CAUSE NO	DC-21-07558
CAUSE NO	

8888888

888888

COMPU TECH TAX SERVICES	,
LLC; KRISHAN ARORA,	

Plaintiffs-Garnishors,

v.

REJENDRA PATEL,

Defendant-Debtor;

BANK OF AMERICA,

Garnishee.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

298th

_JUDICIAL DISTRICT

ORDER ON PLAINTIFFS' EX PARTE EMERGENCY APPLICATION FOR A WRIT OF GARNISHMENT

On the // day of ______, 2021, the emergency application and supporting declaration submitted by Plaintiffs was presented ex parte.

For reasons stated herein, and after considering the record, the applicable law, and arguments of counsel the Court FINDS that the Application should be, and hereby is, GRANTED.

After considering the pleadings and all other papers on file with the Court, the evidence presented and the argument of counsel, the Court FINDS and CONCLUDES that Plaintiffs are entitled to a writ of garnishment as requested, for the reason that Plaintiffs have a filed a claim for a debt; that the debt is just, due, and unpaid; that the Defendant does not possess property in Texas that is subject to

execution and sufficient to satisfy the debt; and that the garnishment is not sought to injure either Defendant or Garnishee.

The Court further FINDS and CONCLUDES that:

- 1. On June 1, 2021, Defendant unlawfully caused \$208,349.33 to be transferred from Compu Tech's bank account to his own, personal Bank of America checking account ending x4407.
- 2. Defendant did not disclose that transfer to Plaintiff Arora or Compu-Tech.
 - 3. Plaintiff Arora did not consent to that money transfer.
 - 4. Compu Tech did not consent or authorize that money transfer.
- 5. There was never a vote to transfer or disburse \$208,349.33 (or any amount for that matter) to either Plaintiff Arora or Defendant.
- 6. No one at Compu Tech consented to or authorized a \$208,349.33 transfer to Defendant.

The Court further FINDS and CONCLUDES that issuance of the writ without prior notice to Defendant is justified under the circumstances for the reason that there is an immediate danger that Defendant would deplete all funds on account with Bank of America Corp. if afforded notice of these proceedings, and would dispose of those assets such that Plaintiff will not be able to satisfy its judgment against Defendant.

IT IS THEREFORE ORDERED that the clerk issue a writ of garnishment that commands Bank of America Corp., as garnishee, to appear as required by law and answer on oath what, if anything, the garnishee is indebted to Defendant, the amount of funds Defendant have on account at Bank of America Corp., the amount of funds Defendant had on account at the time the writ was served, and what other persons, if any, within the garnishee's knowledge, are indebted to or have any personal effects of Defendants.

IT IS FURTHER ORDERED that the maximum value of property, indebtedness, or funds on account that may be garnished is TWO HUNDRED EIGHT THOUSAND THREE HUNDRED FORTY-NINE DOLLARS AND THRITY-THREE CENTS in United States currency (\$208,349.33 USD). Further, the writ shall command Bank of America to NOT to permit Defendant to withdraw, transfer, dissipate, or otherwise dispose of any funds Defendant has on deposit in any of his accounts at Bank of America pending further Order of this Court without retaining funds of Defendant in an amount sufficient to satisfy the maximum value of property, indebtedness, or funds that may be garnished as above Ordered.

IT IS FURTHER ORDERED that Defendant, in order to replevy property garnished pursuant to the writ, shall file with the officer who levied the writ a bond, in conformity with the law, in the amount of TWO HUNDRED EIGHT THOUSAND THREE HUNDRED FORTY-NINE DOLLARS AND THRITY-THREE CENTS in United States currency (\$208,349.33 USD), unless Defendant files bond in an amount otherwise provided by the law and the Texas Rules of Civil Procedure.

SO ORDERED at Dallas, Texas on this 16 day of 2021.

PRESIDING JUDGE 0 1:45 pm