IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
at _____

Plaintiff	Amount of Judgment $ _____
vs.	Case No._____
	Chapter _____
Defendant	Adv. Pro. No. _____
[Enter name and address of parties above]	

WRIT OF GARNISHMENT OF WAGES

TO THE GARNISHEE:
Address:

_____

_____

_____

YOU ARE HEREBY ORDERED to withhold the attachable wages of the Judgment Debtor for any work week or other pay period until the judgment, interest, and other charges and costs as specified under the terms of the judgment are satisfied or until otherwise notified by this Court. In addition to those mentioned in the Notice on Garnishment of Wages, other FEDERAL AND STATE EXEMPTIONS MAY BE AVAILABLE.

YOU ARE HEREBY ORDERED to send the amount withheld to the plaintiff or attorney for the plaintiff/creditor within fifteen (15) days after the close of the last pay period of the Judgment Debtor each month. If you assert a defense or are notified that the Judgment Debtor has done so, you are to send the withheld wages to the Court. If the following is checked, ☐ you must withhold any attachable wages and not distribute them, subject to further order of this Court, because the judgment is not yet final.

YOU ARE NOTIFIED that you MUST FILE A WRITTEN ANSWER in the Office of the Clerk of this Court within thirty (30) days after service of this Writ on you. The answer shall state whether the Judgment Debtor is an employee of the garnishee and, if so, the rate of pay and the existence of prior liens. The garnishee may assert any defense to the garnishment as well as any defense that the Judgment Debtor could assert. See the notice to Judgment Debtor below regarding possible exemptions. Failure to file a written answer may result in YOUR BEING HELD IN CONTEMPT. (Note: You may use the attached Answer of Garnishee of Wages form)

TO THE JUDGMENT DEBTOR:

YOU ARE HEREBY NOTIFIED of the right to contest the Garnishment BY FILING A WRITTEN MOTION asserting a defense or objection, in the Office of the Clerk of this Court, U.S. Courthouse, _____ . You may contest the garnishment at any time by filing a motion asserting a defense or objection. You are further notified that FEDERAL AND STATE EXEMPTIONS MAY BE AVAILABLE to you (see the Notice on Garnishment of Wages attached and the Answer of Judgment Debtor Form on the Court's website at www.mdb.uscourts.gov).

_____

Date Issued

Mark A. Neal_____

Clerk

Deputy Clerk

NOTICE ON GARNISHMENT OF WAGES

Commercial Law Article §§ 15-601 to 15-607 of the Annotated Code of Maryland and Maryland Rule 3-646 govern wage attachment procedures in the district courts (rules and provisions are provided in part below). Parties may also wish to reference the Maryland Rules for civil procedure in the circuit courts if relevant to their judgments. Please be aware of the following:

- By written motion, both Judgment Debtor and Garnishee may assert any defense to contest the attachment.
- If the Garnishee does not file a timely answer, the Court may, upon motion of the Garnisher, issue an order directing the Garnishee to show cause why the Garnishee should not be required to pay reasonable attorney's fees and costs.
- The Garnishee must notify the employee each pay period of the amount withheld and the method used to determine the amount. This may be done by use of pay stubs, pay slips, etc.
- If there is more than one attachment, each one is to be satisfied in full, in the order in which they are served upon the Garnishee.
- The law provides that an employer may not discharge an employee because the employee's wages are subjected to attachment for any one indebtedness within a calendar year and that any employer who willfully violates this provision is guilty of a misdemeanor and, on conviction, is subject to a fine not exceeding $1,000 or imprisonment not exceeding one year, or both.

Maryland Rules of Procedure

3-646(i) **Withholding and Remitting of Wages**. While the garnishment is in effect, the garnishee shall withhold all garnishable wages payable to the debtor. If the garnishee has asserted a defense or is notified that the debtor has done so, the garnishee shall remit the withheld wages to the court. Otherwise, the garnishee shall remit them to the creditor or the creditor's attorney within 15 days after the close of the debtor's last pay period in each month. The garnishee shall notify the debtor of the amount withheld each pay period and the method used to determine the amount. If the garnishee is served with more than one writ for the same debtor, the writs shall be satisfied in the order in which served.

3-646(k) **Termination of Garnishment**. A garnishment of wages terminates 90 days after cessation of employment unless the debtor is reemployed by the garnishee during that period.

Commercial Law Article – Annotated Code of Maryland

15-601.1 – **Exemption From Attachment**
a) Disposable wages. -- In this section, "disposable wages" means the part of wages that remain after deduction of any amount required to be withheld by law.

(b) Amounts of wages exempt; medical insurance payments. -- The following are exempt from attachment:
  (1) Except as provided in item (2) of this subsection, the greater of:
    (i) The product of $ 145 multiplied by the number of weeks in which the wages due were earned; or

(ii)   (ii) 75 percent of the disposable wages due;

(2) In Caroline, Kent, Queen Anne's, and Worcester counties, for each workweek, the greater of:

(i)   75 percent of the disposable wages due; or

(ii)   (ii) 30 times the federal minimum hourly wages under the Fair Labor Standards Act in effect at the time the wages are due; and

(3) Any medical insurance payment deducted from an employee's wages by the employer.

(c) Calculation per pay period. -- The amount subject to attachment shall be calculated per pay period.

15-602(a) – **<u>Continuing Lien</u>**

When an attachment is levied against the wages of a Judgment Debtor, it shall constitute a lien on all attachable wages that are payable at the time the attachment is served or which become payable until the judgment, interest, and costs, as specified in the attachment, are satisfied.