

**IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

SCHONEKAS, EVANS, McGOEY & McEACHIN, LLC,)	
)	
)	
Plaintiff,)	
v.)	MISC. NO. 21-0007-WS-N
)	
THE NICKS LAW FIRM, LLC, and SHANTRELL NICKS,)	
)	
)	
Defendants.)	
)	
BANCORPSOUTH BANK,)	
)	
)	
Garnishee.)	

ORDER

This matter comes before the Court on plaintiff's Motion to Order Garnishee to Pay Funds to Court Clerk and Disburse (doc. 14).

On August 30, 2021, plaintiff, Schonekas, Evans, McGoe & McEachin, LLC ("Schonekas"), filed a Clerk's Certification of a Judgment to Be Registered in Another District (doc. 1). That Certification reflected that on July 20, 2021, a Consent Judgment had been entered in the U.S. District Court for the Eastern District of Louisiana in a matter between Schonekas and defendants, The Nicks Law Firm, LLC and Shantrell Nicks (collectively, "Nicks"). By its terms, the Consent Judgment provided that judgment was entered in favor of Schonekas and against Nicks in the amount of \$89,278.87, plus \$2,575.00 in attorney's fees and costs, as well as applicable interest.

On September 2, 2021, the Clerk of Court of this District Court issued a Writ of Garnishment (doc. 6) to BancorpSouth Bank, Inc., along with a written Notice of such garnishment sent directly to Nicks, to which Nicks never responded. On September 30, 2021, the Clerk's Office received and docketed BancorpSouth's Affidavit and Answer and Request to Pay Money into Court (doc. 15). In that filing, which was dated September 22, 2021, BancorpSouth indicated that it was indebted to Nicks in the amount of \$36,054.90, and requested

leave of court to pay that amount into the hands of the Clerk of Court subject to the judgment in this case.

Pursuant to Alabama Code § 6-6-453(a), when a garnishee such as BancorpSouth admits indebtedness and the defendant has not executed bond for dissolution of the garnishment, “the garnishee may, by order of the court first had and obtained, pay the amount of such indebtedness or liability … into the hands of the clerk, to be held subject to the judgment in the case. Such payment has the effect to discharge the garnishee from liability for the amount so paid and interest subsequently accruing thereon.” Ala. Code § 6-6-453(a). Both BancorpSouth and Schonekas have requested such an order in this case, although Schonekas would have this Court direct BancorpSouth to pay over the funds directly to counsel for Schonekas, without passing through the intermediary of the Clerk of Court. Plaintiff cites no authority and offers no persuasive explanation why the § 6-6-453(a) procedure designating payment “into the hands of the clerk” may or should be bypassed or modified here.

For all of the foregoing reasons, Schonekas’s Motion to Order Garnishee to Pay Funds to Court Clerk and Disburse (doc. 14) is **granted in part**, and **denied in part**. The Garnishee, BancorpSouth Bank, is **ORDERED** to turn over all of the judgment debtors’ funds in its possession or control, in the amount of **\$36,054.90**, to the U.S. Clerk of Court for the Southern District of Alabama. Checks are to be made payable to the **Clerk of Court, U.S. District Court**, and must be mailed or delivered to the following address: Clerk of Court, U.S. District Court, 155 St Joseph Street, Mobile, AL 36602. Ref: Schonekas v. Nicks, Misc. No. 21-0007-WS-N. Upon payment of said funds to the Clerk of Court, Garnishee is **released** from the garnishment.

After the garnished funds have been received by the Clerk of Court, plaintiff may file an appropriate motion to condemn and disburse the garnishment funds to plaintiff’s counsel of record. The Clerk’s Office is **directed** to mail copies of this Order to The Nicks Law Firm, LLC, Shanrell Nicks, 2531 Colonnades Drive East, Mobile, AL 36695, and to BancorpSouth Bank, c/o registered agent CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, AL 36104.

DONE and ORDERED this 6th day of October, 2021.

s/ WILLIAM H. STEELE
UNITED STATES DISTRICT JUDGE