

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

MOHAMED SANKOH,

*

Plaintiff

*

v.

*

Civil Action No. 8:17-cv-2276-PX

LOVET AKO,

*

Defendant

*

MEMORANDUM OPINION AND ORDER

On April 6, 2018, a default judgment was entered in favor of Plaintiff Mohamed Sankoh and against Defendant Lovet Ako in the amount of \$29,572.61. ECF No. 10 at 13. Plaintiff moved for a writ of garnishment to CitiBank, N.A. (“CitiBank”), which the Court issued. ECF Nos. 34, 36. CitiBank answered, admitting that it had \$4,175.59 in seizable property under the writ. ECF No. 40.

When a garnishee files a timely answer, “the matters set forth in the answer [are] treated as established for the purpose of the garnishment proceeding unless the judgment creditor files a reply contesting the answer within 30 days after service.” Md. Rule 2-645(g); *see also Cadle Co. v. Chipman*, No. JFM-07-00108, 2008 WL 509094, at *1 (D. Md. Feb. 21, 2008). Plaintiff has not filed a reply contesting the answer filed by CitiBank and more than thirty days have passed since the answer was served.

Accordingly, it is this 13th day of November, 2018, by the United States District Court for the District of Maryland, ORDERED that:

1. The motion for judgment (ECF No. 41) filed by Plaintiff/Judgment Creditor Mohamed Sankoh, BE, and the same hereby IS, GRANTED;

2. Judgment is entered in favor of Plaintiff/Judgment Creditor Mohamed Sankoh in the amount of \$4,175.59 (four thousand one hundred seventy-five dollars and fifty-nine cents), plus any amount coming into the hands of Garnishee CitiBank, N.A. after service of the writ but not to exceed the amount owed under the Creditor's judgment against Debtor and enforcement costs. The Garnishee shall pay such amount to Judgment Creditor; and
3. The clerk will transmit copies of this Memorandum Opinion and Order to counsel for the parties.

November 13, 2018
Date

/S/
Paula Xinis
United States District Judge