

IN THE COUNTY COURT, CIVIL DIVISION, SARASOTA COUNTY, FLORIDA.

FORD MOTOR CREDIT COMPANY LLC

Plaintiff,

vs.

Case No.

AND

Defendants,

and

Garnishee.

CONTINUING WRIT OF GARNISHMENT AGAINST SALARY OR WAGES
OF DEFENDANT
PURSUANT TO § 77.0305, FLORIDA STATUTES

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to summon the Garnishee, whose address is , whose **C/O, REGISTERED AGENT** , who is required to serve an answer to this writ on SOLOMON, VIGH & SPRINGER, P.A., Plaintiff's attorney, whose address is P.O. BOX 3275, TAMPA, FLORIDA 33601, within 20 days after service of this writ, exclusive of the day of service, and to file the original with the Clerk of Court either before service on the attorney or immediately thereafter. The answer shall state whether the Garnishee is the employer of the Defendant, , and whether the Garnishee is indebted to the Defendant by reason of salary or wages. The Garnishee's answer shall specify the periods of payments (for example, weekly, biweekly, or monthly) and amount of salary or wages and be based on the Defendant's earnings for the pay period during which this writ is served on the Garnishee.

During each pay period, a portion of the Defendant's salary or wages as it becomes due shall be held and not disposed of or transferred until further order of this Court. The amount of salary or wages to be withheld for each pay period shall be made in accordance with the following paragraph. This writ shall continue until the Plaintiff's judgment and all accrued post-judgment interest is paid in full or until otherwise provided by court order.

Case No.

Continuing Writ of Garnishment

Page 2

Federal law (15 U.S.C. §§ 1671-1673) limits the amount to be withheld from salary or wages to no more than 25% of any individual defendant's disposable earnings (the part of earnings remaining after the deduction of any amounts required by law to be deducted) for any pay period or to no more than the amount by which the individual's disposable earnings for the pay period exceed 30 times the federal minimum hourly wage, whichever is less.

For administrative costs, the Garnishee may collect \$5.00 against the salary or wages of the Defendant for the first deduction and \$2.00 for each deduction thereafter.

The total amount of the final judgment outstanding as set out in the Plaintiff's motion is \$28,390.33 as of November 7, 2023, the date of the motion for continuing writ against salary or wages, with post-judgment interest accruing at rate set forth by § 55.03, Fla. Stat. Pursuant to § 55.03, Fla. Stat., post-judgment interest shall be adjusted annually on January 01 of each year in accordance with the interest rate set by the Chief Financial Officer until the Judgment is paid. Post-judgment interest is currently accruing on the outstanding judgment balance at the rate of 5.51%, pursuant to § 55.30, Fla. Stat., with a *per diem* accrual of \$1.99.

THE GARNISHEE'S FAILURE TO FILE AN ANSWER WITHIN THE TIME REQUIRED MAY RESULT IN THE ENTRY OF JUDGMENT AGAINST THE GARNISHEE FOR THE ABOVE TOTAL AMOUNT OF \$28,390.33 as of November 7, 2023, THE DATE OF THE MOTION FOR CONTINUING WRIT AGAINST SALARY OR WAGES, WITH POST-JUDGMENT INTEREST ACCRUING AT THE STATUTORY RATE SET FORTH BY § 55.30, FLA. STAT.

DONE AND ORDERED at Sarasota, Florida, this ____ day of _____, 2023.

By: _____


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007949 NC

PREPARED BY:

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e-Signed 11/29/2023 3:44 PM 2007 CC 007949 NC
(Court Seal)