

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO. 13-10209 CA 01

ERT 163rd STREET MALL, LLC,

Plaintiff,

vs.

NOEL ENTERPRISES, L.L.C., LINDA
NOEL and MERCY NOEL,

Defendant,

and

CITY OF NORTH MIAMI, FLORIDA,

Garnishee.

**CITY OF NORTH MIAMI'S ANSWER TO
CONTINUING WRIT OF GARNISHMENT
AGAINST SALARY OR WAGES AS TO MERCY NOEL**

COMES NOW, the Garnishee, City of North Miami (City), a Florida municipal corporation, by and through its undersigned counsel, and answers Plaintiff's Continuing Writ of Garnishment Against Salary or Wages as to Mercy Noel (Writ) and in support states as follows:

1. Defendant, MERCY NOEL (Noel) is an employee of the City. The City is not indebted to Defendant Noel by reason of salary or wages.
2. Defendant Noel is not indebted to the City.
3. Defendant Noel earns wages on an hourly basis and is compensated weekly.
4. According to the City's payroll records, Defendant Noel's gross earnings based on a 40-hour work week is calculated at \$1,393.22. After all state and federal withholding deductions, Defendant Noel's net pay is \$691.51.

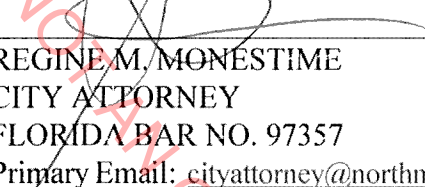
5. Commencing on July 12, 2014, the City will begin withholding Defendant Noel's wages in the amount of \$172.88 every pay period to satisfy the judgment in the total sum of \$73,465.53.

WHEREFORE, in compliance with this Writ, the City of North Miami proposes to disburse the total judgment sum of \$73,465.53, upon receipt of the Final Judgment.

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Transmission (Email) on this 16th day of July, 2014 to: Brian C. Willis, Esquire, 101 E. Kennedy Blvd., Suite 2800, Tampa, FL 33602.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY
CITY OF NORTH MIAMI
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North Miami, FL 33161
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By: 
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