

NOTICE TO DEFENDANT OF GARNISHMENT.

THE STATE OF ALABAMA, }
BALDWIN
COLBERT COUNTY. }

CIRCUIT COURT.

EYE, EAR, NOSE & THROAT CLINICAL ASSOCIATES Plaintiff

vs.

JAMES E. AMOS, JR., Defendant

R. M. BLACK PRODUCE CO., INC., Garnishee

To Any Sheriff of the State of Alabama—GREETING:

You are hereby commanded to notify James E. Amos, Jr.

Defendant..... in the above-stated cause, that a Writ of Garnishment was this day issued from this Court

to R. M. Black Produce Co., Inc.

as Garnishee..... for the sum of \$123.41

..... DOLLARS,

..... in said cause.

Witness my hand, this 26th day of July, 1976

Carrie B. Blackburn, Clerk.

No. 13390 1/2

THE STATE OF ALABAMA,
~~BALDWIN~~
~~CALBERT~~ COUNTY.

CIRCUIT COURT

NOTICE TO DEFENDANT

EYE, EAR, NOSE & THROAT
CLINICAL ASSOC. Plaintiff.
vs.

JAMES E. AMOS, JR.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Rt. 1, Box 34 C Defendant.
Loxley, AL 36551

or

c/o R. M. Black, Jr.
Loxley, AL

*Robert Blake
in trailer back
of Harris store*

Executed this 23 day of

Aug., 1976,

by leaving a copy of the within Notice with

James E. Amos, Jr.

James E. Amos, Jr.
Defendant.

Thomas H. Benton
Sheriff.

By T. C. Myrick
Deputy Sheriff.

Sheriff Claimed 50 Miles At
Fourteen Cents Per Mile Total \$ 7.00

THOMAS H. BENTON, SHERIFF
T. C. Myrick D.

RECEIVED

JUL 27 1976

THOMAS H. BENTON
SHERIFF

AFFIDAVIT IN GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA

MOBILE

COUNTY

Before me the undersigned authority

Eye, Ear, Nose & Throat Clinical Associates who, being duly sworn, depose and say that
Plaintiff recovered a judgment at the Court of said County, against James E. Amos, Jr. Term, A. D., 19 76 of said
Circuit Court of said County, against James E. Amos, Jr. Defendant

for the sum of \$123.41

and the further sum of

and that R. M. Black Produce Co., Inc., Loxley, Alabama Dollars, cost of suit;

supposed to be indebted to the said Defendant, or to have effects of the said Defendant in its
possession or under its control, and that he believe that process of Garnishment against
the said R. M. Black Produce Co., Inc. is necessary to obtain satisfaction of said judgment.

Gregory B. McAtee
GREGORY B. MCATEE

Subscribed and sworn to before me, this 23

day of July

Philion White, A. D., 19 76
NOTARY PUBLIC

XXXX
XXXX

MEMO-LETTER

R. M. BLACK, JR., PRODUCE, INC.
LOXLEY, ALABAMA 36551
Phone (205) 964-5785 or 964-5227

1373200 1/2

REPLY

MESSAGE

TO Eunice Blackmon
Circuit Clerk of Baldwin County
Bay Minette, Ala.

DATE 8/17/76

Dear Eunice:

We were today served a garnishment on

James E. Amos, Jr.

He has been employed as a truck driver for
our company, but at present he is off duty
for an undetermined length of time, this due
to injury.

Please advise.

DATE

FILED

AUG 18 1976

EUNICE B. BLACKMON CIRCUIT CLERK

SIGNED

SIGNED

THIS COPY FOR PERSON ADDRESSED

FORM AVAILABLE
882 THIRD AVE., B.

M GRAYARC CO., INC.
YN., N. Y. 11232

13,390 1/2

AFFIDAVIT IN GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA

MOBILE

COUNTY

Before me the undersigned authority

the ~~XXXXXX~~ Notary Public Court of said County, personally appeared Gregory B. McAtee

who, being duly sworn, depose and say that

Eye, Ear, Nose & Throat Clinical Associates

Plaintiff recovered a judgment at the Term, A. D., 19 76 of said

Circuit Court of said County, against James E. Amos, Jr.

Defendant

for the sum of \$123.41

Dollars

and the further sum of Dollars, cost of suit;

and that R. M. Black Produce Co., Inc., Loxley, Alabama

supposed to be indebted to the said Defendant, or to have effects of the said Defendant in its

possession or under its control, and that he believe that process of Garnishment against

the said R. M. Black Produce Co., Inc.

is necessary to obtain satisfaction of said judgment.

Gregory B. McAtee
GREGORY B. MCATEE

Subscribed and sworn to before me, this 23 day of July, A. D., 19 76

FILED

Phillips White
NOTARY PUBLIC

~~XXX~~

JUL 26 1976

EUNICE B. BLACKMON
CIRCUIT CLERK

CIRCUIT

COURT OF BALDWIN COUNTY, ALABAMA

CASE NO. 13,390

TO ANY SHERIFF OF THE STATE OF ALABAMA. . GREETINGS:

WHEREAS, on the 21 day of May 19 76 in the CIRCUIT Court of BALDWIN County, Alabama EYE, EAR, NOSE & THROAT CLINICAL ASSOC. Plaintiff recovered Judgment against JAMES E. AMOS, JR. Defendant for the sum of \$123.41 and costs, and has made affidavit as required by law that R.M.

BLACK PRODUCE CO., INC.

is supposed to be indebted to said Defendant or have effects of said Defendant in possession or under control, and believes that process of garnishment is necessary to obtain satisfaction of said Judgment.

YOU ARE THEREFORE COMMANDED to summon said garnishee to file sworn answer in said Court within 30 days from service of this writ, what garnishee was indebted to said defendant at time of service of this writ or at time of making answer thereto, and what will be due defendant by contract then existing, and what personal property, or things in action, are in garnishee's possession or under control, belonging to said defendant.

YOU ARE FURTHER COMMANDED TO NOTIFY GARNISHEE TO RATAIN THE WAGES, SALARY, OR OTHER COMPENSATION, SUBJECT TO GARNISHMENT AS PROVIDED BY SECTION 11 OF THE ALABAMA CONSUMER CREDIT ACT (SEE BELOW), DUE OR TO BECOME DUE TO SAID DEFENDANT, DURING SUCH PERIOD OF TIME NECESSARY TO ACCUMULATE THE SUM OF \$ \$123.41 JUDGMENT & COSTS, AND WHEN SAID SUM IS ACCUMULATED SAID GARNISHEE IS REQUIRED BY LAW TO PAY SAME INTO COURT IMMEDIATELY, AND IF EMPLOYMENT OF DEFENDANT IS TERMINATED BEFORE SAID SUM IS ACCUMULATED, THEN GARNISHEE IS REQUIRED TO REPORT TERMINATION AND PAY INTO COURT WITHIN 15 DAYS AFTER TERMINATION ALL SUMS WITHHELD.

Witness my hand July 26, 19 76

Emilee B. Blackmon CLERK.

- Answer form is provided on reverse side.
- If Garnishee fails to file sworn answer in Circuit Clerk's Office within 30 days from date Writ is received the Plaintiff can proceed for Judgment against Garnishee for amount of Plaintiff's claim plus Court Costs.

GARNISHMENT PROVISIONS OF THE ALABAMA CONSUMER CREDIT ACT

The Alabama Consumer Credit Act, effective October 1, 1971, limits the amount of an employee's disposable earnings which may be made subject to garnishment. An Opinion dated March 16, 1972 by the Attorney General, State of Alabama, makes these limitations applicable to all consumer loans, consumer credit sales and consumer leases, irregardless of when the debt was created, if the date of Judgment is later than October 1, 1971.

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings remaining after deduction from Gross earnings of any amount required by law to be withheld. Examples of such deductions are (1) Federal Income Tax, (2) Federal Social Security Tax, (3) State and City Tax. Disposable earnings do not include periodic payments pursuant to a pension, retirement or disability program.

RESTRICTIONS ON GARNISHMENT: The maximum part of the total disposable earnings subject to garnishment in any work week may not exceed the lesser of (A) twenty per cent (20%) of a person's disposable earnings for that week, OR (B) the amount by which his disposable earnings for that week exceed fifty times the federal minimum hourly wage in effect when payable. (currently this is \$1.60 an hour or \$80.00 a week.)

DETERMINING AMOUNT SUBJECT TO GARNISHMENT: The following examples illustrate the Statutory tests for determining the amounts subject to garnishment.

- (A) An employee's earnings may not be garnisheed in any amount where disposable earnings in a particular week are \$80.00 or less. For those paid on monthly basis the amount is \$346.66 and for those paid semi-monthly it is \$173.33.
- (B) If an employee's gross earnings in a particular week are \$110.00 and after deductions required by law his disposable earnings are \$90.00 . . . Both tests are applied to determine which is the lesser amount for garnishment purposes.
- | | | |
|-----|----------------------|-----------|
| (1) | \$90.00 x 20 percent | = \$18.00 |
| (2) | \$ 1.60 x 50 hours | = \$80.00 |
| | \$90.00 - \$80.00 | = \$10.00 |

In this week only \$10.00 may be garnisheed, since this is the lesser amount. (\$80.00 would be paid to employee)

- (C) If an employee's gross earnings in a particular week are \$150.00 and after deductions required by law his disposable earnings are \$125.00, the lesser figure would be determined as follows:

- | | | |
|-----|-----------------------|-----------|
| (1) | \$125.00 x 20 percent | = \$25.00 |
| (2) | \$ 1.60 x 50 hours | = \$80.00 |
| | \$125.00 - \$80.00 | = \$45.00 |

In this week only \$25.00 may be garnisheed, since this is the lesser amount (\$100.00 would be paid to employee.)

PROTECTION AGAINST DISCHARGE FROM EMPLOYMENT: The Federal Wage Garnishment Law (90-231) prohibits an employer from discharging any employee because his earnings have been subjected to garnishment for any one indebtedness.

13,390 1/2
CASE NUMBER

CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

EYE, EAR, NOSE & THROAT
CLINICAL ASSOCIATES
Plaintiff

vs.

JAMES E. AMOS, JR.
Defendant

R. M. BLACK PRODUCE CO., INC.
Garnishee

LOXLEY, ALABAMA
Address

GARNISHMENT ON
JUDGMENT

\$ Judgment
\$ Court Costs
\$ Mileage
\$ TOTAL

RECEIVED

Received JUL 2 1976
THOMAS H. BENTON 19
SHERIFF

RETURN

This Writ Executed by serving copy on

R. M. Black Produce Co.
by issuing Mrs R. M. Black
3-act.

DATE Aug. 17 19 76

Thomas H. Benton SHERIFF

BY: J. F. Hall D.S.

The space below is provided for Garnishee to
use for keeping a record.

Sheriff Claimed 5.0 Miles At

Chosen Cents Per Mile Total \$ 7.00

THOMAS H. BENTON, SHERIFF

J. F. Hall D.

13390 1/2
CASE NUMBER

EYE, EAR, NOSE & THROAT
CLINICAL ASSOCIATES

Plaintiff

vs.

JAMES E. AMOS, JR.

Defendant

CIRCUIT COURT
BALDWIN County, Alabama

Gregory B. Mcate, Dllf atty

ANSWER OF GARNISHEE

1. DEFENDANT EMPLOYED BY GARNISHEE
when Writ received, or when making this answer,
or during intervening time, and WILL WITH-
HOLD from the salary, wages, or compensation,
as required, and pay total into Court.

2. Defendant NOT EMPLOYED — Garnishee
NOT INDEBTED when Writ received, or when
making this answer, or during intervening time,
and have not in possession or control any be-
longings of said Defendant.

3. Defendant is NOT SUBJECT to garnishment
under the provisions of Section 11 of the
Alabama Consumer Credit Act.

Sworn to and subscribed before me, on the
day of 19

NOTARY PUBLIC