

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

AMERICAN EXPRESS NATIONAL BANK,

Plaintiff,

vs.

Case No.: 50-2023-CA-015964-XXXXA-MB

YIFENG ZHANG,

Defendant,

and

CITIBANK, N.A.,

Garnishee.

**ANSWER OF GARNISHEE, CITIBANK, N.A., TO WRIT OF GARNISHMENT;
DEMAND FOR GARNISHEE'S ATTORNEYS' FEES**

Garnishee, CITIBANK, N.A., by and through its undersigned attorneys, and pursuant to Chapter 77, Florida Statutes, files this answer (the "Answer") to the Writ of Garnishment dated FEBRUARY 26, 2026, having been served by Plaintiff on MARCH 04, 2026, and states:

1. According to the records of CITIBANK, N.A., it was not indebted to the Defendant, **YIFENG ZHANG** (the "Defendant"), at the time of the service of the Writ, or at the time of this Answer, or at any time between such times, except as follows:

2. According to the records of CITIBANK, N.A., the Defendant maintained the following account(s) with CITIBANK, N.A.:

(a) Account No.: [REDACTED] Title: YIFENG ZHANG, this account was closed on 09/15/2023.

(b) Account No.: [REDACTED] Title: YIFENG ZHANG, this account was closed on 09/15/2023.

3. CITIBANK, N.A. has no tangible or intangible personal property of the Defendant in its possession or control at the time of this Answer nor at the time of service of the Writ of Garnishment or at any time between said service and the time of this Answer.

4. Other than what is listed above, CITIBANK, N.A. does not have knowledge of any other address for the Defendant. CITIBANK, N.A. does not have knowledge of any other person indebted to the Defendant or who may be in possession or control of any property of the Defendant.

5. CITIBANK, N.A. is unaware of any other person who has or appears to have an ownership interest in any property of the Defendant.

6. CITIBANK, N.A. has retained the undersigned attorneys and is obligated to pay the same a reasonable fee for their services in response to the Writ of Garnishment. CITIBANK, N.A. is entitled to their attorneys' fees and costs in this action pursuant to Chapter 77, Florida Statutes.

DEMAND FOR GARNISHEE'S ATTORNEYS' FEES

Garnishee, CITIBANK, N.A., by and through its undersigned attorneys, and pursuant to Section 77.28, Florida Statutes, hereby demands for payment one-hundred dollars (\$100.00) from Garnishment Judgment Creditor to "Adams and Reese LLP". Payment shall be sent to 100 North Tampa Street, Suite 4000, Tampa, Florida 33602 and should include the title of the action and the corresponding case number. Garnishee, CITIBANK, N.A., reserves its right for further application of attorneys' fees and costs incurred in this matter.

ADAMS AND REESE LLP

BY: /s/ Louis M. Ursini, III

Louis M. Ursini, III

Florida Bar No. 355940

Primary: Louis.Ursini@arlaw.com

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100 North Tampa Street, Suite 4000

Tampa, Florida 33602

Tel: 813-402-2880

Attorney for Garnishee, Citibank, N.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 6, 2026, the foregoing has been electronically filed with the Clerk of Court through the Florida Courts' E-Filing Portal. I further certify that the foregoing document is being served on this day on all counsel of record identified below, either via transmission of Notices of Electronic Filing generated by the E-Filing Portal or in some other authorized manner for those counsel or parties not authorized to receive electronic Notices of Electronic Filing:

American Express Legal
9550 Regency Square Blvd., Suite 501
Jacksonville, FL 32225
Judgment Creditor's Counsel

/s/ Louis M. Ursini, III

Louis M. Ursini, III

Florida Bar No. 355940