

IN THE CIRCUIT COURT FOR
ESCAMBIA COUNTY, FLORIDA
PROBATE DIVISION

IN RE: GUARDIANSHIP OF
SARAH ELISABETH WURZBACH
Ward

FILE NO: 2008 GA 002297
DIVISION: T

**RESPONSE BY SARAH ELISABETH WURZBACH
TO GUARDIAN'S MOTION FOR ORDER TO SHOW CAUSE**

SARAH ELISABETH WURZBACH, the Ward, states:

1. The Order entered on May 22, 2019, approving the purchase of the 2019 Nissan Armada, does NOT require that Synovus Bank be listed as the lienholder. Accordingly, the 2019 Armada's title did NOT list any lienholder, but instead simply listed the Ward as the 100% title owner.
2. At no time did Synovus Bank even mention adding a lienholder to the title, or request that the Ward take the title to the DMV to add a lienholder. Instead, the Ward was simply given a check for the purchase cost and told to go buy her truck.
3. If Synovus Bank was supposed to be a lienholder, any fault lies solely with Synovus Bank.
4. Also, we question whether Synovus Bank could qualify as a "lienholder," because there is no debt to Synovus that could be secured by a so-called "lien."
5. Also, in Synovus Bank's 2020 Annual Accounting, the 2019 is NOT listed as a guardianship asset in its printed statement, and in fact at Schedule D it says "Vehicle is not owned by Guardianship, due to liability, but Guardian is listed as lienholder."
6. Yet, Synovus Bank now insists that it has some kind of ownership or control

over the 2019 Armada.


7. Once Synovus Bank learned of the 2019 Armada trade-in, it immediately suspended paying any insurance for the new 2019 Nissan Titan. We are confused as to why Synovus did not simply pick up and pay the Titan insurance payments to protect its Ward, then immediately ask this Court for clarification.
8. Synovus Bank has thereby breached its fiduciary duty to its Ward, by refusing to pay the Titan's car insurance, and has also endangered the Ward's minor children.
9. Synovus Bank could have simply filed a petition for instructions or clarification – it has historically filed petitions for basically everything else, no matter how trivial. Instead, however, Synovus Bank has elected to also file a show-cause petition requesting a CONTEMPT order against its own Ward, i.e. asking the Court to punish the Ward for daring to handle her own affairs without first begging Synovus Bank for permission.
10. Moreover, the attorney for Synovus Bank will surely request to be paid for all of this questionable by Synovus Bank.
11. We intend to question the Synovus Bank trust officer for his reasoning in suspending insurance payments, and whether he took these actions based upon recommendation of its counsel. We are greatly concerned as to who is actually making the decisions in this case for Synovus Bank, and whether the executive leadership at Synovus Bank is fully aware of this case.
12. We recall the judge, at the hearing to purchase the 2019 Armada on May 22, 2019, saying something to the effect that she did not want the Ward requesting another new vehicle in the next 10 years. However, this language was not included in the written Order prepared by the Guardian's own counsel (which also omitted any "lienholder" language), and there was no court reporter present, so we are not sure such language has any binding legal effect.
13. As the Ward will testify in person, there were exigent changed circumstances that required a change in the Ward's vehicle.

14. The Ward has not requested any new money for the 2019 Titan.
15. The Ward reasonably believed she had full ownership and control of the 2019 Nissan Armada.

WHEREFORE the Ward requests an order dismissing the show-cause petition filed by Synovus Bank, along with such further relief as the Court deems proper.

SIGNED on 6/20, 2021.


SARAH ELISABETH WURZBACH, Ward


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CERTIFICATE OF SERVICE

I CERTIFY that a copy hereof has been provided to Lois B. Lepp, counsel for Synovus Bank, by email lois@lbl-law.com, and eservice@lbl-law.com on 8/20, 2021.


STEVEN E. QUINNELL, Attorney