

## CHAPTER 571

### GARNISHMENT

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**571.01** MS 1941 Supp [Repealed, 1945 c 424 s 27]

**571.02** MS 1941 Supp [Repealed, 1945 c 424 s 27]

**571.03** MS 1941 Supp [Repealed, 1945 c 424 s 27]

**571.04** MS 1941 Supp [Repealed, 1945 c 424 s 27]

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**571.07** MS 1941 Supp [Repealed, 1945 c 424 s 27]

**571.08** MS 1941 Supp [Repealed, 1945 c 424 s 27]

**571.09** MS 1941 Supp [Repealed, 1945 c 424 s 27]

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**571.21** MS 1941 Supp [Repealed, 1945 c 424 s 27]

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**571.26** MS 1941 Supp [Repealed, 1945 c 424 s 27]

**571.27** MS 1941 Supp [Repealed, 1945 c 424 s 27]

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**571.30** MS 1941 Supp [Repealed, 1945 c 424 s 27]

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**571.41** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.42** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.43** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.44** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.45** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.46** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.47** MS 1974 [Repealed, 1976 c 335 s 24]

**571.471** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.48** MS 1974 [Repealed, 1976 c 335 s 24]

**571.49** MS 1974 [Repealed, 1976 c 335 s 24]

**571.495** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.50** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.51** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.52** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

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**571.58** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.59** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.60** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

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**571.62** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.63** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.64** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.65** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.66** Subdivision 1. [Renumbered 181.063]

Subd. 2. MS 1949 [Repealed, 1953 c 110 s 4; 1990 c 606 art 3 s 39]

Subd. 3. MS 1949 [Repealed, 1953 c 110 s 4; 1990 c 606 art 3 s 39]

**571.67** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.68** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

**571.69** MS 1988 [Repealed, 1990 c 606 art 3 s 39]

## GENERALLY

### **571.71 GARNISHMENT; WHEN AUTHORIZED.**

As an ancillary proceeding to a civil action for the recovery of money, a creditor may issue a garnishment summons as provided in this chapter against any third party in the following instances:

(1) at the time the civil action is commenced or at any time after the commencement of the civil action, but before the entry of a judgment, if the court orders the issuance of the garnishment summons pursuant to section 571.93;

(2) at any time 45 days or more after service of the summons and complaint upon the debtor in the civil action when a judgment by default could have, but has not, been entered pursuant to Rule 55.01(a) of the Minnesota Rules of Civil Procedure for the District Courts. Garnishment under this clause is effective only after the Notice of Intent to Garnish form in section 571.72, subdivision 11, and the Exemption form in section 571.72, subdivision 10, are served on the debtor at any time 20 or more days after the service of the Summons and Complaint and, in addition, the creditor does not receive an Answer from the debtor within 25 days after service of the Notice of Intent to Garnish. The Notice of Intent to Garnish form and the Exemption form must be substantially in the form set forth in section 571.72, subdivisions 10 and 11. If a creditor sends a Notice of Intent to Garnish form to a debtor under this clause, the creditor cannot obtain a default judgment against the debtor under Rule 55.01(a) of the Minnesota Rules of Civil Procedure for the District Courts until 25 days after the service of the Notice of Intent to Garnish form. No filing of a pleading or other documents by the creditor is required to issue a garnishment summons under this clause; however, the creditor must comply with the service requirement of section 571.72, subdivision 4; or

(3) at any time after entry of a money judgment in the civil action.

**History:** 1990 c 606 art 3 s 1; 2009 c 31 s 4

### **571.711 SCOPE OF GENERAL AND SPECIFIC PROVISIONS.**

General provisions and definitions relating to all garnishment proceedings, as authorized in this chapter, are set forth in sections 571.71 to 571.90. Specific provisions relating to garnishments involving financial institutions are set forth in sections 571.911 to 571.915. Specific provisions relating to the garnishment of earnings are set forth in sections 571.92 to 571.927. When a garnishment summons is issued against either earnings or funds in a financial institution, the applicable provisions cited in this chapter must be complied with in addition to the general provisions and definitions relating to all garnishment proceedings. Provisions contained in the statutory forms are incorporated in this chapter and have the same force of law as any other provision in this chapter.

**History:** 1990 c 606 art 3 s 2

### **571.712 DEFINITIONS.**

Subdivision 1. **Scope.** For the purposes of this chapter, the terms defined in this section have the meanings given them.

Subd. 2. **Definitions.** (a) "Creditor" means the party who has a claim for the recovery of money in the civil action whether that party is the plaintiff, defendant, or other party in the civil action and who is issuing or requesting the issuance of a garnishment summons.

(b) "Debtor" means a party against whom the creditor has a claim for the recovery of money in the civil action whether that party is the plaintiff, defendant, or other party in the civil action.

(c) "Garnishee" means the third party upon whom the garnishment summons is served.

(d) "Claim" means the unpaid balance of the creditor's judgment against the debtor or, in a prejudgment garnishment proceeding, the unpaid balance of the creditor's claim against the debtor and all lawful interest and costs and disbursements paid or incurred in the civil action or in the garnishment proceedings.

Subd. 3. **Designation of parties.** Each pleading or other document in the ancillary proceeding of garnishment must designate each party as creditor or debtor or garnishee.

**History:** 1990 c 606 art 3 s 3

**571.72 GENERAL GARNISHMENT PROVISIONS.**

Subdivision 1. **Rules of Civil Procedure.** Unless this chapter specifically provides otherwise, the Rules of Civil Procedure for the District Courts shall apply in all proceedings under this chapter.

Subd. 2. **Service of garnishment summons.** To enforce a claim asserted in a civil action venued in a court of record, a garnishment summons may be issued by a creditor and served upon the garnishee in the same manner as other summons in that court of record, except that service may not be made by publication. Service of a garnishment summons on the garnishee may also be made by certified mail, return receipt requested. A garnishment summons served by certified mail is effective if served at the garnishee's regular place of business. The effective date of service by certified mail is the time of receipt by the garnishee. A single garnishment summons may be addressed to two or more garnishees but must state whether each is summoned separately or jointly.

The garnishment summons must state:

(1) the full name of the debtor, the debtor's last known mailing address, and the amount of the claim that remains unpaid;

(2) the date of the entry of judgment against the debtor or that the debtor is in default pursuant to rule 55.01 of the Minnesota Rules of Civil Procedure for the District Courts. Where there is a prejudgment garnishment pursuant to section 571.93, the garnishment summons must include a copy of the court order;

(3) if the garnishment is on any indebtedness, money, or property other than earnings, the garnishee shall serve upon the creditor and upon the debtor within 20 days after service of the garnishment summons, a written disclosure, of the garnishee's indebtedness, money, or other property owing to the debtor and answers to all written interrogatories that are served with the garnishment summons. The garnishment summons shall also state that if the garnishment is on earnings and the debtor has garnishable earnings, the garnishee shall serve the disclosure within ten days of the last payday to occur within the 90 days after the date of service of the garnishment summons;

(4) that the creditor shall not require disclosure of the disposable earnings, indebtedness, money, or property of debtor in the garnishee's possession or under the garnishee's control in excess of 110 percent of the amount of the claim that remains unpaid;

(5) that the garnishee shall retain disposable earnings, indebtedness, money, or property of the debtor in the garnishee's possession or under the garnishee's control not in excess of 110 percent of the amount of the claim that remains unpaid, until the creditor causes a writ of execution to be served upon the garnishee, until the debtor authorizes release to the creditor, until the creditor authorizes release to the debtor, upon court order, or by operation of law;

(6) that after the expiration of the period of time specified in section 571.79 from the date of service of the garnishment summons, the garnishee's retention obligation automatically expires;

(7) that an assignment of wages made by the debtor within ten days before the service of the first garnishment summons on a debt is void and that any indebtedness to the garnishee incurred with ten days before the service of the first garnishment summons on a debt may not be set off against amounts otherwise subject to the garnishment.

Subd. 3. **Representation by an attorney.** Whenever a creditor is represented by an attorney, a responsive pleading or document from the garnishee or debtor under this chapter must be served on the creditor's attorney.

Subd. 4. **Service of garnishment summons on debtor.** A copy of the garnishment summons and copies of all other papers served on the garnishee must be served by mail at the last known mailing address of the debtor not later than five days after the service is made upon the garnishee. The first time a garnishment summons is served on the debtor pursuant to section 571.71, clause (2), the creditor shall also serve a copy of the affidavit of service of the original summons and complaint. Service of the garnishment documents on the debtor is effective upon mailing.

Subd. 5. **Garnishment disclosure form.** The creditor shall serve with the garnishment summons the applicable garnishment disclosure form substantially in the form set forth in section 571.75. The creditor may also serve written interrogatories with the garnishment summons.

Subd. 6. **Bad faith claim.** If, in a proceeding brought under subdivision 9, section 571.91, or a similar proceeding under this chapter to determine a claim of exemption, the claim of exemption is not upheld, and the court finds that it was asserted in bad faith, the creditor shall be awarded actual damages, costs, reasonable attorney fees resulting from the additional proceedings, and an amount not to exceed \$100. If the claim of exemption is upheld, and the court finds that the creditor disregarded the claim of exemption in bad faith, the debtor shall be awarded actual damages, costs, reasonable attorney fees resulting from the additional proceedings, and an amount not to exceed \$100. The underlying judgment shall be modified to reflect assessment of damages, costs, and attorney fees. However, if the party in whose favor a penalty assessment is made is not actually indebted to that party's attorney for fees, the attorney's fee award shall be made directly to the attorney and if not paid an appropriate judgment in favor of the attorney shall be entered.

Subd. 7. **Forms.** No creditor shall use a form that contains alterations or changes from the statutory forms that mislead debtors as to their rights and the garnishment procedure generally. If a court finds that a creditor has used a misleading form, the debtor shall be awarded actual damages, costs, reasonable attorney's fees resulting from additional proceedings, and an amount not to exceed \$100. All forms must be clearly legible and printed in not less than the equivalent of 10-point type. A form that uses both sides of a sheet must clearly indicate on the front side that there is additional information on the back side of the sheet.

Forms, including the statutory forms, used in garnishments of earnings for the satisfaction of judgments for child support must be changed by the creditor to reflect the fact that the 90-day period of effectiveness does not apply to these garnishments if the judgment creditor is a county and the employer is notified by the county when the judgment is satisfied.

Subd. 8. **Exemption notice.** In every garnishment where the debtor is a natural person, the debtor shall be provided with a garnishment exemption notice. If the creditor is garnishing earnings, the earnings exemption notice provided in section 571.924 must be served ten or more days before the service of the first garnishment summons. If the creditor is garnishing funds in a financial institution, the exemption notice provided in section 571.912 must be served with the garnishment summons. In all other cases, the exemption notice must be in the following form and served on the debtor with a copy of the garnishment summons.

**State of Minnesota**

**District Court**

County of: .....

Judicial District: .....

Court File Number: .....

Case Type: .....

Creditor's full name

**Exemption Notice**

.....

against

Debtor's full name

.....

and

Third Party (bank, employer, or other)

.....

A Garnishment Summons is being served on you. This means a creditor with a court judgment against you wants to take some of your money or property to pay the judgment. Some of your property may be exempt and can't be taken. 'Exempt' means protected. The following is a list of some common exemptions. It is not a complete list. For full details and dollar amounts set by law see section 550.37 of the Minnesota Statutes. If you have questions about an exemption, contact a lawyer for legal advice.

These things you or your family might have are protected:

- (1) equity in your home, or money from recently selling your home - up to \$510,000 total;
- (2) (i) all clothing, one watch, utensils, and foodstuffs;
  - (ii) household furniture, household appliances, radios, computers, tablets, televisions, printers, cell phones, smart phones, and other consumer electronics up to \$12,150 in all; and
  - (iii) jewelry - total value can't be more than \$3,308;
- (3) a manufactured (mobile) home you live in;
- (4) one motor vehicle, counting only the amount you have paid off:
  - (i) \$10,000;
  - (ii) \$12,500 if it is necessary for your business, trade, or profession;
  - (iii) \$25,000 if used by or to help someone with a disability that makes it hard to walk; or
  - (iv) \$100,000 if designed or modified for someone with a disability that makes it hard to walk;
- (5) farm machinery if your main business is farming. Tools, machines, or office furniture used in your business - the total value can't be more than \$13,000;
- (6) relief based on need. This includes:
  - (i) **MFIP** - Minnesota Family Investment Program;
  - (ii) **DWP** - MFIP Diversionary Work Program;
  - (iii) **SNAP** - Supplemental Nutrition Assistance Program;
  - (iv) **GA** - General Assistance;

(v) **EGA** - Emergency General Assistance;

(vi) **MSA** - Minnesota Supplemental Aid;

(vii) **MSA-EA** - MSA Emergency Assistance;

(viii) **EA** - Emergency Assistance;

(ix) **Energy or Fuel Assistance**;

(x) **Work Participation Cash Benefit**;

(xi) **MA** - Medical Assistance;

(xii) **MinnesotaCare**;

(xiii) **Medicare Part B** - Premium Payments help;

(xiv) **Medicare Part D** - Extra;

(xv) **SSI** - Supplemental Security Income;

(xvi) **Tax Credits** - federal Earned Income Tax Credit (EITC), Minnesota Working Family Credit; and

(xvii) **Renter's Refund** (also called Renter's Property Tax Credit);

(7) wages. 100% is protected if you get government assistance based on need. Otherwise, between 75-100% is protected depending on how much you earn;

(8) retirement benefits - the total interest under all plans and contracts can't be more than \$81,000;

(9) Social Security benefits;

(10) unemployment benefits, workers' compensation, or veterans' benefits;

(11) a retirement, disability, or accident pension or annuity;

(12) life insurance proceeds that are not more than \$54,000;

(13) earnings of your minor child;

(14) money from a claim for damage or destruction of exempt property - like household goods, farm tools, business equipment, a manufactured (mobile) home, or a car;

(15) sacred possessions - like the Bible, Torah, Qur'an, prayer rug, and other religious items. Total value can't be more than \$2,000;

(16) personal library - total value can't be more than \$750;

(17) musical instruments - total value can't be more than \$2,000;

(18) family pets - current value can't be more than \$1,000;

(19) a seat or pew in any house or place of public worship and a lot in any burial ground;

(20) tools you need to work in your business or profession - the total value can't be more than \$13,500;



(21) household tools and equipment - things like hand and power tools, snow removal equipment, lawnmowers, and more. Total value can't be more than \$3,000; and

(22) health savings accounts, medical savings accounts - the total value can't be more than \$25,000.

Subd. 9. **Motion to determine objections.** (a) This subdivision applies to all garnishment proceedings governed by this chapter. An objection regarding a garnishment must be interposed as provided in section 571.914, subdivision 1, in the form provided under section 571.914, subdivision 2.

(b) Upon motion of any party in interest, on notice, the court shall determine the validity of any claim of exemption and may make any order necessary to protect the rights of those interested.

(c) Upon receipt of a claim of exemption by the debtor, the creditor must, within six business days of the receipt of the exemption claim, either return any of the debtor's funds released by the garnishee and held by the creditor or interpose an objection. An objection must be interposed by:

(1) in the district court that issued the judgment, filing the Notice of Objection and requesting a hearing; and

(2) mailing or delivering one copy of the Notice of Objection and Notice of Hearing to the garnishee and one copy of the Notice of Objection and Notice of Hearing to the debtor.

Subd. 10. **Exemption notice for prejudgment garnishment.**

#### **Exemption Notice**

**Important Notice:** A garnishment summons may be served on your employer, bank, or other third parties. This can happen without any further court proceeding or notice to you. See the attached Notice of Intent to Garnish for more information.

**Some of your money in your account may be protected (the legal word is exempt) from garnishment.**

#### **Earnings (Wages)**

ALL or SOME of my wages may be protected.

... **Some** of my wages are protected because they were only deposited in my account in the last 20 days.

For wages that were deposited in your account within the last 20 days, the amount protected is whichever is more:

(i) 75 percent of your wages or more (after taxes are taken out), or

(ii) The current minimum wage times 40 per week. You can find the current minimum wage here: <https://www.dli.mn.gov/minwage>.

**All** of my wages are protected because:

... I get government benefits (a list of government benefits is on the next page)

... I am getting other assistance based on need

... I have gotten government benefits in the last 6 months

... I was in jail or prison in the last 6 months

If you check one of these four boxes, your wages are only protected for 60 days after they are deposited in your account. You **MUST send the creditor copies of bank statements** that show what was in your account **for the 60 days right before the bank froze your money.**

**Government Benefits**

Government benefits can include many things. For example:

- ... **MFIP** - Minnesota Family Investment Program
- ... **DWP** - MFIP Diversionary Work Program
- ... **SNAP** - Supplemental Nutrition Assistance Program
- ... **GA** - General Assistance
- ... **EGA** - Emergency General Assistance
- ... **MSA** - Minnesota Supplemental Aid
- ... **MSA-EA** - MSA Emergency Assistance
- ... **EA** - Emergency Assistance
- ... **Energy or Fuel Assistance**
- ... **Work Participation Cash Benefit**
- ... **MA** - Medical Assistance
- ... **MinnesotaCare**
- ... **Medicare Part B** - Premium Payments help
- ... **Medicare Part D** - Extra
- ... **SSI** - Supplemental Security Income
- ... **Tax Credits** - federal Earned Income Tax Credit (EITC), Minnesota Working Family Credit
- ... **Renter's Refund** (also called Renter's Property Tax Credit)

List the case number and county for every box you checked:

Case Number: ..... County: .....

Case Number: ..... County: .....

Case Number: ..... County: .....

Government benefits also include:

- ... **Social Security benefits**
- ... **Unemployment benefits**
- ... **Workers' compensation**

**... Veterans' benefits**

If you get any of these government benefits, include copies of any documents that show you get them.

... I get other assistance based on need that is not on the list. It comes from:.....  
.....

Make sure you include copies of any documents that show this.

**Other Protected Funds**

The money from these things are also completely protected after they are deposited in my account.

... Child Support

... A retirement, disability, or accident pension or annuity

... Earnings of my child who is under 18 years of age

... Payments to me from a life insurance policy

... Money paid to me from a claim for damage or destruction of property. Property includes household goods, farm tools or machinery, tools for my job, business equipment, a mobile home, a car, a musical instrument, a pew or burial lot, clothes, furniture, or appliances

... Death benefits paid to me

**You can claim these exemptions when you get a notice.** You will get the notice at least 10 days BEFORE a wage garnishment. BUT if the creditor garnishes your bank account, you won't get the notice until AFTER the account has been frozen. If you believe the money in your bank account or your wages are exempt, contact the person below right away. Tell them why you think your account or wages are exempt to see if you can avoid garnishment.

Creditor's Name: .....

(or creditor's lawyer's name)

Street Address: .....

City/State/Zip: .....

Phone: ..... Fax: .....

Email: .....

Subd. 11. **Notice of intent to garnish.** The notice of intent to garnish must be in substantially the following form:

**IMPORTANT! READ THIS CAREFULLY!**

**NOTICE OF INTENT TO GARNISH**

..... against .....  
Plaintiff/Creditor Defendant/Debtor

**Your money, property, or earnings are in danger of being garnished because you did not send a written "Answer" to the Summons and Complaint served on you over 20 days ago.**

There may not be a case filed in court, BUT because you did not send a written "Answer" the creditor may serve a garnishment summons on your employer, bank, or other third parties. This means that your money or wages can be garnished (held or taken). Under Minnesota law, this can happen any time 20 days after the date you receive this notice.

There will be **NO COURT HEARING** or any further notice to you prior to a garnishment if you do nothing. There may not be a file open at the Clerk of the Court's office. **There are things you can do to avoid a garnishment, but you must act quickly.**

Please read these instructions carefully. **You have 20 days** to do one of the following:

1. **Send an Answer.** If you do not think you owe the money or if you have a legal reason that you did not pay, send a written "Answer" to the Summons and Complaint. Your "Answer" should tell the creditor why you think you do not owe some or all of the money. Contact a lawyer if you do not know what to do, need help with an answer, or have any questions about the debt.

2. **Claim an Exemption.** Even if you do not have a defense to the complaint, some of your money may be protected (the legal word is exempt) from garnishment. This means it is protected and cannot be taken. The creditor will send you a form to claim these exemptions at a later time, **but you can possibly avoid the garnishment** by contacting the person below **immediately** to claim your exemption. Attached to this notice is a list of exemptions you may be able to claim.

3. **If you do not have a defense and your money is not exempt** you can **call** the person below before the 20 days are up and try to set up a payment plan that works for both you and your creditor. You can contact the person below at any time to try to work out a payment plan, but if you wait too long or cannot agree on a payment plan, they may garnish your wages, bank accounts, or assets.

**If you do not do any of these things, your money can be garnished.** The creditor can garnish your wages, bank accounts, or other assets. They do not have to go to court to let you know when they start taking your money.

LAW FIRM  
Dated:..... By:.....  
Attorney, #  
Attorneys for Plaintiff  
Address  
Telephone

*History: 1990 c 606 art 3 s 4; 1993 c 156 s 15; 1994 c 488 s 8; 1999 c 107 s 66; 1999 c 159 s 148; 2000 c 343 s 4; 2000 c 405 s 17; 2009 c 31 s 5,6; 2015 c 21 art 1 s 109; 1Sp2019 c 9 art 1 s 42; 2020 c 86 art 4 s 14,15; 2024 c 114 art 3 s 96,97; 2025 c 18 s 12,13*

**571.73 PROPERTY ATTACHABLE BY GARNISHMENT; GOOD FAITH REQUIREMENT.**

Subdivision 1. **Retention obligation.** Except as provided in subdivision 4 and section 571.79, service of the garnishment summons upon the garnishee shall obligate the garnishee to retain possession and control of the disposable earnings, indebtedness, money, and property of the debtor specified in subdivision 3, except that the garnishee shall not retain possession and control of disposable earnings, indebtedness, money, or property of the debtor in the garnishee's possession or under the garnishee's control in excess of 110 percent of the amount claimed by the creditor in the garnishment summons.

Subd. 2. **Garnishee good faith requirement.** The garnishee is not liable to the debtor, creditor, or other person for wrongful retention if the garnishee retains disposable earnings, indebtedness, money, or property of the debtor or any other person, pending the garnishee's disclosure or consistent with the disclosure the garnishee makes, if the garnishee has a good faith belief that the property retained is subject to the garnishment summons. In addition, the garnishee may, at any time before or after disclosure, proceed under rule 67 of the Minnesota Rules of Civil Procedure for the District Courts to make deposit into court. No garnishee is liable for damages if the garnishee complies with the provisions of this chapter.

Subd. 3. **Property attachable.** Subject to the exemptions provided by sections 550.37 and 571.922 and any other applicable statute, the service of a garnishment summons under this chapter attaches:

(1) except as otherwise provided in clause (4), all unpaid nonexempt disposable earnings owed or to be owed by the garnishee and earned or to be earned by the debtor within the pay period in which the garnishment summons is served and within all subsequent pay periods whose paydays occur within the 90 days after the date of service of the garnishment summons. "Payday" means the day upon which the garnishee pays earnings to the debtor in the ordinary course of business. If the debtor has no regular paydays, "payday" means the 15th day and the last day of each month;

(2) all other nonexempt indebtedness, money, or other property due or belonging to the debtor and owing by the garnishee or in the possession or under the control of the garnishee at the time of service of the garnishment summons, whether or not the same has become payable. The garnishee shall not be compelled to pay or deliver the same before the time specified by any agreement unless the agreement was fraudulently contracted to defeat a garnishment or other collection remedy;

(3) all other nonexempt intangible or tangible personal property of the debtor in the possession or under the control of the garnishee at the time of service of the garnishment summons, including property of any kind due from or in the hands of an executor, administrator, personal representative, receiver, or trustee, and all written evidences of indebtedness whether or not negotiable or not yet underdue or overdue; and

(4) for a garnishment on a judgment for child support by a county, all unpaid nonexempt disposable earnings owed or to be owed by the garnishee and earned or to be earned by the debtor within the pay period in which the garnishment summons is served and within all subsequent pay periods until the judgment is satisfied.

Subd. 4. **Property not attachable.** The following property is not subject to attachment by garnishment:

(1) any indebtedness, money, or other property due to the debtor, unless at the time of the garnishment summons the same is due absolutely or does not depend upon any contingency;

(2) any judgment in favor of the debtor against the garnishee, if the garnishee or the garnishee's property is liable on an execution levy upon the judgment;

(3) any debt owed by the garnishee to the debtor for which any negotiable instrument has been issued or endorsed by the garnishee;

(4) any indebtedness, money, or other property due to the debtor where the debtor is a bank, savings bank, trust company, credit union, savings association, or industrial loan and thrift companies with deposit liabilities;

(5) any indebtedness, money, or other property due to the debtor with a cumulative value of less than \$10; and

(6) any disposable earnings, indebtedness, money, or property that is exempt under Minnesota or federal law.

**History:** 1990 c 606 art 3 s 5; 1993 c 156 s 16; 1995 c 202 art 1 s 25; 2020 c 86 art 4 s 16

**571.74 GARNISHMENT SUMMONS AND NOTICE TO DEBTOR.**

The garnishment summons and notice to debtor must be substantially in the following form. The notice to debtor must be in no smaller than 14-point type.

**State of Minnesota**

**District Court**

County of: .....

Judicial District: .....

Court File Number: .....

Case Type: .....

Creditor's full name

.....

**Garnishment Summons**

and

Debtor's full name

.....

Third Party (bank, employer, or other)

.....

**Unpaid Balance:** .....

To the Third Party (garnishee) named above:

A court has ordered that you must serve a written statement to the creditor (or to the creditor's lawyer). You must do this within 20 days after you get this notice. Your written statement should include any money, or other property of the debtor that you have or owe to them. It should also include answers to any questions that are in this summons.

But, if the garnishment is on earnings and the debtor has earnings that can be garnished, fill out the completed disclosure form. Then serve it on the creditor (or the creditor's lawyer). It must be served within 10 days of the last payday within the 90 days after the date you got this summons. If the debtor has no regular paydays, "payday" means the 15th day and the last day of each month.

You don't have to disclose more than 110% of the unpaid amount that is owed to the creditor. Keep earnings that can be garnished, other indebtedness, money, or other property in your possession in an amount not to exceed 110 percent of the creditor's claim. Keep this until:

- (i) the creditor has a writ of execution served on you;
- (ii) the debtor gives you permission in writing to release the property to the creditor; or
- (iii) it's been ... days from the day you got this garnishment summons.

Then you give the debtor back the disposable earnings, other indebtedness, money, or other property.

**Earnings**

If you are summoned as a garnishee because you owe "earnings" to the debtor, then you must serve an Earnings Disclosure Form on the creditor (or the creditor's lawyer). The Earnings Disclosure Form must be in writing and must be served in the time limit set above. "Earnings" are defined on the Earnings Garnishment Disclosure Form attached to this Garnishment Summons.

In the case of earnings, you must keep all unpaid, nonexempt disposable earnings that you owe or will owe to the debtor during the pay period when this garnishment notice is delivered and for all pay periods within 90 days after this notice is served.

Any transfer of earnings made by the debtor to someone else within 10 days before the first garnishment notice is invalid. Any debt the debtor owes you from within those 10 days can't be used to lower the amount that can be garnished.

By law you can't fire or discipline the debtor because their earnings have been subject to garnishment.

This Garnishment Summons includes:

(check the boxes that apply)

- ..... Earnings garnishment (see attached Earnings Disclosure Form)
- ..... Nonearnings garnishment (see attached Nonearnings Disclosure Form)
- ..... Both Earnings and Nonearnings garnishment (see both attached Earnings and Nonearnings Disclosure Form)

**Notice to Debtor**

You are being served copies of a Garnishment Summons, Earnings Garnishment Disclosure Form, Nonwage Garnishment Disclosure Form, Garnishment Exemption Notices and/or written Interrogatories (strike out if not applicable). Copies of these same documents were also delivered to the Garnishee. The Garnishee was paid \$15.

Date: .....

Creditor's Signature: .....

(or creditor's lawyer's signature)

Creditor's Name: .....

(or creditor's lawyer's name)

Street Address: .....

City/State/Zip: .....

Phone: ..... Fax: .....

Email: .....

**History:** 1990 c 606 art 3 s 6; 2000 c 405 s 18; 2020 c 83 art 1 s 85; 2020 c 86 art 4 s 17; 2025 c 18 s 14

### 571.75 GARNISHEE DISCLOSURE.

Subdivision 1. **Garnishee to disclose.** The garnishee shall serve on both the creditor and the debtor, within 20 days after service of the garnishment summons, a written disclosure of the garnishee's indebtedness, money, or other property owing to the debtor. However, if the garnishment is on earnings and the debtor has garnishable earnings, the garnishee shall serve the disclosure and earnings disclosure worksheet within ten days after the last payday to occur within the 90 days after the date of the service of this garnishment summons. "Payday" means the day upon which the garnishee pays earnings to the debtor in the ordinary course of business. If the debtor has no regular paydays, "payday" means the 15th day and the last day of each month. The amount of the garnishee's disclosure need not exceed 110 percent of the amount of the creditor's claim that remains unpaid, after subtracting the total of setoffs, defenses, exemptions, ownership claims, or other interests. The answers to the garnishment disclosure form may be served personally or by first class mail. If the disclosure is by a corporation, it shall be made by an officer, managing agent, or other authorized person having knowledge of the facts.

Subd. 2. **Contents of disclosure.** The disclosure must state:

(a) If an earnings garnishment disclosure, the amount of disposable earnings earned by the debtor within the debtor's pay periods as specified in section 571.921.

(b) If a nonearnings garnishment disclosure, a description of any personal property or any instrument or papers relating to this property belonging to the judgment debtor or in which the debtor is interested or other indebtedness of the garnishee to the debtor.

(c) If the garnishee asserts any setoff, defense, claim, or lien on disposable earnings, other indebtedness, money, or property, the garnishee shall disclose the amount and the facts concerning the same.

(d) Whether the debtor asserts any exemption, or any other objection, known to the garnishee against the right of the creditor to garnish the disposable earnings, other indebtedness, money, or property disclosed.

(e) If other persons assert claims to any disposable earnings, other indebtedness, money, or property disclosed, the garnishee shall disclose the names and addresses of these claimants and, so far as known by the garnishee, the nature of their claims.

(f) The garnishment disclosure forms and earnings disclosure worksheet must be the same or substantially similar to the following forms. If the garnishment affects earnings of the debtor, the creditor shall use the earnings garnishment disclosure form. If the garnishment affects any indebtedness, money, or property of the debtor, other than earnings, the creditor shall use the nonearnings garnishment disclosure form. Nothing



contained in this paragraph limits the simultaneous use of the earnings and nonearnings garnishment disclosure forms.

EARNINGS DISCLOSURE FORM AND WORKSHEET

State of Minnesota

District Court

County of: .....

Judicial District: .....

Court File Number: .....

Case Type: .....

Creditor's full name

.....

and

Debtor's full name

.....

Third Party (bank, employer, or other)

.....

Garnishment Earnings Disclosure

For Non-Child Support Judgments

This form is called a "Garnishment Earnings Disclosure" or "Disclosure." It is for the employer to fill out. The "debtor" is the person who owes money. The debtor gets a copy of this form for their own information. The debtor is also called a "judgment debtor."

The "creditor" is the party owed the money. The creditor is also called a "judgment creditor."

The "employer" is the "third party" or "garnishee." If the debtor asks how the calculations in this document were made, the employer **must** provide information about it.

Definitions

"Earnings": what is paid or payable to an employee, independent contractor or self-employed person for personal services (a job). Also called compensation. Compensation can be wages, salary, commission, bonus, payments, profit-sharing distributions, severance payment, fees or other. It includes periodic payments from a pension or retirement. It can also be compensation paid or payable to a producer for the sale of agricultural products. This can be things like milk or milk products, or fruit or other horticultural products. Or things produced in the operation of a family farm, a family farm corporation, or an authorized farm corporation. This is defined in section 500.24, subdivision 2.

"Disposable Earnings": the part of a person's earnings that are left after subtracting the amounts required by law to be withheld. **Note:** Amounts required by law to be withheld do not include things like health insurance, charitable contributions, or other voluntary wage deductions.

"Payday": the date when the employer pays earnings to the debtor for doing their job. If the debtor has no regular payday, then "payday" means the 15th and the last day of each month.

The Employer/Garnishee Must Answer The Following Questions:

1. Right now, do you owe money to the debtor for earnings?

Yes ..... No .....

2. Within 90 days from the date you were served with the garnishment, will you or may you owe money to the debtor for earnings?

Yes ..... No .....

3. Does the debtor earn more than the current Minnesota or federal minimum wage per week? (use the number that is more)

Yes ..... No .....

A. If you answer "No" to question 1, 2, or 3, you don't need to answer the rest of the questions. You don't have to do the Earnings Disclosure Worksheet. Sign the Earnings Disclosure Affirmation below and return this disclosure form to the creditor's attorney (or the creditor if not represented by an attorney). You must return it within 20 days after it was served on you.

B. If you answer "Yes" to question 1 or 2, and "Yes" to question 3, sign the Earnings Disclosure Affirmation below. You must return it to the creditor's attorney (or the creditor if not represented by an attorney) within 20 days. You must also fill out the rest of this form. Read the instructions for the Earnings Disclosure Worksheet.

**Earnings Disclosure Affirmation**

I, ..... (person signing Affirmation), am the third party/employer or I am authorized by the third party/employer to complete this earnings disclosure and have done so truthfully and to the best of my knowledge.

Date: .....

Signature of Third Party/Employer:

.....

Title: .....

Phone: .....

**Instructions for Completing the Earnings Disclosure Worksheet**

For each payday that falls within 90 days from the date the garnishment was served on you, you **must** calculate the amount of earnings to be withheld. Enter the amounts on the Earnings Disclosure Worksheet.

You **must**:

1. Withhold the amount of earnings listed in column I on the Earnings Disclosure Worksheet each payday.

2. After 90 days, return this Earnings Disclosure Worksheet to the creditor's attorney (or the creditor if not represented by an attorney). Include all the money withheld. Sign the Affirmation at the end of the worksheet before returning.

3. Deliver a copy of the disclosure and worksheet to the debtor within 10 days after the last payday that falls within the 90-day period.

If the debt (judgment) is fully paid off or if the debtor's job ends before the 90-day period is over, you need to do the last disclosure and withholdings within 10 days of their last payday that you withheld money.

**Calculating Percentage of Disposable Earnings**

**Note to Creditor:** You must fill out this chart before sending this form to the employer. Use the current minimum wage found online at: <https://www.dli.mn.gov/minwage>.

Minimum Wage = \$MW/hour.

if the weekly gross earnings are:	then this percentage of the disposable earnings are withheld:
Less than [40 X MW]	0%
[40 X MW + .01] to [60 X MW]	10%
[60 X MW + .01] to [80 X MW]	15%
[80 X MW + .01] or more	25%

**Employer:** Use this creditor's calculation chart to know what percentage of earnings should be withheld.

**Earnings Disclosure Worksheet**

.....

Debtor's Name

A	B	C
Payday Date	Gross Earnings	Disposable Earnings
1. ....	\$.....	\$.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....
5. ....	.....	.....
6. ....	.....	.....
7. ....	.....	.....

**Column A.** Enter the debtor's payday.

**Column B.** Enter the debtor's gross earnings for each payday.

**Column C.** Enter the debtor's disposable earnings for each payday.

D	E	F
% of withholding of Column C (Use the creditor's calculation chart)	Greater of 40 X MN or Fed. Min. Wage	Column C minus Column E
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....
5. ....	.....	.....
6. ....	.....	.....
7. ....	.....	.....

**Column D.** Enter the percentage of disposable earnings that will be withheld. Get this number from the creditor's calculation chart.

**Column E.** Calculate 40 times the current Minnesota minimum wage (or 40 times the current federal minimum wage) times the number of work weeks in each payday. Enter the bigger number here. **Note:** If a payday has extra days that are more than a full work week, count those extra days as part of a work week. Do this by dividing the number of extra workdays by the number of workdays in a normal week.

**Column F.** Subtract the amount in column E from the amount in column C and enter here.

G	H	I
Lesser of Column D and Column F	Setoff, Lien, Adverse Interest, or Other Claims	Column G minus Column H
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....
5. ....	.....	.....
6. ....	.....	.....

7. ....

Total of Column I= \$ .....

**Column G.** Look at column D and column F. Enter the smaller amount of the two here in column G.

**Column H.** Enter any amount claimed by you that would lower the amount of earnings that will go to the debtor. Things like:

- (i) a setoff,
- (ii) a defense,
- (iii) a lien,
- (iv) a claim, or
- (v) any amount claimed by any other person as an exemption or adverse interest.

**Note:** You must describe your claim(s) and the claims of others, if known, in the spaces after this worksheet.

Enter zero in column H if there are no claims by you or others which would lower the amount of earnings owed to the debtor.

**Note:** Any debt that happened within 10 days before you got the first garnishment on a debt may not be set off against the earnings that are affected by this garnishment. Any wage assignment made by the debtor within 10 days before you got the first garnishment on a debt is void. Wage assignment is when a debtor voluntarily agrees to money being taken out of their earnings.

**Column I.** Subtract the amount in column H from the amount in column G and enter here. This is the amount of earnings that go to the creditor.

**If you entered any amount in Column H** for any payday, describe those claims below. It doesn't matter if they are your claims, or the claims of others. For claims by others, list the names and addresses of each, and describe their claims, if you know.

.....

.....

.....

**Earnings Worksheet Affirmation**

I, ..... (person signing Affirmation), am the third party/employer or I am authorized by the third party/employer to complete this earnings disclosure and have done so truthfully and to the best of my knowledge.

Date: .....

Third Party's Name: .....

Third Party's Signature: .....

Phone: ..... Fax: .....

Email: .....

EARNINGS DISCLOSURE FORM AND WORKSHEET
FOR CHILD SUPPORT DEBTOR

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF .....

..... JUDICIAL DISTRICT

..... (Creditor)

..... (Debtor)

..... (Garnishee)

GARNISHMENT

EARNINGS DISCLOSURE

DEFINITIONS

"EARNINGS": For the purpose of execution, "earnings" means compensation paid or payable to an employee for personal services or compensation paid or payable to the producer for the sale of agricultural products; milk or milk products; or fruit or other horticultural products produced when the producer is operating a family farm, a family farm corporation, or an authorized farm corporation, as defined in section 500.24, subdivision 2, whether denominated as wages, salary, commission, bonus, or otherwise, and includes periodic payments pursuant to a pension or retirement, workers' compensation, or unemployment benefits.

"DISPOSABLE EARNINGS": Means that part of the earnings of an individual remaining after the deduction from those earnings of amounts required by law to be withheld. (Amounts required by law to be withheld do not include items such as health insurance, charitable contributions, or other voluntary wage deductions.)

"PAYDAY": For the purpose of execution, "payday(s)" means the date(s) upon which the employer pays earnings to the debtor in the ordinary course of business. If the judgment debtor has no regular payday, payday(s) means the 15th and the last day of each month.

THE GARNISHEE MUST ANSWER THE FOLLOWING QUESTION:

(1) Do you now owe, or within 90 days from the date the execution levy was served on you, will you or may you owe money to the debtor for earnings?

Yes .....

No .....

INSTRUCTIONS FOR COMPLETING THE
EARNINGS DISCLOSURE

A. If your answer to question 1 is "No," then you must sign the affirmation below and return this disclosure to the creditor's attorney (or the creditor if not represented by an attorney) within 20 days after it was served on you, and you do not need to answer the remaining questions.

B. If your answer to question 1 is "Yes," you must complete this form and the Earnings Disclosure Worksheet as follows:

For each payday that falls within 90 days from the date the garnishment summons was served on you, YOU MUST calculate the amount of earnings to be retained by completing steps 2 through 8 on page 2, and enter the amounts on the Earnings Disclosure Worksheet. UPON REQUEST, THE EMPLOYER MUST PROVIDE THE DEBTOR WITH INFORMATION AS TO HOW THE CALCULATIONS REQUIRED BY THIS DISCLOSURE WERE MADE.

Each payday, you must retain the amount of earnings listed in column G on the Earnings Disclosure Worksheet.

You must pay the attached earnings and return this earnings disclosure form and the Earnings Disclosure Worksheet to the creditor's attorney (or the creditor if not represented by an attorney) and deliver a copy to the debtor within ten days after the last payday that falls within the 90-day period. If the claim is wholly satisfied or if the debtor's employment ends before the expiration of the 90-day period, your disclosure should be made within ten days after the last payday for which earnings were attached.

For steps 2 through 8, "columns" refers to columns on the Earnings Disclosure Worksheet.

(2) COLUMN A. Enter the date of debtor's payday.

(3) COLUMN B. Enter debtor's gross earnings for each payday.

(4) COLUMN C. Enter debtor's disposable earnings for each payday.

(5) COLUMN D. Enter either 50, 55, 60, or 65 percent of disposable earnings, based on which of the following descriptions fits the child support judgment debtor:

(a) 50 percent of the judgment debtor's disposable income, if the judgment debtor is supporting a spouse or dependent child and the judgment is 12 weeks old or less (12 weeks to be calculated to the beginning of the work week in which the execution levy is received);

(b) 55 percent of the judgment debtor's disposable income, if the judgment debtor is supporting a spouse or dependent child, and the judgment is over 12 weeks old (12 weeks to be calculated to the beginning of the work week in which the execution levy is received);

(c) 60 percent of the judgment debtor's disposable income, if the judgment debtor is not supporting a spouse or dependent child and the judgment is 12 weeks old or less (12 weeks to be calculated to the beginning of the work week in which the execution levy is received); or

(d) 65 percent of the judgment debtor's disposable income, if the judgment debtor is not supporting a spouse or dependent child, and the judgment is over 12 weeks old (12 weeks to be calculated to the beginning of the work week in which the execution levy is received). (Multiply column C by .50, .55, .60, or .65, as appropriate.)

(6) COLUMN E. Enter here any amount claimed by you as a setoff, defense, lien, or claim, or any amount claimed by any other person as an exemption or adverse interest that would reduce the amount of earnings owing to the debtor. (Note: Any assignment of earnings made by the debtor to any party within ten days before the receipt of the first garnishment on a debt is void. Any indebtedness to you incurred by the debtor within the ten days before the receipt of the first garnishment on a debt may not be set off against amounts otherwise subject to the garnishment.)

You must also describe your claim(s) and the claims of others, if known, in the space provided below the worksheet and state the name(s) and address(es) of these persons.

Enter zero in column E if there are no claims by you or others that would reduce the amount of earnings owing to the judgment debtor.

(7) COLUMN F. Subtract the amount in column E from the amount in column D and enter here. This is the amount of earnings that you must remit for the payday for which the calculations were made.

AFFIRMATION

I, ..... (person signing Affirmation), am the garnishee or I am authorized by the garnishee to complete this earnings disclosure, and have done so truthfully and to the best of my knowledge.

Dated: .....

Signature

.....

Title

.....

Telephone Number

.....

EARNINGS DISCLOSURE WORKSHEET

Debtor's Name

A Payday Date	B Gross Earnings	C Disposable Earnings
1. ....	\$.....	\$.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....
5. ....	.....	.....
6. ....	.....	.....
7. ....	.....	.....
8. ....	.....	.....
9. ....	.....	.....
10. ....	.....	.....



D Either 50, 55, 60, or 65% of Column C	E Setoff, Lien, Adverse Interest, or Other Claims	F Column D minus Column E
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....
5. ....	.....	.....
6. ....	.....	.....
7. ....	.....	.....
8. ....	.....	.....
9. ....	.....	.....
10. ....	.....	.....
TOTAL OF COLUMN F \$.....		

\*If you entered any amount in column E for any payday(s), you must describe below either your claims, or the claims of others. For amounts claimed by others, you must both state the names and addresses of such persons, and the nature of their claim, if known.

.....

.....

.....

**AFFIRMATION**

I, ..... (person signing Affirmation), am the third party or I am authorized by the third party to complete this earnings disclosure worksheet, and have done so truthfully and to the best of my knowledge.

.....  
Signature

Dated: ..... (....) .....

Title

Phone Number

**NONEARNINGS DISCLOSURE FORM**

**State of Minnesota**

**District Court**

County of: .....

Judicial District: .....

Court File Number: .....

Case Type: .....

Creditor's full name

.....

against

Debtor's full name

.....

and

Third Party (bank, employer, or other)

.....

**Non-Earnings Disclosure  
For Non-Child Support Judgments**

This form is called a "Non-Earnings Disclosure" or "Disclosure." It is being sent to you because you might be holding property that belongs to the debtor, or you might owe money to the debtor.

You are the "third party" or "garnishee." The "debtor" is the person who owes money. The debtor is also called the "judgment debtor." The "creditor" is the person the debtor owes money to. The creditor is also called the "judgment creditor." The debtor owes \$..... to the creditor.

You must list any money or property you owe the debtor on the lines below and sign the affirmation. Write "none" on the line if that is your answer. You must then return this disclosure to the creditor (or the creditor's lawyer) within 20 days after you got it.

Fill in the date you got this disclosure:

.....(month) .....(day), .....(year)

On the date you got this disclosure, you owed the debtor:

(1) Money. Write down the amount of money you owe the debtor (except earnings).

.....

(2) Property. Write a short description of any personal property, instruments, or papers belonging to the debtor that you have in your possession. List the monetary value of each thing.

.....

(3) Setoff. If you claim a setoff, defense, lien, or claim against the amount on lines (1) and (2) above enter that amount on the line below. State the facts about your claim. **Note:** Any payment the debtor makes to the garnishee within the 10 days before they get the first garnishment order on that debt can't be used to lower the amount that is being garnished.

.....  
(4) Exemption. Enter any amounts or property that the debtor claims is exempt on the line below.  
.....

.....  
(5) Adverse Interest. Enter on the line below any amounts of the debtor's property that other people claim they own or have interest in.  
.....

.....  
(6) Enter the total of lines (3), (4), and (5) on the line below.  
.....

.....  
(7) Enter the difference obtained (never less than zero) when line (6) is subtracted from the sum of lines (1) and (2) on the line below.  
.....

.....  
(8) Figure out 110 percent of the amount of the creditor's claim which is still unpaid. Enter it on the line below.  
.....

.....  
(9) Look at (7) and (8). Put the smaller number on the line below. Hold this amount only if it is \$10 or more.  
.....

**AFFIRMATION**

I, ..... (person signing Affirmation), am the garnishee or I am authorized by the garnishee to complete this nonearnings garnishment disclosure. I have done so truthfully and to the best of my knowledge.

Date: .....

Name: .....

Signature: .....

Title: .....

Phone: ..... Email: .....

Subd. 3. **Oral disclosure.** Before or after the service of a written disclosure by a garnishee under subdivision 1, upon a showing by affidavit upon information and belief that an oral examination of the garnishee would provide a complete disclosure of relevant facts, any party to the garnishment proceedings may obtain an ex parte order requiring the garnishee, or a representative of the garnishee designated by name or by title, to appear for oral examination before the court or a referee appointed by the court. Notice of the examination must be given to all parties.

Subd. 4. **Supplemental complaint.** If a garnishee holds property, money, or other indebtedness by a title that is void as to the debtor's creditors, the property may be garnished although the debtor would be

barred from maintaining an action to recover the property, money, or indebtedness. In this and all other cases where the garnishee denies liability, the creditor may move the court at any time before the garnishee is discharged, on notice to both the debtor and the garnishee for an order making the garnishee a party to the civil action and granting the creditor leave to file a supplemental complaint against the garnishee and the debtor. The supplemental complaint shall set forth the facts upon which the creditor claims to charge the garnishee. If probable cause is shown, the motion shall be granted. The supplemental complaint shall be served upon the garnishee and the debtor and any other parties. The parties served shall answer or respond pursuant to the Minnesota Rules of Civil Procedure for the District Courts, and if they fail to do so, judgment by default may be rendered against them pursuant to section 571.82.

**History:** 1990 c 606 art 3 s 7; 1991 c 156 s 19; 1991 c 199 art 1 s 82; 1994 c 488 s 8; 1998 c 254 art 1 s 107; 1999 c 107 s 66; 2000 c 343 s 4; 2020 c 86 art 4 s 18,19; 2025 c 18 s 15

#### **571.76 GARNISHEE FEES.**

A garnishee shall be paid a \$15 fee by the creditor at the time of service of a garnishment summons. Failure to pay the fee renders the garnishment void, and the garnishee shall take no action. If a garnishee is required to appear and submit to oral examination, the garnishee shall be tendered, in advance of the examination, fees and mileage for attendance at the rate allowed by law to a witness. These fees may be recovered by the creditor as an allowable disbursement. In extraordinary cases, the garnishee may be allowed additional sums the court considers reasonable for attorneys fees and other necessary expenses. The court shall then determine which party bears the burden of this expense. If specific articles of personal property are garnished, the garnishee is not required to deliver the property to any person until payment of the garnishee's reasonable charges for storage.

**History:** 1990 c 606 art 3 s 8

#### **571.77 SALARY OF PUBLIC SERVANTS.**

The salary or wages of an official or employee of a county, town, city, or school district, or any department of these bodies, is subject to garnishment. The garnishment summons shall be served upon the auditor, treasurer, or clerk of the body, or head of the department of the body of which that person is an official or employee. The disclosure shall be made by the officer or person so served, or by some person designated by that person having knowledge of the facts. If payment is made by the county, town, city, or school district, or any department of these bodies pursuant to a judgment against it as garnishee, a certified copy of the judgment with a certificate of satisfaction to the extent of the payment endorsed on it shall be delivered to the treasurer as a voucher for the payment.

**History:** 1990 c 606 art 3 s 9

#### **571.771 MONEY DUE FROM STATE DEPARTMENTS.**

Money due or owing to any entity or person by the state on account of any employment, work, contract with, or services provided to any state department or agency is subject to garnishment. The garnishment summons may be served upon the head of the department or agency in the same manner as other summons in that court of record except that service may not be made by publication. Service of the garnishment summons may also be made by certified mail, return receipt requested. The disclosure must be made by the head of the department or agency, or by some person designated by the head having knowledge of the facts. If payment is made pursuant to judgment against the state as garnishee, a certificate of satisfaction to the

extent of the payment endorsed on it must be delivered to the head of the department or agency as a voucher for the payment.

**History:** 2000 c 405 s 19

#### **571.78 DUTIES OF A GARNISHEE.**

A garnishee shall:

(1) complete the garnishment disclosure form and return it to the creditor, and serve a copy on the debtor as required by section 571.75;

(2) retain nonexempt disposable earnings, indebtedness, money, or other property belonging to the debtor up to 110 percent of the amount claimed in the garnishment summons, as required by section 571.73, except as limited by section 571.922;

(3)(a) remit and deliver the garnished nonexempt disposable earnings, indebtedness, money, or other property to the creditor upon levy, written authorization of the debtor, court order, or operation of law. However, the garnishee shall not be compelled to deliver the nonexempt earnings, indebtedness, money, or other property at any time or place other than as stipulated in the contract between the garnishee and the debtor; or

(b) return the garnished nonexempt disposable earnings, indebtedness, money, or other property to the debtor when the garnishment retention period expires as set forth in section 571.79.

**History:** 1990 c 606 art 3 s 10

#### **571.79 DISCHARGE OF A GARNISHEE.**

Except as provided in paragraph (h), the garnishee, after disclosure, shall be discharged of any further retention obligation to the creditor with respect to a specific garnishment summons when one of the following conditions are met:

(a) The garnishee discloses that the garnishee is not indebted to the debtor or does not possess any money or other property belonging to the debtor that is attachable as defined in section 571.73, subdivision 3. The disclosure is conclusive against the creditor and discharges the garnishee from any further obligation to the creditor other than to retain all nonexempt disposable earnings, indebtedness, money, and property of the debtor which was disclosed.

(b) The garnishee discloses that the garnishee is indebted to the debtor as indicated on the garnishment disclosure form. The disclosure is conclusive against the creditor and discharges the garnishee from any further obligation to the creditor other than to retain all nonexempt disposable earnings, indebtedness, money, and property of the debtor that was disclosed.

(c) If the garnishee was served with a garnishment summons before entry of judgment against the debtor by the creditor in the civil action and the garnishee has retained any disposable earnings, indebtedness, money, or property of the debtor, 270 days after the garnishment summons is served the garnishee is discharged and the garnishee shall return any disposable earnings, indebtedness, money, and property to the debtor.

(d) If the garnishee was served with a garnishment summons after entry of judgment against the debtor by the creditor in the civil action and the garnishee has retained any disposable earnings, indebtedness, money, or property of the debtor, 180 days after the garnishment summons is served the garnishee is

discharged and the garnishee shall return any disposable earnings, other indebtedness, money, and property to the debtor.

(e) If the garnished indebtedness, money, or other property is destroyed without any negligence of the garnishee, the garnishee is discharged of any liability to the creditor for nondelivery of the garnished indebtedness, money, and other property.

(f) The court may, upon motion of an interested person, discharge the garnishee as to any disposable earnings, other indebtedness, money, and property in excess of the amount that may be required to satisfy the creditor's claim.

(g) The discharge of the garnishee pursuant to paragraph (a), (b), (c), or (d) is not determinative of the rights of the creditor, debtor, or garnishee with respect to any other garnishment summons, even another garnishment summons involving the same parties, unless and to the extent adjudicated pursuant to the procedures described in paragraph (h).

(h) The garnishee is not discharged if within 20 days of the service of the garnishee's disclosure or the return to the debtor of any disposable earnings, indebtedness money, or other property of the debtor, whichever is later, an interested person (1) serves a motion scheduled to be heard within 30 days of the service of the motion relating to the garnishment, or (2) serves a motion scheduled to be heard within 30 days of the service of the motion for leave to file a supplemental complaint against the garnishee, as provided under section 571.75, subdivision 4, and the court upon proper showing vacates the discharge of the garnishee.

**History:** 1990 c 606 art 3 s 11; 2000 c 405 s 20

571.80 MS 1998 [Repealed, 2000 c 405 s 25]

### 571.81 GARNISHMENT LIEN; PRIORITIES OF CREDITORS.

Subdivision 1. **Garnishment lien.** From the time of service of a garnishment summons upon a garnishee, either before or after judgment, the creditor has a perfected lien upon all disposable earnings, indebtedness, money, or other property of the debtor that is attached by garnishment pursuant to section 571.73, subdivision 3.

Subd. 2. **Priorities of creditors.** Except as provided in this subdivision or in section 518A.53, a perfected lien by garnishment is subordinate to a preexisting voluntary or involuntary transfer, setoff, security interest, lien, or other encumbrance that is perfected, but a lien perfected by garnishment is superior to such interests subsequently perfected. Priorities of creditors relating to multiple wage garnishments are set forth in section 571.923. An assignment of earnings made by the debtor to any party within ten days before the receipt of the first garnishment on a debt is void. Any indebtedness to the garnishee incurred by the debtor within the ten days before the receipt of the first garnishment on a debt may not be set off against amounts otherwise subject to the garnishment.

Subd. 3. **Continuity of garnishment lien.** When a lien by garnishment is perfected in disposable earnings, indebtedness, money, or property, neither that lien nor the date and priority of that lien is lost for any purpose when the creditor: (1) obtains the debtor's assignment of the same to the creditor; (2) levies execution upon the same or against the garnishee whether or not a release of garnishment accompanies the levy; or (3) obtains a court-ordered sale of the same.

**History:** 1990 c 606 art 3 s 13; 1991 c 199 art 1 s 83; 1997 c 203 art 6 s 92; 2005 c 164 s 29; 1Sp2005 c 7 s 28

**571.82 JUDGMENT AGAINST GARNISHEE.**

Subdivision 1. **Judgment upon failure to disclose.** If a garnishee fails to serve a disclosure as required in this chapter, the court may render judgment against the garnishee, upon motion by the creditor, for an amount not exceeding 110 percent of the amount claimed in the garnishment summons. The motion shall be supported by an affidavit of the facts and shall be served upon both the debtor and the garnishee. The court upon good cause shown may remove the default and permit the garnishee to disclose on just terms.

Subd. 2. **Limitation of liability.** Judgment against a garnishee shall be rendered, if at all, for the amount due to the debtor, or as much as may be necessary to satisfy the creditor's claim against the debtor, with costs taxed and allowed in the proceeding against the garnishee but not to exceed 110 percent of the amount claimed in the garnishment summons. This judgment discharges the garnishee from all claims of all parties named in the process in and to the property or money paid, delivered, or accounted for by the garnishee by force of the judgment.

**History:** 1990 c 606 art 3 s 14; 2000 c 405 s 21

**571.83 JOINDER AND INTERVENTION BY PERSONS IN INTEREST.**

If it appears that a person, who is not a party to the action, has or claims an interest in any of the disposable earnings, other indebtedness, money, or other property, the court shall permit that person to intervene or join in the garnishment proceeding. If that person does not appear, the court may summon that person to appear or order the claim barred. The person so appearing or summoned shall be joined as a party and be bound by the judgment.

**History:** 1990 c 606 art 3 s 15

**571.84 VALUATION AND DISPOSITION OF PROPERTY IN HANDS OF THE GARNISHEE.**

On motion of a person in interest the court may: (1) determine the value of property of the debtor in the hands of the garnishee; (2) make an order relative to the keeping, delivery, or sale of the property that is necessary to protect the rights of those interested; or (3) require the property to be delivered to a receiver or other person appointed by the court. If the garnishee refuses or neglects to comply with an order of the court, the garnishee may be held in contempt of court, and is also liable to the creditor for the value of the property, less the amount of a lien.

**History:** 1990 c 606 art 3 s 16

**571.85 LIEN OF GARNISHEE.**

If it appears that the garnishee has a security interest or lien on the indebtedness or property, the creditor, on motion, may be permitted to pay the amount of the lien or security interest, and the amount that is paid shall be repaid to the creditor, with interest, out of the proceeds from the sale of the indebtedness or property. The garnishee may sell the property to satisfy the lien, if a sale is authorized by the contract between the debtor and garnishee, at any time before the payment or tender.

**History:** 1990 c 606 art 3 s 17

**571.86 DISCHARGE NOT A BAR.**

If a person summoned as a garnishee is discharged pursuant to section 571.79, or released by the creditor, the discharge is no bar to an action brought against the garnishee by the debtor or other claimants.

**History:** *1990 c 606 art 3 s 18*

**571.87 TRANSFER TO ANOTHER COURT.**

In case of a change in venue or removal to a United States District Court, whether before or after full disclosure, the garnishment proceeding must be changed to the county or court to which the action is transferred. Written notice of the transfer, specifying the court to which the transfer is made, shall be served by the creditor on the garnishee. The transfer carries with it all pending proceedings and any disclosure made in those proceedings.

**History:** *1990 c 606 art 3 s 19*

**571.88 APPEAL.**

A party to a garnishment proceeding aggrieved by an order or final judgment may appeal as in other civil cases.

**History:** *1990 c 606 art 3 s 20*

**571.90 PENALTY IN CERTAIN GARNISHMENT PROCEEDINGS.**

A creditor who serves or causes to be served a garnishment summons before entry of judgment in the main action, except when garnishment before entry of judgment is permitted under this chapter, is liable to the debtor named in the garnishment proceedings in the amount of \$100, plus actual damages, plus reasonable attorney's fees and costs. Any action by a creditor made in bad faith and in violation of this chapter renders the garnishment void and the creditor liable to the debtor named in the garnishment in the amount of \$100, actual damages, and reasonable attorney's fees and costs.

**History:** *1990 c 606 art 3 s 21*

**FINANCIAL INSTITUTION****571.91 GARNISHMENT OF FUNDS AT A FINANCIAL INSTITUTION.**

Sections 571.911 to 571.915 relate to the garnishment of funds at a financial institution.

**History:** *1990 c 606 art 3 s 22*

**571.911 EXEMPTION NOTICE; DUTY OF FINANCIAL INSTITUTION.**

If the garnishment summons is used to garnish funds of a debtor who is a natural person and if the funds to be garnished are held on deposit at a financial institution, the creditor shall serve with the garnishee summons a notice, instructions, and two copies of an exemption notice. The notice, instructions, and exemption notices must be substantially in the forms set forth in section 571.912. Failure of the creditor to send the exemption notice renders the garnishment void, and the financial institution shall take no action. Upon receipt of the garnishment summons and exemption notices, the financial institution shall retain as much of



the amount under section 571.73 as the financial institution has on deposit owing to the debtor, but not more than 110 percent of the creditor's claim.

**History:** 1990 c 606 art 3 s 23; 2009 c 31 s 7

**571.912 FORM OF NOTICE, INSTRUCTIONS, AND EXEMPTION NOTICE.**

Subdivision 1. **Form of notice.** The notice, instructions, and exemption notice informing a debtor that a garnishment summons has been used to attach funds of the debtor to satisfy a claim must be a separate notice and must be substantially in the following form:

**State of Minnesota**

**District Court**

County of: .....

Judicial District: .....

Court File Number: .....

Case Type: .....

Creditor's full name

.....

Debtor's full name

.....

Third Party (bank, employer, or other)

.....

**Important Notice**

**Money in Your Account Has Been Frozen**

The Creditor has frozen money in your account at your bank.

**Your account balance is \$.....**

**The amount being held is \$.....**

The amount being held is frozen for 14 days from the date of this notice.

**Some of your money in your account may be protected (the legal word is exempt). You may be able to get it sooner than 14 days if you act quickly and follow the instructions on the next page.**

The attached exemption form lists some different ways money in your account may be protected. If your money comes from a benefit on the list, put a check on the line next to it. The creditor can't take it.

BUT, if you want the bank to unfreeze your money, **you must follow the instructions and return the exemption form with copies of your bank statements from the last 60 days.** Instructions and the form are attached. If you don't follow the instructions your bank gives the money to your creditor. If your creditor gets an order from the court or writ of execution, your bank gives the money to them. If that happens and your money is protected, you can still get it back from the creditor later. But filling out the form now is easiest.

See next pages for instructions and the exemption form.

Subd. 2. **Form of instructions.** The instructions required must be in a separate form and must be substantially in the following form:

**Instructions**

**Note:** The creditor is who you owe the money to. You are the debtor.

1. Fill out **both** of the attached exemption forms in this packet.

If you check one of the lines, you should also give proof. Use proof that shows that some or all of the money in your account is from one or more of the protected sources. This might be letters or account statements. Creditors may ask for a hearing if they question your exemptions.

**To avoid a hearing:**

- (i) Case numbers should be added to the form.
- (ii) Copies of documents should be sent with the form.

**Notice:** You must send copies of your bank statements for the past 60 days before the garnishment. Send them to the creditor (or to the creditor's lawyer). Keep a copy of your bank statements in case there are questions about your claim. If you don't send bank statements to the creditor (or to the creditor's lawyer) along with your exemption claim, the financial institution may give your money to the creditor. They would do this once the creditor gives them a court order saying they have to turn over the funds.

- 2. **Sign** the exemption forms. **Make a copy to keep for yourself.**
- 3. **Mail or deliver** the other copies of the form by (insert date).

**Both Copies Must Be Mailed or Delivered the Same Day.**

One copy of the form and the copies of your bank statements go to:

Creditor's Name: .....

(or creditor's lawyer's name)

Street Address: .....

City/State/Zip: .....

Phone: ..... Fax: .....

Email: .....

One copy goes to:

Bank's Name: .....

Street Address: .....

City/State/Zip: .....

Phone: ..... Fax: .....

Email: .....

**How The Process Works**

**If You Don't Send in the Exemption Form and Bank Statements:**

14 days after the date of this letter some or all of your money may be turned over to the creditor. This happens once they get an order from the court telling the bank to do this.

**If You Do Send in the Exemption Form and Bank Statements:**

Any money that is NOT protected can be turned over to the creditor once they get an order from the court.

**If the Creditor Does Not Object to Your Claimed Exemptions:**

The bank should unfreeze your money 6 business days after they get your completed form. If they don't, ask the creditor or the creditor's lawyer to send a release letter to the bank.

**If the Creditor Objects to Your Claimed Exemptions:**

The money you said is protected on the form is held by the bank. The creditor has 6 business days to object (disagree) and ask the court to hold a hearing. You get a Notice of Objection and a Notice of Hearing.

The bank holds the money until a court decides if your money is protected or not. Some reasons a creditor may object are because you didn't send copies of your bank statements or other proof of the benefits you got. Be sure to include these when you send your exemption form.

You may want to talk to a lawyer for advice about this process. If you are low income you can call Legal Aid statewide at 1(877) 696-6529.

**Warnings and Fines**

If you claim that your money is protected and a court decides you made that claim in bad faith, they can order you to pay costs, actual damages, lawyer fees, and a fine up to \$100. Bad faith is when someone does something wrong on purpose. For example, it may be bad faith if you claim you get government benefits and you don't.

If the creditor made a bad faith objection to your claim that your money is protected, the court can order them to pay costs, actual damages, lawyer fees, and a fine up to \$100.

Subd. 3. **Exemption notice.** The exemption notice must be a separate form and must be in substantially the following form:

**State of Minnesota**

**District Court**

County of: .....

Judicial District: .....

Court File Number: .....

Case Type: .....

Creditor's full name

.....

**Exemption Form**

vs.

Debtor's full name

.....

Bank's name

.....

**A. How Much Money is Protected (exempt)**

... I claim ALL of the money being frozen by the bank is protected.

... I claim SOME of the money is protected. The amount I claim is protected is \$.....

**B. Why The Money is Protected**

My money is protected because I get it from one or more of the following places: **(Check all that apply)**

**Earnings (Wages)**

ALL or SOME of my wages may be protected.

... **Some** of my wages are protected because they were only deposited in my account in the last 20 days.

For wages that were deposited in your account within the last 20 days, the amount protected is whichever is more:

(i) 75% of your wages or more (after taxes are taken out), or

(ii) The current minimum wage times 40 per week. You can find the current minimum wage here: <https://www.dli.mn.gov/minwage>.

**All** of my wages are protected because:

... I get government benefits (a list of government benefits is on the next page)

... I am getting other assistance based on need

... I have gotten government benefits in the last 6 months

... I was in jail or prison in the last 6 months

If you check one of these 4 boxes, your wages are only protected for 60 days after they are deposited in your account. You **MUST send the creditor copies of bank statements** that show what was in your account **for the 60 days right before the bank froze your money.**

**Government Benefits**

Government benefits can include many things. For example:

- ... **MFIP** - Minnesota Family Investment Program
- ... **DWP** - MFIP Diversionary Work Program
- ... **SNAP** - Supplemental Nutrition Assistance Program
- ... **GA** - General Assistance
- ... **EGA** - Emergency General Assistance
- ... **MSA** - Minnesota Supplemental Aid
- ... **MSA-EA** - MSA Emergency Assistance
- ... **EA** - Emergency Assistance
- ... **Energy or Fuel Assistance**
- ... **Work Participation Cash Benefit**
- ... **MA** - Medical Assistance
- ... **MinnesotaCare**
- ... **Medicare Part B** - Premium Payments help
- ... **Medicare Part D** - Extra
- ... **SSI** - Supplemental Security Income
- ... **Tax Credits** - federal Earned Income Tax Credit (EITC), Minnesota Working Family Credit
- ... **Renter's Refund** (also called Renter's Property Tax Credit)

List the case number and county for every box you checked:

Case Number: ..... County: .....

Case Number: ..... County: .....

Case Number: ..... County: .....

Government benefits also include:

- ... Social Security benefits
- ... Unemployment benefits
- ... Workers' compensation
- ... Veterans' benefits

If you get any of these government benefits, include copies of any documents that show you get them.

... I get other assistance based on need that is not on the list. It comes from:.....  
.....

Make sure you include copies of any documents that show this.

**C. Other Protected Funds**

The money from these things are also completely protected after they are deposited in my account.

... Child Support

... A retirement, disability, or accident pension or annuity

... Earnings of my child who is under 18 years of age

... Payments to me from a life insurance policy

... Money paid to me from a claim for damage or destruction of property. Property includes household goods, farm tools or machinery, tools for my job, business equipment, a mobile home, a car, a musical instrument, a pew or burial lot, clothes, furniture, or appliances

... Death benefits paid to me

I give my permission to any agency that has given me benefits to give information about my benefits to the creditor named above or to the creditor's lawyer. The information will **ONLY** be if I get assistance, or if I have gotten assistance in the past 6 months. If I was an inmate in the last 6 months, I give my permission to the correctional institution to tell the creditor named above or the creditor's lawyer that I was an inmate there.

**You must sign this form and send it back to the creditor's lawyer (or to the creditor, if there is no lawyer) and the bank. Remember to include a copy of your bank statements for the past 60 days. Fill in the blanks below and go back to the instructions to make sure you did it correctly.**

I mailed or delivered a copy of this form to the creditor (or to the creditor's lawyer) at the address listed below.

Creditor's Signature: .....

(or creditor's lawyer's signature)

Creditor's Name: .....

(or creditor's lawyer's name)

Street Address: .....

City/State/Zip: .....

Phone: ..... Fax: .....

Email: .....

I also mailed or delivered a copy of this exemption form to my bank at the address listed below:

Bank's Name: .....

Street Address: .....

City/State/Zip: .....

Phone: ..... Fax: .....

Email: .....

Date: .....

Debtor's Signature: .....

Debtor's Name: .....

Street Address: .....

City/State/Zip: .....

Phone: .....

Email: .....

**History:** 1990 c 606 art 3 s 24; 1992 c 464 art 1 s 56; 1993 c 156 s 17; 1994 c 488 s 8; 1999 c 107 s 66; 1999 c 159 s 149; 2000 c 343 s 4; 2000 c 405 s 22; 2009 c 31 s 8; 2015 c 21 art 1 s 109; 1Sp2019 c 9 art 1 s 42; 2025 c 18 s 16

**571.913 EFFECT OF EXEMPTION NOTICE.**

Within two business days after receipt of the garnishment summons, the notice, instructions, and two copies of the exemption notice, the financial institution shall serve upon the debtor the notice, instructions, and two copies of the exemption notice. The financial institution shall serve these forms by first class mail to the last known address of the debtor. If no claim of exemption is received by the financial institution within 14 days after the exemption notices are mailed to the debtor, the funds remain subject to the garnishment summons. If the debtor elects to claim an exemption, the debtor shall complete the exemption notices, sign them under penalty of perjury, and deliver one copy to the financial institution and one copy to the attorney for the creditor within 14 days of the date postmarked on the correspondence mailed to the debtor containing the exemption notices. The debtor is also required to include copies of bank statements for the prior 60 days with the exemption notice delivered to the attorney for the creditor. In the event that there is no attorney for the creditor, then the notice and the bank statements must be sent directly to the creditor. Failure of the debtor to deliver the executed exemption notice or copies of the required bank statements for the prior 60 days does not constitute a waiver of a claimed right to an exemption. Upon timely receipt of a claim of exemption, funds not claimed to be exempt by the debtor remain subject to the garnishment summons. All money claimed to be exempt shall be released to the debtor upon the expiration of six business days after the date postmarked on the envelope containing the executed exemption notice mailed to the financial institution, or the date of personal delivery of the executed exemption notice to the financial institution, unless within that time the creditor interposes an objection to the exemption.

**History:** 1990 c 606 art 3 s 25; 2009 c 31 s 9

**571.914 OBJECTION TO EXEMPTION CLAIM.**

Subdivision 1. **Objections and request for hearing.** (a) The Notice of Objection and Notice of Hearing form must be substantially in the form set out in subdivision 2.

(b) The court administrator may charge a fee of \$1 for the filing of a Notice of Objection and Notice of Hearing. Upon the filing of a Notice of Objection and Notice of Hearing, the court administrator shall schedule the matter for hearing no sooner than five business days but no later than seven business days from the date of filing. A debtor may request continuance of the hearing by notifying the creditor and the court. The court shall schedule the continued hearing within seven days of the original hearing date.

(c) An order stating whether the debtor's funds are exempt shall be issued by the court within three days of the date of the hearing.

Subd. 2. **Form of Notice of Objection and Notice of Hearing.** The Written Objection and Notice of Hearing must be in substantially the following form:

**State of Minnesota**

**District Court**

County of: .....

Judicial District: .....

Court File Number: .....

Case Type: .....

Creditor's full name

.....

and

Debtor's full name

.....

Third Party (bank, employer, or other)

.....

**Creditor's Notice of Objection and  
Notice of Hearing on Exemption Claim**

**Hearing Notice**

The creditor objects to your exemption claim. This hearing is to decide if your exemption claim is valid.

The hearing will be at:

Place: ..... Date: ..... Time: .....

The creditor objects to your claim of exemption from garnishment for the following reason(s):

.....  
.....  
.....



**Note: Bring all your documents and materials that support your exemption claim to the hearing.** If you don't, the court's decision could be held up.

You can send your documents and materials to the creditor before the hearing. If they review them and agree with your claim, you can avoid a hearing.

Because there is a court hearing scheduled about your exemption claim, your bank will keep your funds until it gets an order from the court.

Date: .....

Creditor's Signature: .....

(or creditor's lawyer's signature)

Creditor's Name: .....

(or creditor's lawyer's name)

Street Address: .....

City/State/Zip: .....

Phone: ..... Fax: .....

Email: .....

Subd. 3. MS 2008 [Repealed by amendment, 2009 c 31 s 10]

Subd. 4. **Duties of financial institution if objection is made to exemption claim.** Upon receipt of a Notice of Objection and Notice of Hearing from the creditor within the specified six-day period, the financial institution shall retain the funds claimed to be exempt. The financial institution shall retain the funds claimed to be exempt until otherwise ordered by the court, upon mutual agreement of the parties, or until the garnishment lapses pursuant to section 571.79.

**History:** 1990 c 606 art 3 s 26; 1992 c 464 art 1 s 56; 2000 c 405 s 23; 2009 c 31 s 10; 2010 c 382 s 80; 2024 c 114 art 3 s 98; 2025 c 18 s 17

**571.915 RELEASE OF FUNDS.**

At any time the debtor or the creditor may, by a writing dated after the service of the garnishment summons, direct the financial institution to release the funds in question to the other party. Upon receipt of a release, the financial institution shall release the funds as directed.

**History:** 1990 c 606 art 3 s 27

**EARNINGS**

**571.92 GARNISHMENT OF EARNINGS.**

Sections 571.921 to 571.926 relate to the garnishment of earnings. The exemptions available under section 550.37 apply to the garnishment of earnings if the debtor is a resident of Minnesota and the debtor's

place of employment is in Minnesota, regardless of where the employer is domiciled. For the purposes of this section, "place of employment" means the location where an employee earns wages.

**History:** 1990 c 606 art 3 s 28; 2024 c 114 art 3 s 99

### **571.921 DEFINITIONS.**

For purposes of sections 571.921 to 571.927, the following terms have the meanings given them:

(a) "Earnings" means:

(1) compensation paid or payable to an employee, independent contractor, or self-employed person for personal service whether denominated as wages, salary, commissions, bonus, payments, profit-sharing distribution, severance payment, fees, or otherwise, and includes periodic payments pursuant to a pension or retirement program;

(2) compensation paid or payable to the producer for the sale of agricultural products; livestock or livestock products; milk or milk products; or fruit or other horticultural products produced when the producer is operating a family farm, a family farm corporation, or an authorized farm corporation, as defined in section 500.24, subdivision 2; or

(3) maintenance as defined in section 518.003, subdivision 3a.

(b) "Disposable earnings" means that part of the earnings of an individual remaining after the deduction from those earnings of amounts required by law to be withheld.

(c) "Employee" means an individual, whether currently or formerly employed, who is owed earnings and who is treated by an employer as an employee for federal employment tax purposes.

(d) "Employer" means a person who owes or will owe earnings to an employee or independent contractor.

(e) "Independent contractor" means an individual who (1) receives or is owed earnings from an employer through periodic payments, and (2) is not treated by the employer as an employee for federal employment tax purposes.

**History:** 1990 c 606 art 3 s 29; 1998 c 382 art 2 s 19; 2005 c 164 s 29; 1Sp2005 c 7 s 28; 2024 c 114 art 3 s 100

### **571.922 LIMITATION ON WAGE GARNISHMENT.**

(a) Unless the judgment is for child support, the maximum part of the aggregate disposable earnings of an individual for any pay period subjected to garnishment may not exceed the lesser of:

(1) 25 percent of the debtor's disposable earnings, if the debtor's weekly income exceeds 80 times the greater of the hourly wage described in paragraph (b);

(2) 15 percent of the debtor's disposable earnings, if the debtor's weekly income exceeds 60 times, but is less than or equal to 80 times, the greater of the hourly wages described in paragraph (b); or

(3) ten percent of the debtor's disposable earnings, if the debtor's weekly income exceeds 40 times, but is less than or equal to 60 times, the greater of the hourly wages described in paragraph (b).

(b) The amount by which the debtor's disposable earnings exceed the greater of:

(i) 40 times the hourly wage described in section 177.24, subdivision 1, paragraph (a), clause (4); or

(ii) 40 times the federal minimum hourly wages prescribed by section 6(a)(1) of the Fair Labor Standards Act of 1938, United States Code, title 29, section 206(a)(1). The calculation of the amount that is subject to garnishment must be based on the hourly wage in effect at the time the earnings are payable, times the number of work weeks in the pay period. When a pay period consists of other than a whole number of work weeks, each day of that pay period in excess of the number of completed work weeks shall be counted as a fraction of a work week equal to the number of excess workdays divided by the number of days in the normal work week.

(c) If the judgment is for child support, the garnishment may not exceed:

(1) 50 percent of the judgment debtor's disposable income, if the judgment debtor is supporting a spouse or dependent child and the judgment is 12 weeks old or less (12 weeks to be calculated to the beginning of the work week in which the execution levy is received);

(2) 55 percent of the judgment debtor's disposable income, if the judgment debtor is supporting a spouse or dependent child, and the judgment is over 12 weeks old (12 weeks to be calculated to the beginning of the work week in which the garnishment summons is received);

(3) 60 percent of the judgment debtor's disposable income, if the judgment debtor is not supporting a spouse or dependent child and the judgment is 12 weeks old or less (12 weeks to be calculated to the beginning of the work week in which the execution levy is received); or

(4) 65 percent of the judgment debtor's disposable income, if the judgment debtor is not supporting a spouse or dependent child, and the judgment is over 12 weeks old (12 weeks to be calculated to the beginning of the work week in which the garnishment summons is received).

Wage garnishments on judgments for child support are effective until the judgments are satisfied if the judgment creditor is a county and the employer is notified by the county when the judgment is satisfied.

(d) No court may make, execute, or enforce an order or any process in violation of this section.

**History:** 1990 c 606 art 3 s 30; 1991 c 156 s 20; 1993 c 156 s 18; 2020 c 86 art 4 s 20; 2024 c 110 art 6 s 5; 2024 c 114 art 3 s 101; 1Sp2025 c 4 art 7 s 34

### **571.923 MULTIPLE EARNINGS GARNISHMENTS.**

Except as otherwise provided in this chapter or section 518A.53, the priority of multiple earnings garnishments shall be determined by the order in which the garnishment summonses were served on the employer. If the employer is served with two or more garnishment summonses at the same time on the same day, the garnishment summons issued pursuant to the first judgment entered has priority. If two or more garnishment summonses are served on the same day and are based on judgments entered on the same day or if there are two or more garnishment summonses based on prejudgment garnishment pursuant to section 571.93, then the employer shall select the priority of the earnings garnishments. However, in all cases except wage garnishments on judgments for child support if the judgment creditor is a county and the employer is notified by the county when the judgment is satisfied, garnishments shall be effective no longer than 90 days from the date of the service of the garnishment summons.

**History:** 1990 c 606 art 3 s 31; 1993 c 156 s 19; 1997 c 203 art 6 s 92; 2005 c 164 s 29; 1Sp2005 c 7 s 28; 2020 c 86 art 4 s 21

**571.924 GARNISHMENT EXEMPTION NOTICE.**

Subdivision 1. **Requirement.** The creditor shall serve upon the debtor, no less than ten days before the service of the garnishment summons, a notice that a summons may be issued. The notice shall: (1) be substantially in the form set out in section 571.925; (2) be served personally, in the manner of a summons and complaint, or by first class mail to the last known address of the debtor; (3) inform the debtor that a garnishment summons may be served on the debtor's employer after ten days, and that the debtor may, within that time, cause to be served on the creditor a signed statement under penalties of perjury asserting an entitlement to an exemption from garnishment; (4) inform the debtor of the earnings garnishment exemptions contained in section 550.37, subdivision 14; and (5) advise the debtor of the relief set forth in this chapter to which the debtor may be entitled if a creditor in bad faith disregards a valid claim and the fee, costs, and penalty that may be assessed against a debtor who in bad faith falsely claims an exemption or in bad faith takes action to frustrate the garnishment process.

Subd. 2. **Additional notices.** If the garnishment summons has not been served within one year after service of the notice, the creditor shall serve another notice upon the debtor before serving the garnishment summons on the debtor's employer. If more than one year has passed since the service of the creditor's most recent garnishment summons, the creditor shall, no less than ten days before service of another garnishment summons, serve notice that another garnishment summons may be served.

**History:** 1990 c 606 art 3 s 32

**571.925 FORM OF NOTICE.**

The ten-day notice informing a debtor that a garnishment summons may be used to garnish the earnings of an individual must be substantially in the following form:

**State of Minnesota**

**District Court**

County of: .....

Judicial District: .....

Court File Number: .....

Case Type: .....

Creditor's full name

.....

**Garnishment Exemption Notice and**

and

**Notice of Intent to Garnish Earnings**

Debtor's full name

.....

Third Party (bank, employer, or other)

.....

**Notice:** A garnishment may be served on your employer or other third parties. **Garnishment means that part of your earnings can be taken to pay off debts that you owe.** This can happen in 10 days or more after you get this notice. This can happen without any other court action or notice to you. **But some of your money may be protected.**

**Your earnings cannot be taken if:**

- (i) you are getting government assistance based on need,
- (ii) you got any government assistance based on need in the last 6 months, or
- (iii) you were an inmate of a correctional institution in the last 6 months.

**These are called exemptions. Your money is NOT protected unless you fill out the Exemption Claim Notice attached and send it back to the creditor or the creditor's lawyer.** If you are not sure if you have any exemptions, talk to a lawyer.

You can also contact the creditor or their lawyer to talk about a settlement of the debt.

Examples of government assistance based on need:

- (i) **MFIP** - Minnesota Family Investment Program
- (ii) **DWP** - MFIP Diversionary Work Program
- (iii) **SNAP** - Supplemental Nutrition Assistance Program
- (iv) **GA** - General Assistance
- (v) **EGA** - Emergency General Assistance
- (vi) **MSA** - Minnesota Supplemental Aid
- (vii) **MSA-EA** - MSA Emergency Assistance
- (viii) **EA** - Emergency Assistance
- (ix) **Energy or Fuel Assistance**
- (x) **Work Participation Cash Benefit**
- (xi) **MA** - Medical Assistance
- (xii) **MinnesotaCare**
- (xiii) **Medicare Part B** - Premium Payments help
- (xiv) **Medicare Part D** - Extra
- (xv) **SSI** - Supplemental Security Income
- (xvi) **Tax Credits** - federal Earned Income Tax Credit (EITC), Minnesota Working Family Credit
- (xvii) **Renter's Refund** (also called Renter's Property Tax Credit)

**Warnings and Fines**

(1) Even if you claim an exemption, a levy may still be served on your employer. If they take money from you after you claim an exemption, you may ask the court to review your exemption. If the court finds that the creditor ignored your claim of exemption in bad faith, you are entitled to costs, reasonable lawyer fees, actual damages, and a fine up to \$100. Bad faith is when someone does something wrong on purpose.

(2) BUT if you claim an exemption, the creditor can also ask the court to review your exemption. If the court finds that you claimed an exemption in bad faith, you are charged costs and reasonable lawyer fees, and a fine up to \$100.

(3) If you get this notice, then do something in bad faith to try to block or stop the levy and the creditor has to take you to court because of it, you will have to pay the creditor's costs, and reasonable lawyer's fees, and a fine up to \$100.

Date: .....

Creditor's Signature: .....

(or creditor's lawyer's signature)

Creditor's Name: .....

(or creditor's lawyer's name)

Street Address: .....

City/State/Zip: .....

Phone: ..... Fax: .....

Email: .....

DEBTOR'S EXEMPTION CLAIM NOTICE

State of Minnesota

District Court

County of: .....

Judicial District: .....

Court File Number: .....

Case Type: .....

Creditor's full name

.....

Debtor's Exemption

and

Claim Notice

Debtor's full name

.....

and

Third Party (bank, employer, or other)

.....

I claim that my earnings are exempt from this garnishment because: (check all that apply)

... I am getting government assistance based on need. (State the program, case number if you know it, and the county you got it from.)

Program: ..... Case #: ..... County: .....

Program: ..... Case #: ..... County: .....

Program: ..... Case #: ..... County: .....

... I am not getting assistance based on need right now, but I did get government assistance based on need within the last 6 months. (State the program, case number if you know it, and the county you got it from.)

Program: ..... Case #: ..... County: .....

Program: ..... Case #: ..... County: .....

Program: ..... Case #: ..... County: .....

... I was an inmate of a correctional institution within the last 6 months. (State the correctional institution and location.)

Correctional Institution ..... Location .....

I give my permission to any agency listed above to give information about my benefits to the creditor named above, or to the creditor's lawyer. The information will ONLY be if I get assistance, or if I have gotten assistance in the past 6 months. If I was an inmate in the last 6 months, I give my permission to the correctional institution to tell the creditor named above or the creditor's lawyer that I was an inmate there.

**Sign and send this form back to the creditor or the creditor's lawyer.**

**Fill in the blanks below.**

I mailed or delivered a copy of this form to the creditor or to the creditor's lawyer if they have one, at the address listed below.

Date: .....

Creditor's Signature: .....

(or creditor's lawyer's signature)

Creditor's Name: .....

(or creditor's lawyer's name)

Street Address: .....

City/State/Zip: .....

Phone: ..... Fax: .....

Email: .....

Date: .....

Debtor's Signature: .....

Debtor's Name: .....

Street Address: .....

City/State/Zip: .....

Phone: .....

Email: .....

**History:** 1986 c 444; 1990 c 606 art 3 s 33; 1999 c 159 s 150; 2000 c 405 s 24; 2009 c 31 s 11; 2015 c 21 art 1 s 109; 1Sp2019 c 9 art 1 s 42; 2025 c 18 s 18

**571.926 PROCEEDINGS IF NO EXEMPTION STATEMENT IS RECEIVED.**

If no statement of exemption is received by the creditor on an earnings garnishment within ten days from the service of the notice, the creditor may proceed with the garnishment. Failure of the debtor to serve a statement does not constitute a waiver of any right the debtor may have to an exemption. If the statement of exemption is received by the creditor, the creditor may still cause a garnishment summons to be issued subject to sanctions provided in section 571.72, subdivision 6.

**History:** 1990 c 606 art 3 s 34

**RETALIATION PROHIBITED**

**571.927 PENALTY FOR RETALIATION FOR GARNISHMENT.**

Subdivision 1. **Prohibition.** An employer shall not discharge or otherwise discipline an employee or independent contractor as a result of an earnings garnishment authorized by this chapter.

Subd. 2. **Remedy.** If an employer violates this section, a court may order the reinstatement of an aggrieved party who demonstrates a violation of this section, and other relief the court considers appropriate. The aggrieved party may bring a civil action within 90 days of the date of the prohibited action. If an employer-employee or employer-independent contractor relationship existed before the violation of this section, the employee or independent contractor shall recover twice the earnings lost as a result of this violation.

Subd. 3. **Nonwaiver.** The rights guaranteed by this section may not be waived or altered by contract.

**History:** 1990 c 606 art 3 s 35; 2024 c 114 art 3 s 102

**PREJUDGMENT; DEFAULT**

**571.93 GARNISHMENT BEFORE JUDGMENT OR DEFAULT.**

Subdivision 1. **Grounds.** The court may order the issuance of a garnishment summons before judgment or default in the civil action, if a summons and complaint, or copies of these documents, are filed with the appropriate court, and if, upon application to the court, it appears that any of the following grounds exist:



(1) the debtor has assigned, secreted, or disposed of, or is about to assign, secrete, or dispose of, any of the debtor's nonexempt property, with intent to delay or defraud any of debtor's creditors;

(2) the debtor has removed, or is about to remove, any of the debtor's nonexempt property from this state, with intent to delay or defraud any of debtor's creditors;

(3) the debtor has converted or is about to convert any of the debtor's nonexempt property into money or credits, for the purpose of placing the property beyond the reach of any of debtor's creditors;

(4) the debtor has committed an intentional fraud giving rise to the claim upon which the civil action is brought;

(5) the debtor has committed any act or omission, for which the debtor has been convicted of a felony, giving rise to the claim upon which the civil action is brought; or

(6) the purpose of the garnishment is to establish quasi in rem jurisdiction and

(i) debtor is a resident individual having left the state with intent to defraud creditors, or to avoid service; or

(ii) a judgment had previously been obtained in another state consistent with due process; or

(iii) the claim in the civil action is directly related to and arises from the property sought to be attached; or

(iv) no forum is available to obtain a personal judgment against the debtor in the United States or elsewhere; or

(7) the creditor has been unable to serve upon the debtor the summons and complaint in the civil action because the debtor has been inaccessible due to residence and employment in a building where access is restricted.

Subd. 2. **Notice and hearing requirements.** If the garnishment is before notice and hearing, the requirements of section 571.931 must be met. If the garnishment is after notice and hearing, the requirements of section 571.932 must be met.

**History:** 1990 c 606 art 3 s 36

### **571.931 PREJUDGMENT GARNISHMENT BEFORE NOTICE AND HEARING.**

Subdivision 1. **Written application.** A creditor seeking a prejudgment garnishment order in extraordinary circumstances to secure property before the hearing specified in section 571.932 shall proceed by written application. The application must be accompanied by affidavits or by oral testimony, or both, setting forth in detail:

(1) the basis and the amount of the claim in the civil action;

(2) the facts which constitute the conditions for prejudgment garnishment as specified in section 571.93, subdivision 1; and

(3) a good faith estimate, based on facts known to the creditor, of any harm that would be suffered by the debtor if a prejudgment garnishment order is entered without notice and hearing.

Subd. 2. **Conditions.** A prejudgment garnishment order may be issued before the hearing specified in subdivision 4 only if the following conditions are met:

(1) the creditor has made a good faith effort to inform the debtor of the application for a prejudgment garnishment order or that informing the debtor would endanger the ability of the creditor to recover upon a judgment subsequently awarded;

(2) the creditor has demonstrated the probability of success on the merits;

(3) the creditor has demonstrated the existence of one or more of the grounds specified in section 571.93, subdivision 1; and

(4) due to extraordinary circumstances, the creditor's interests cannot be protected pending a hearing by an appropriate order of the court, other than by directing a prehearing seizure of property.

Subd. 3. **Order.** All prejudgment garnishment orders must:

(1) state the names and addresses of all persons whose affidavits were submitted to the court and of all witnesses who gave oral testimony;

(2) contain specific findings of fact, based upon competent evidence presented either in the form of affidavits or oral testimony, supporting the conclusion that each of the conditions in subdivision 1 have been met;

(3) be narrowly drafted to minimize any harm to the debtor as a result of the seizure of the debtor's property; and

(4) provide for the bond required by section 571.932, subdivision 6.

Subd. 4. **Subsequent hearing.** If the court issues a prejudgment garnishment order, the order must establish a date for a hearing at which the debtor may be heard. The subsequent hearing must be conducted at the earliest practicable time. At the hearing, the burden of proof is on the creditor to establish the grounds justifying the prejudgment garnishment order.

Subd. 5. **Standards at subsequent hearing.** The hearing held pursuant to subdivision 4 must be conducted in accordance with the standards established in section 571.932. In addition, if the court finds that the motion for a prejudgment garnishment order was made in bad faith, the court shall award debtor the actual damages, costs, and reasonable attorney's fees, suffered by reason of the prejudgment garnishment.

Subd. 6. **Notice.** The debtor shall be served with a copy of the prejudgment garnishment order issued pursuant to this section together with a copy of all pleadings and other documents not previously served, including any affidavits upon which the claimant intends to rely at the subsequent hearing and a transcript of any oral testimony given at the prejudgment garnishment hearing upon which the creditor intends to rely and a notice of hearing. Service must be in the manner prescribed for personal service of a summons unless that service is impracticable or would be ineffective and the court prescribes an alternative method of service calculated to provide actual notice to the debtor.

The notice of hearing served upon the debtor must be signed by the creditor or the attorney for the creditor and must be accompanied by an exemption notice. The notice of hearing must be accompanied by an exemption notice, and both notices must provide, at a minimum, the following information in substantially the following language:

**Hearing Notice**

TO:.....

(debtor's full name)

The (insert the name of court) Court has ordered the prejudgment garnishment of some of your property. This is about property that a third party has or controls. Some of your property may be exempt and can't be taken. See the exemption notice below.

The Court issued this Order because (insert name of creditor) claims they are entitled to take some of your property. They do this to make sure you pay any money they might win in a future case against you. They felt immediate action was needed.

You have the legal right to challenge (insert name of creditor) claims at a court hearing before a judge.

The hearing will be at:

Place: ..... Date: ..... Time: .....

You can go to the court hearing alone or with a lawyer. You get to tell the court your side of the issue. Then the court decides what should be done with your property until the lawsuit against you is finally decided.

**If you don't go to this hearing, the court may order garnishment of your property.**

#### **Exemption Notice**

Some of your property may be exempt and can't be taken. 'Exempt' means protected. The following is a list of some common exemptions. It is not a complete list. For full details and dollar amounts set by law see section 550.37 of the Minnesota Statutes. If you have questions about an exemption, contact a lawyer for legal advice.

These things you or your family might have are protected:

- (1) equity in your home, or money from recently selling your home - up to \$510,000 total;
- (2) (i) all clothing, one watch, utensils, and foodstuffs;
  - (ii) household furniture, household appliances, radios, computers, tablets, televisions, printers, cell phones, smart phones, and other consumer electronics up to \$12,150 in all; and
  - (iii) jewelry - total value can't be more than \$3,308;
- (3) a manufactured (mobile) home you live in;
- (4) one motor vehicle, counting only the amount you have paid off:
  - (i) \$10,000;
  - (ii) \$12,500 if it is necessary for your business, trade, or profession;
  - (iii) \$25,000 if used by or to help someone with a disability that makes it hard to walk; or
  - (iv) \$100,000 if designed or modified for someone with a disability that makes it hard to walk;
- (5) farm machinery if your main business is farming. Tools, machines, or office furniture used in your business - the total value can't be more than \$13,000;
- (6) relief based on need. This includes:

- (i) **MFIP** - Minnesota Family Investment Program;
- (ii) **DWP** - MFIP Diversionary Work Program;
- (iii) **SNAP** - Supplemental Nutrition Assistance Program;
- (iv) **GA** - General Assistance;
- (v) **EGA** - Emergency General Assistance;
- (vi) **MSA** - Minnesota Supplemental Aid;
- (vii) **MSA-EA** - MSA Emergency Assistance;
- (viii) **EA** - Emergency Assistance;
- (ix) **Energy or Fuel Assistance**;
- (x) **Work Participation Cash Benefit**;
- (xi) **MA** - Medical Assistance;
- (xii) **MinnesotaCare**;
- (xiii) **Medicare Part B** - Premium Payments help;
- (xiv) **Medicare Part D** - Extra;
- (xv) **SSI** - Supplemental Security Income;
- (xvi) **Tax Credits** - federal Earned Income Tax Credit (EITC), Minnesota Working Family Credit; and
- (xvii) **Renter's Refund** (also called Renter's Property Tax Credit);

(7) wages. 100% is protected if you get government assistance based on need. Otherwise, between 75-100% is protected depending on how much you earn;

(8) retirement benefits - the total interest under all plans and contracts can't be more than \$81,000;

(9) Social Security benefits;

(10) unemployment benefits, workers' compensation, or veterans' benefits;

(11) a retirement, disability, or accident pension or annuity;

(12) life insurance proceeds that are not more than \$54,000;

(13) earnings of your minor child;

(14) money from a claim for damage or destruction of exempt property - like household goods, farm tools, business equipment, a manufactured (mobile) home, or a car;

(15) sacred possessions - like the Bible, Torah, Qur'an, prayer rug, and other religious items. Total value can't be more than \$2,000;

(16) personal library - total value can't be more than \$750;

(17) musical instruments - total value can't be more than \$2,000;

(18) family pets - current value can't be more than \$1,000;

(19) a seat or pew in any house or place of public worship and a lot in any burial ground;

(20) tools you need to work in your business or profession - the total value can't be more than \$13,500;

(21) household tools and equipment - things like hand and power tools, snow removal equipment, lawnmowers, and more. Total value can't be more than \$3,000; and

(22) health savings accounts, medical savings accounts - the total value can't be more than \$25,000.

**History:** 1990 c 606 art 3 s 37; 1994 c 488 s 8; 1999 c 107 s 66; 1999 c 159 s 151; 2000 c 343 s 4; 2015 c 21 art 1 s 109; 2025 c 18 s 19

**571.932 PREJUDGMENT GARNISHMENT AFTER NOTICE AND HEARING.**

Subdivision 1. **Motion.** A creditor seeking to obtain an order of garnishment in other than extraordinary circumstances shall proceed by motion. The motion must be accompanied by an affidavit setting forth in detail:

(1) the basis and amount of the claim in the civil action; and

(2) the facts that constitute one or more of the grounds for garnishment as specified in section 571.93, subdivision 1.

Subd. 2. **Service.** The creditor's motion to obtain an order of garnishment together with the creditor's affidavit and notice of hearing must be served in the manner prescribed for service of a summons in a civil action in district court unless that service is impracticable or would be ineffective and the court prescribes an alternative method of service calculated to provide actual notice to the debtor. If the debtor has already appeared in the action, the motion must be served in the manner prescribed for service of pleadings subsequent to the summons. The date of the hearing must be fixed in accordance with rule 6 of the Minnesota Rules of Civil Procedure for the District Courts, unless a different date is fixed by order of the court.

The notice of hearing served upon the debtor shall be signed by the creditor or the attorney for the creditor and shall provide, at a minimum, the following information in substantially the following language:

**Hearing Notice**

TO:.....

(debtor's full name)

There will be a hearing to decide if your nonexempt property will be garnished to help pay a judgment that may be entered against you.

The hearing will be at:

Place: ..... Date: ..... Time: .....

You can go to the court hearing alone or with a lawyer. You get to tell the court your side of the issue. Then the court decides if your property should be garnished until the lawsuit against you is finally decided.

If the court issues a garnishment summons during the lawsuit, you can keep the property until the lawsuit is decided if you file a bond. The amount of the bond is set by the court.

**If you don't go to this hearing, the court may order garnishment of your nonexempt property.**

**Exemption Notice**

Some of your property may be exempt and can't be taken. 'Exempt' means protected. The following is a list of some common exemptions. It is not a complete list. For full details and dollar amounts set by law see section 550.37 of the Minnesota Statutes. If you have questions about an exemption, contact a lawyer for legal advice.

These things you or your family might have are protected:

- (1) equity in your home, or money from recently selling your home - up to \$510,000 total;
- (2) (i) all clothing, one watch, utensils, and foodstuffs;  
(ii) household furniture, household appliances, radios, computers, tablets, televisions, printers, cell phones, smart phones, and other consumer electronics up to \$12,150 in all; and  
(iii) jewelry - total value can't be more than \$3,308;
- (3) a manufactured (mobile) home you live in;
- (4) one motor vehicle, counting only the amount you have paid off:
  - (i) \$10,000;
  - (ii) \$12,500 if it is necessary for your business, trade, or profession;
  - (iii) \$25,000 if used by or to help someone with a disability that makes it hard to walk; or
  - (iv) \$100,000 if designed or modified for someone with a disability that makes it hard to walk;
- (5) farm machinery if your main business is farming. Tools, machines, or office furniture used in your business - the total value can't be more than \$13,000;
- (6) relief based on need. This includes:
  - (i) **MFIP** - Minnesota Family Investment Program;
  - (ii) **DWP** - MFIP Diversionary Work Program;
  - (iii) **SNAP** - Supplemental Nutrition Assistance Program;
  - (iv) **GA** - General Assistance;
  - (v) **EGA** - Emergency General Assistance;
  - (vi) **MSA** - Minnesota Supplemental Aid;
  - (vii) **MSA-EA** - MSA Emergency Assistance;
  - (viii) **EA** - Emergency Assistance;
  - (ix) **Energy or Fuel Assistance**;
  - (x) **Work Participation Cash Benefit**;

(xi) **MA** - Medical Assistance;

(xii) **MinnesotaCare**;

(xiii) **Medicare Part B** - Premium Payments help;

(xiv) **Medicare Part D** - Extra;

(xv) **SSI** - Supplemental Security Income;

(xvi) **Tax Credits** - federal Earned Income Tax Credit (EITC), Minnesota Working Family Credit; and

(xvii) **Renter's Refund** (also called Renter's Property Tax Credit);

(7) wages. 100% is protected if you get government assistance based on need. Otherwise, between 75-100% is protected depending on how much you earn;

(8) retirement benefits - the total interest under all plans and contracts can't be more than \$81,000;

(9) Social Security benefits;

(10) unemployment benefits, workers' compensation, or veterans' benefits;

(11) a retirement, disability, or accident pension or annuity;

(12) life insurance proceeds that are not more than \$54,000;

(13) earnings of your minor child;

(14) money from a claim for damage or destruction of exempt property - like household goods, farm tools, business equipment, a manufactured (mobile) home, or a car;

(15) sacred possessions - like the Bible, Torah, Qur'an, prayer rug, and other religious items. Total value can't be more than \$2,000;

(16) personal library - total value can't be more than \$750;

(17) musical instruments - total value can't be more than \$2,000;

(18) family pets - current value can't be more than \$1,000;

(19) a seat or pew in any house or place of public worship and a lot in any burial ground;

(20) tools you need to work in your business or profession - the total value can't be more than \$13,500;

(21) household tools and equipment - things like hand and power tools, snow removal equipment, lawnmowers, and more. Total value can't be more than \$3,000; and

(22) health savings accounts, medical savings accounts - the total value can't be more than \$25,000.

**Subd. 3. Standards for order.** An order for prejudgment garnishment may be issued only if the creditor has demonstrated the probability of success on the merits, and the creditor has stated facts that show the existence of at least one of the grounds stated in section 571.93, subdivision 1. However, even if those standards are met, the order may not be issued if:

(1) the circumstances do not constitute a risk to collectibility of any judgment that may be entered; or

(2)(i) the debtor has raised a defense to the merits of the creditor's claim or has raised a counterclaim in an amount equal to or greater than the claim and the defense or counterclaim is not frivolous; and

(ii) the interests of the debtor cannot be adequately protected by a bond filed by the creditor pursuant to section 571.932, subdivision 6, if property is garnished; and

(iii) the harm suffered by the debtor as a result of garnishment would be greater than the harm that would be suffered by the creditor if property is not attached.

**Subd. 4. Protection of creditor.** If the creditor makes the showing prescribed by subdivision 3 but the court nevertheless determines that an order of garnishment should not be issued for the reasons set forth in subdivision 3, clause (2), the court shall enter a further order protecting the rights of the creditor to the extent possible. The order may require that the debtor post a bond in an amount set by the court, that the debtor make the property available for inspection from time to time, that the debtor be restrained from certain activities, including, but not limited to, selling, disposing, or otherwise encumbering property, or any other provision the court considers appropriate.

**Subd. 5. Stay of order.** An order permitting prejudgment garnishment of property may be stayed up to three days to allow the debtor time to post a bond.

**Subd. 6. Bonding requirement.** (a) Before issuing an order of garnishment, the court shall require the creditor to post a bond in the penal sum of at least \$500, conditioned that if judgment be given for the debtor or if the order is vacated, the creditor will pay all costs that may be awarded against the creditor and all damages caused by the garnishment. Damages may be awarded in a sum in excess of the bond only if, before the issuance of the order establishing the amount of the bond, the debtor specifically notified the creditor and the court of the likelihood that the debtor would suffer the specific damages, or the court finds that the creditor acted in bad faith in bringing or pursuing the garnishment proceeding. In establishing the amount of the bond, the court shall consider the value and nature of the property garnished, the method of retention or storage of the property, the potential harm to the debtor or any party, and other factors that the court considers appropriate. Nothing in this section modifies or restricts the application of section 549.20 or 549.211.

(b) The court may at any time modify the amount of the bond upon its own motion or upon the motion of a party based on the value of the property garnished, the nature of the property attached, the methods of retention or storage of the property, the potential harm to the debtor or a party, or other factor that the court considers appropriate.

(c) In lieu of filing a bond, either the creditor or the debtor may satisfy the bonding requirements by depositing cash, an irrevocable letter of credit, a cashier's check, or a certified check with the court.

**Subd. 7. Requirements of order.** An order for prejudgment garnishment after notice and hearing must:

(1) contain the findings required by section 571.932, subdivision 3;

(2) state with particularity the facts upon which the findings are made;

(3) state that a debtor who attended the hearing was offered an opportunity to identify exempt property, without waiver of the right to claim exemption in property not identified at the hearing;

(4) direct the issuance of a garnishment summons; and



(5) specify the amount of the bond.

**History:** *1990 c 606 art 3 s 38; 1994 c 488 s 8; 1997 c 213 art 2 s 4; 1999 c 107 s 66; 1999 c 159 s 152; 2000 c 343 s 4; 2015 c 21 art 1 s 109; 2025 c 18 s 20*