



DISTRICT COURT OF MARYLAND FOR _____

City/County

Located at _____ Case No. _____

Court Address

Name _____

Name _____

Address _____

Address _____

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

SERVE ON: _____ Employer / Garnishee Name

Address _____

- Serve by Sheriff. Send by Restricted Delivery Mail. Return to Plaintiff to serve.

REQUEST FOR GARNISHMENT ON WAGES (3-646) (WRGW)

PLEASE ISSUE A WRIT OF GARNISHMENT on the judgment in the above entitled case to be directed to the Employer/Garnishee above named. Judgment was by confession. Judgment was entered on THE AMOUNT NOW DUE on the judgment is as follows:

- \$ Original amount of judgment (excluding costs and attorney's fees)
\$ Less total credits
\$ Net
\$ Plus post-judgment interest, on \$, at % , for period from , to .
\$ Plus court costs due, including this Writ.
\$ Plus additional post-judgment interest on \$, at % , for period from , to .
\$ Plus attorney's fee, if allowed by judgment.
\$ TOTAL DUE ON JUDGMENT

GARNISHEE: See reverse side for additional instructions.

Signature of Plaintiff or Attorney
Address
Telephone

WRIT OF GARNISHMENT ON WAGES (3-646)

TO THE GARNISHEE:

YOU ARE HEREBY ORDERED to withhold the attachable wages of the Defendant/Debtor for any work week or other pay period until the judgment, interest, other charges and costs as specified in the Attachment are satisfied or until otherwise notified by this Court.

YOU ARE HEREBY ORDERED to withhold any attachable wages and not to distribute the same, subject to the further order of this Court. The underlying judgment has not as yet become final.

YOU ARE FURTHER ORDERED to remit the amount withheld to the Plaintiff/Creditor or his legal representative within fifteen (15) days after the close of the last pay period of the Defendant/Debtor each month. If you assert a defense or are notified that the Defendant has done so, you are to remit the wages to the Court.

YOU ARE FURTHER ORDERED, within (30) days of the date of the service of this Writ on you, to complete the Answer on the reverse side of this Writ and to return one copy to the Court, one to the Plaintiff/Creditor and one to the Defendant/Debtor. You must state whether the Defendant/Debtor is employed by you, and if so employed, state the rate of pay, and whether there are any prior attachments against the wages which are or may become payable. If you do not file a timely answer, the Court, on motion of the Creditor, may order you to show cause why you should not be held in contempt and require you to pay reasonable attorney's fees and costs.

Federal and State exemptions may be available.

The Judgment Debtor may at any time contest the Garnishment by filing a motion asserting defense or objection. A copy of this Writ shall be given to the Defendant.

Date

Judge/Clerk

INSTRUCTIONS TO GARNISHEE

1. Commercial Law Article Sections 15-601 to 607 of the Annotated Code of Maryland and Rule 3-646 govern wage attachment procedures.

2. By written motion, both a Defendant/Debtor and an Employer/Garnishee may assert any defense to contest the attachment.

3. If your answer denies the fact of employment, the Court may dismiss the attachment unless the Plaintiff/Creditor files a request for a hearing within fifteen (15) days of the receipt of the answer.

4. If you do not file a timely answer, the Court may, upon motion of the Plaintiff/Creditor, issue an order directing you to show cause why you should not be held in contempt of court, and why you should not be required to pay reasonable attorney's fees and costs.

5. You must notify the employee each pay period of the amount withheld and the method used to determine the amount. This may be done by the use of pay stubs, pay slips, etc.

6. If there is more than one attachment, they are to be satisfied in full, in the order in which they are served upon you.

7. This attachment remains a lien until the judgment is paid in full, or as long as the employee remains employed. Accruing interest may increase the amount of the judgment in the future, and it is also possible that additional costs accruing under the judgment may increase this total at a later date. It is also possible that payments made independently of this attachment may decrease the total balance due. Before ceasing to withhold any wages under this attachment, it is suggested that you communicate with the Plaintiff/Creditor or his attorney to ascertain that the judgment has been completely satisfied.

8. The attachment terminates ninety (90) days after cessation of employment, unless the Defendant/Debtor is re-employed during that ninety-day period.

9. The law provides that an employer may not discharge his 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.

EXEMPTIONS FOR GARNISHMENT

EXEMPT FROM GARNISHMENT ARE THE FOLLOWING: (1) the greater of: (a) the product of \$145 multiplied by the number of weeks in which the wages due were earned; OR (b) 75 percent of the disposable wages due; OR (2) In Caroline, Kent, Queen Anne's, and Worcester counties, for each work week, the greater of: (a) 75 percent of the disposable wages due; OR (b) 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. Other federal exemptions may be available.

Disposable wages means the part of wages that remain after deduction of any amount required to be withheld by law.

ANSWER

(TO BE FILED WITHIN 30 DAYS FROM RECEIPT OF THE WRIT OF GARNISHMENT ON WAGES.)

The answer of the Garnishee to the Writ of Garnishment served in this case, reports as follows:

The Defendant (name) _____ is not employed by this Garnishee and the Garnishee requests dismissal of the garnishment.

The Defendant (name) _____ is employed by this Garnishee, and the rate or basis of pay is _____.

The Garnishee asserts that _____.

There are other attachments against this employee's wages, as follows:

Name and Address of Court	Case Number	Plaintiff's Name and Address	Date Attached	Amount of Attachment
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

_____ Date

_____ Signature of Garnishee or Attorney

_____ Address

_____ Telephone

Copy to Plaintiff/Creditor
Copy to Defendant/Debtor
Copy to Court