

No. 2020-17807A

OIL STATES INDUSTRIES, INC.	§	IN THE DISTRICT COURT OF
d/b/a ACUTE TECHNOLOGICAL	§	
SERVICES,	§	
	§	
Plaintiff/Garnishor,	§	
	§	
VS.	§	HARRIS COUNTY, TEXAS
	§	
AMEGY BANK, a division of	§	
ZIONS BANCORPORATION, N.A.,	§	
	§	
Defendant/Garnishee,	§	190TH JUDICIAL DISTRICT

AGREED FINAL JUDGMENT IN GARNISHMENT

On the date set forth below, the Court considered the above-styled and numbered cause in which OIL STATES INDUSTRIES, INC. d/b/a ACUTE TECHNOLOGICAL SERVICES (“Plaintiff”) Plaintiff and Garnishor relative to DYNA TORQUE TECHNOLOGIES, INC. (“Judgment Defendant”); AMEGY BANK, a Division of ZIONS BANCORPORATION, N.A. f/k/a AMEGY BANK, N.A. is Garnishee (“Zions” or “Garnishee Bank”). Garnishor and Garnishee appeared personally or by and through their respective attorneys of record and announced to the Court that all matters of fact and things in controversy between them in the above-entitled cause had been fully and finally compromised and settled. Judgment Defendant did not appear. Having heard the agreement of the parties, and based on that agreement, the Court makes the following orders.

1. At the time the instant Writ of Garnishment was served upon Garnishee Bank, and at the time of filing its Answer, Garnishee Bank had the following deposit(s) at Garnishee Bank for the accounts of Judgment Defendant DYNA TORQUE TECHNOLOGIES, INC. (the “Judgment Defendant”):

Account #xxxxxxx0957	\$23,297.77
----------------------	-------------

(hereinafter referred to as the “Garnished Accounts”). These are the only amounts for which Garnishee Bank may have been indebted to the Judgment Defendant at the time the Writ was served.

2. At the time the instant Writ of Garnishment was served upon Garnishee Bank, and at the time of filing its Answer, Garnishee Bank did not and does not have in its possession any effects belonging to the Judgment Defendant, and Garnishee Bank had no knowledge of any other person, firm or corporation who has in its possession any effects belonging to the Judgment Defendant, other than the amount shown in Finding of Fact No. 1 above, and had no knowledge of any other person, firm or corporation who was or is indebted to the Judgment Defendant other than the amount set out in Finding of Fact No. 1 above.

3. Plaintiff represents and agrees under Tex. R. Civ. P. 11 either (1) by signing below, or (2) by accepting and cashing checks given in payment of this Judgment:

A. to the Court, and based upon that representation the Court finds, that the Plaintiff has given all of the notice(s) required by the statutes and rules of the State of Texas and this Court prior to the entry of this Judgment; that service upon the Bank is proper and valid; and, that the amount(s) awarded to the Plaintiff is due and owing to the Plaintiff and do not exceed the amounts due under the Judgment upon which this proceeding is based.

B. to the Garnishee Bank, (1) all of the representations in par. A immediately above; and (2) that, if for any reason this Judgment is appealed, attacked, modified, or vacated the Plaintiff shall deposit the funds now being paid into the Registry of this Court, at the election of the Garnishee Bank, within thirty (30) days from receiving notice of such appeal, attack, modification, or vacation, pending further Order of this Court regarding the same. Without this agreement Garnishee Bank would not pay these funds until all appeal periods had run.

4. Garnishee Bank represents and agrees under Tex. R. Civ. P. 11, by signing below,
A. to the Court, and based upon that representation the Court finds that the Garnishee Bank has been required to employ the law firm of Wells & Cuellar, P.C. to represent it in this garnishment proceeding and to file an Answer on behalf of Garnishee Bank; and, no complaints about the method of service upon the Garnishee Bank have been received by the Garnishee Bank from the Judgment Debtor as of the time of signing this Judgment.

5. Garnishee Bank is entitled to recover all reasonable attorneys' fees incurred by Garnishee Bank in the preparation, presentation and defense of this action. The Parties agree that a reasonable attorneys' fee for such service is \$1,000.00.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that OIL STATES INDUSTRIES, INC. d/b/a ACUTE TECHNOLOGICAL SERVICES, Plaintiff/Garnishor, recover from AMEGY BANK, a Division of ZIONS BANCORPORATION, N.A. f/k/a AMEGY BANK, N.A., a Garnishee, the sum of \$22,197.77, to be paid from the garnished funds.

IT IS FURTHER ORDERED that AMEGY BANK, a Division of ZIONS BANCORPORATION, N.A. f/k/a AMEGY BANK, N.A., Garnishee, recover the sum of \$1,000.00 for its costs and reasonable attorneys' fees, and \$100.00 in administrative fees from the sums in its possession belonging to Judgment Defendant.

IT IS FURTHER ORDERED that, upon satisfaction of this Agreed Judgment in Garnishment, AMEGY BANK, a Division of ZIONS BANCORPORATION, N.A. f/k/a AMEGY BANK, N.A., a Garnishee, be discharged from liability to Plaintiff/Garnishor OIL STATES INDUSTRIES, INC. d/b/a ACUTE TECHNOLOGICAL SERVICES, and Judgment Defendant.

IT IS FURTHER ORDERED that this judgment is final, fully disposes of all claims and all parties, and is appealable.

IT IS FURTHER ORDERED that all relief not expressly granted herein is denied.

SIGNED this _____ day of _____, 2022.

Signed:
7/12/2022



JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:

WELLS & CUELLAR, P.C.

/s/ Jeffrey D. Stewart

State Bar No. 24047327
jstewart@wellscuellar.com
440 Louisiana, Suite 718
Houston, Texas 77002
(713) 222-1281 Telephone
(713) 237-0570 Fax

Attorney for Garnishee
AMEGY BANK, a Division of ZIONS
BANCORPORATION, N.A. f/k/a AMEGY BANK, N.A.

BUCK KEENAN LLP

/s/ Andrew C. Wright

Andrew C. Wright
State Bar No. 24063077
wright@buckkeenan.com
2229 San Felipe, Suite 1000
Houston, Texas 77009
(713) 225-4500 Telephone
(713) 225-3719 Fax

Attorneys for Plaintiff/Garnishor
OIL STATES INDUSTRIES, INC.
d/b/a ACUTE TECHNOLOGICAL SERVICES

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Tina Grant on behalf of Jeffrey Stewart
Bar No. 24047327
tgrant@wellscuellar.com
Envelope ID: 66188029
Status as of 7/11/2022 1:49 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Andrew C.Wright		wright@buckkeen.com	7/11/2022 12:12:55 PM	SENT
Grant Harpold		gharpold@buckkeen.com	7/11/2022 12:12:55 PM	SENT
Jeffrey D.Stewart		jstewart@wellscuellar.com	7/11/2022 12:12:55 PM	SENT