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.

4. 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.

5. 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

6. 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.**

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been filed via CM/ECF and served via email and/or U.S. Mail on this 20th day of July, 2021 to:

BEATRIZ MCCONNELL, ESQ.
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/s/David S. Hendrix

David S. Hendrix, Esquire