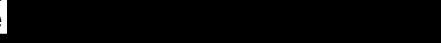
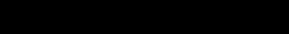


November 15, 2022

Milena Lucia Berdugo-Freile
1511 Big Deer Drive
Crosby, Texas 77532
Phone 
Email 

Re: In re the Marriage of Charles Worcester and Milena Lucia Freile-Berdugo
Superior Court of California, County of San Diego, Case No. DN179157
Notice of Enforcement of Spousal Support Order

Dear Ms. Berdugo:

My office has been retained by Charles Worcester to enforce a spousal support order entered against you in the above referenced case.

Pursuant to the Judgment for Dissolution filed on June 24, 2020 you were ordered to pay Charles \$3,500.00/mo. beginning on 01/15/2019. You were also ordered to pay an additional \$250.00/mo. beginning on 07/15/2019 to liquidate \$21,000.00 in support arrearages that had already accrued.

As a direct result of your refusal to even one penny for the first 38 months and last 4 months, your current balance of spousal support order now equals \$200,757.29 through November 30, 2022. This amount includes interest at the rate of 10% per annum as mandated by statute (CCP 685.010(a)). I have enclosed a copy of the audit for your review.

Please be advised of the following important considerations:

1. No court has authority to modify your current support order of \$3,750.00/mo. retroactively (i.e., for any time period prior to the date you file a Request for Order to modify the current order). Fam.C. §3651(c), The court lacks equitable power to forgive accrued child support arrears while an obligor is incarcerated and has no ability to earn. *County of Santa Clara v Wilson* (2003) 111 CA 4th 1324, 1326, 4 CR 3d 653. Citing Fam. C. §3651, the court in *Wilson* stated: “. . . retroactive modification of accrued child support arrearages is statutorily barred and the court lacked the equitable power to violate this statute...”
2. Your delinquent support balance of \$200,757.29 is set in stone. It is not subject to modification. No court has authority to forgive or waive support arrearages or interest which has accrued for any reason whatsoever. [Support obligors who were incarcerated or in a coma were denied retroactive modification] Any forgiveness of accrued interest would be an impermissible retroactive modification. *Marriage of Perez* (1995) 35 CA4th 77, 81, 41 CR2d 377; *Marriage of Cordero* (2002) 95 CA4th 653, 667–668, 115 CR2d 787; *Marriage of Hubner* (2004) 124 CA4th 1082, 1089, 22 CR3d 549

3. Your delinquent support balance of \$200,757.29 continues to accrue interest at the rate of \$1,393.84/mo. in addition to your current support order of \$3,750.00/mo. leaving you with a monthly obligation of \$5,143.84.
4. There is no statute of limitation on the enforcement of child or spousal support. It is enforceable until paid in full or otherwise satisfied by mutual agreement and approved by the court. Fam.C. §291
5. The defense of “laches” is barred by statute. Fam.C. §291(d).
6. A lien for a support judgment remains undisturbed until paid in full and need not be renewed as is true with all other liens.
7. An amended Earnings Assignment Order may be issued by the court to increase your monthly payment on arrearages from \$250.00/mo. to an amount greater than monthly accrual of interest (\$1,393.84/mo.) to ensure the arrearage balance is not growing but rather being timely liquidated as required by Fam.C. §5230
8. Extensive discovery may be conducted pursuant to a Request for Order to enforce your order. This will require production of voluminous documents by order of the court. The scope of discovery is very broad. It does not require that the documents sought be relevant, but only potentially lead to relevant evidence.
9. A judgment debtor examination may be conducted under oath with a reporter present to investigate any and all of your financial circumstances to further aid in the enforcement of your support order judgment.
10. A “Notice of Delinquency” may be filed requiring you to pay penalties in addition to the statutory interest of 10% per year. The penalties are severe at 6% of the unpaid support per month until paid, to a maximum of 72% of the original amount owed. In your case, 72% of \$200,757.29 equals another \$144,545.25 in penalties. Fam.C. §4723
11. Investigation of whether you have violated the Fraudulent Conveyance Act by transferring title to real property with intent to avoid creditors.
12. A civil contempt action may be filed against you to enforce your support order. In a civil contempt action for support, there is a presumption you were able to pay but willfully chose to ignore the court order. You will be forced to appear in San Diego County for arraignment and entry of plea. If you are found guilty, you may be sentenced to jail for up to 5 days in jail for each month you failed to pay over the past 36 months. The audit confirms that you failed to pay anything for 32 of the past 36 months.

Please note that I have been enforcing support orders for 21 years. I started enforcing support orders in 2001 as Deputy District Attorney for the Child Support Division. Since leaving the County in 2005, my law firm has been dedicated exclusively to the enforcement of support orders. It is all I do, which is why I am successful in almost 100% of my cases. I have collected millions in support for thousands of child and spousal support obligee over the past 21 years.

[REDACTED]

Your entire arrearage balance of \$200,757.29 (incl. interest) is due and payable forthwith. And, additional remedies are in the works to compel payment of your delinquent support order.

Despite all the above, I have counseled my client to entertain the idea of reducing your total balance owed (\$200,757.29) in exchange for a lump-sum payment to satisfy your arrearages in full. I have also recommended that he entertain the idea of reducing or eliminating your current support order of \$3,750.00/mo. if you are able to pay the arrearages in full.

Milena, whatever you do, you cannot stick your head in the sand. This is a debt that will never go away and your chances of getting it settled are greater now than ever before because I am very reasonable in the way I enforce these orders. Although the sting of this divorce will never heal, I believe Charles will follow my counsel to try and get this matter settled. I do not want to bury you or I would have already filed the paperwork in court. I would like to work with you so we can try to give you a light at the end of the tunnel instead of hopelessness for the rest of your life. However, this will require your cooperation and payment of a lump sum. I will draft the Stipulation and Order if you are able to round up the funds to make an acceptable offer. I know what language is required in the Stipulation and Order and always make sure it is bullet proof for both parties so that nobody can come back later and challenge it.

If you are interested in avoiding additional enforcement remedies, please contact my office to discuss the possibility of putting together a reasonable settlement agreement. There are many ways to settle support matters and it sometimes requires thinking outside the box to come up with a creative solution. I am very easy to work with and sincerely wish to put together a reasonable agreement so neither of you have to waste time and money in court.

Please be careful if you decide to retain counsel. Many attorneys will promise you the moon and spend all your money only to come up short and then blame it on the judge. Most family law attorneys are not well versed with support enforcement law. They either give false hope to get your retainer fee or they honestly do not know any better.

Please contact my office no later than 4:00 p.m. on Tuesday, November 22, 2022. If I do not hear from you by then I will conclude you agree with the amount owed but remain defiant in your refusal to comply with the court order. I will then proceed to implement additional enforcement remedies.

Sincerely,



