

**IN AN INTERNATIONAL ARBITRATION UNDER  
THE UNCITRAL 1976 RULES**

**MR. CARLOS ESTEBAN SASTRE,  
MR. RENAUD JACQUET  
MS. MARÍA MARGARIDA OLIVEIRA AZEVEDO DE ABREU  
MR. EDUARDO NUNO VAZ OSORIO DOS SANTOS SILVA  
MR. GRAHAM ALEXANDER  
MS. MÓNICA GALÁN RÍOS**  
*Claimants,*

**V.**

**THE UNITED MEXICAN STATES,**  
*Respondent.*

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**WITNESS STATEMENT OF RENAUD JACQUET**

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31 March 2021

1. I, Renaud Jacquet, make this statement in support of the Counter Memorial served in this arbitration proceeding.

## **I. BACKGROUND**

2. I was born in [REDACTED] in Auxerre, l'Yonne, France. I grew up in France, and went to schools there, including at EDC Paris Business School.

3. I have been a French citizen all of my life.<sup>1</sup> I served in the French Army as a lieutenant from June 1985 to June 1986, stationed in France.

4. I started working in France in around 1989, working various positions in the French stock market. Thereafter I have been involved in real estate businesses. From June 1992 to 1998, I owned SFIC International, a real estate construction, renovation and rental company, based in Prague, Czech Republic. From 1998 to 2011, I co-owned Abodes Abroad and Associates, a real estate company based in New York that sold properties in France online. I owned the company with my wife, Lori Buksbaum (also known as Loree Buksbaum), who I met in Prague. Later, on [REDACTED], we married in New York.<sup>2</sup>

5. Ms. Buksbaum graduated from law school at the University of California, Berkeley, in around 1992. She was admitted to practice law in California and New York. From around 1992 to 1998 she was an attorney at White & Case in New York, and for part of that time, for White & Case in Prague. Between 1998 and 2000, she did freelancing attorney work, while dedicating herself to studying art. In about 2000, she became a full time artist, while working and studying at the New York Studio School of Drawing, Painting and Sculpture. In about 2005, when we moved to Tulum, Mexico, she continued working for the New York art school part-time for about 12 to

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<sup>1</sup> French Passport, effective 19 November 2015 – 18 November 2025, C-0005.

<sup>2</sup> Certificate of Marriage on [REDACTED], RJ-0001.

18 months, flying back and forth between New York and Mexico. After then, she worked with me in the design and administration of the hotel mentioned below. She handled the legal aspects of the business with attorneys I hired in Mexico, and attended to researching legal issues, and drafting and reviewing contracts, while handling reservations, purchases and services. We had two children together [REDACTED]. She passed away on [REDACTED].<sup>3</sup>

## II. PURCHASE AND DEVELOPMENT OF THE *BEHLA* LOTS IN TULUM

6. In 2003, my wife and I traveled to Mexico and visited the coastal area known as the Ejido Jose Maria Pino Suarez (the “Ejido”). This was in Solidaridad, Quintana Roo, Mexico, in the outskirts of Tulum’s hub. At the time, it was in a deserted beach, full of mangroves to one side and coconut trees towards the beach side. The only road leading to it was a dirt road. Thick trees and dense vegetation surrounded us, making it difficult for us to get to the beach, until we found a little path. After a long hike, we came upon the beach area. The beach was beautiful, with alluring blue waters and fine sand. But, otherwise, it was extremely hot, with many mosquitos and the area had no direct access to utilities, including sewer, municipal water, or electricity. Nonetheless, we were enchanted by the location.

7. Assessing the area, we saw it had several attractive features for tourism. The rustic and tranquil beachfront was instantly appealing. The abundance of natural habitats would lure nature lovers. Hikers would have miles to explore in the area, including the Mayan ruins in the vicinity and the *cenotes*, connected by an impressive underground river system. In particular, I thought it would attract New Yorkers who could be in this hidden gem, away from the busy city-

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<sup>3</sup> Report of Death of a U.S. Citizen Abroad, [REDACTED], RJ-0002.

life, in a matter of a four-hour flight. Notwithstanding the potential, it was clear that it would require a lot of effort to develop in this area, but I thought it would be a good investment.

8. Initially my wife conducted extensive legal research into the Ejido matters and consulted with a local attorney. Because neither of us was a Mexican citizen, we believed that it was preferable to form a corporation in Mexico to acquire land. On advice of our attorney, on 24 March 2004, we formed Abodes Mexico S.A. de C.V. (“Abodes Mexico”) to acquire and develop property in Mexico.<sup>4</sup> I was its sole administrator. On around 31 March 2004, I registered Abodes Mexico in Mexico’s national registry of foreign investments.<sup>5</sup>

9. As we considered the purchase, the seller, Ed Villareal Cueva (“Mr. Villareal”) told us he was selling the lot on behalf of his daughter, Irma Guadalupe Villareal de Elias (“Ms. Villareal”). He then showed us the corresponding power of attorney.<sup>6</sup> He explained that the lot was part of a 6,000 square meter parcel that his daughter acquired from Rogelio Novelo Balam (“Mr. Balam”) who held 18,000 square meters.<sup>7</sup> Mr. Villareal then presented us and our local attorney with the underlying agreement transferring the land from Mr. Balam to Ms. Villareal.<sup>8</sup> He also showed us Mr. Balam’s Certificate of Possession showing the Ejido acknowledged, and certified, his holding in Lot 10 with 150 meters of beachfront.<sup>9</sup>

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<sup>4</sup> Acta Constitutiva (Articles of Incorporation document), of Abodes Mexico S.A. de C.V., 24 March 2004, RJ-0003.

<sup>5</sup> Aviso Notarial, Secretaría de Relaciones Exteriores (Notary Notice, Secretary of Foreign Relations), 24 March 2004, RJ-0004.

<sup>6</sup> Power of Attorney from Ms. Villareal to Mr. Villareal, 20 May 2003, RJ-0005.

<sup>7</sup> Contrato Privado de Cesión de Derechos (Transfer of Rights Agreement), 6 April 1999, with addendum dated 2 June 1999, RJ-0006.

<sup>8</sup> *Id.*

<sup>9</sup> Constancia (Certificate of Possession) issued to Mr. Balam, 30 April 1994, RJ-0007.

10. Between 2004 and 2008, I paid Mr. Villareal, with funds from my and my wife's business account overseas, for several portions of this land which became known as the "North Lot". By 1 May 2006, I had paid for a total of 1,430 square meters, with an option to buy an additional adjacent 440 square meters.<sup>10</sup> By 15 August 2007, I had paid for a total of 1,870 square meters and had transferred the lot to Jose Mauricio Román Lazo ("Mr. Román"),<sup>11</sup> who agreed to transfer it to me at a later date.

11. In the midst of the above purchases, in around 2005 or 2006, my neighbors told me the Ejido was conducting a census of lot holders to update its records. As part of the process, I understood the Ejido would research and identify the current possessors, and locate and measure the properties with a topographer. After an assessment, the Ejido would issue Certificates of Possession to the current possessors. Mr. Román applied for the Certificate, with the help of my wife. Shortly thereafter, I saw about two or three topographers measuring the lots. They told me they were sent by the Ejido to conduct the measurements.

12. On 5 August 2006, the Ejido Commissariat issued a Certificate of Possession certifying Mr. Román's rights to the North Lot.<sup>12</sup> Mr. Román told me that we could pay for it and pick it up from the office of the Ejido attorney, Mr. Polo Betancourt. Mr. Román and I picked up the Certificate of Possession and paid 38,229.14 Mexican pesos for the Certificate at Mr.

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<sup>10</sup> Addendum (Adendum), 1 May 2006, RJ-0008.

<sup>11</sup> Contrato Privado de Cesión de Derechos (Transfer of Rights Agreement), 15 August 2007, RJ-0009. Between May 2006 and August 2007, additional contracts were executed transferring the combined property to Mr. Román, but they have been lost. I first met Mr. Román, in around 2004, through Mr Villareal. At the time Mr. Román offered me a place to stay during my visits. I took him up on the offer, stayed at his place, and we later became good friends. Instituto Federal Electoral, Credencial Para Votar (Mexican Voter Registration Card), Mr. Román, RJ-0023.

<sup>12</sup> Constancia (Certificate of Possession to Mr. Román), 5 August 2006, C-0049.

Betancourt's office.<sup>13</sup> This Certificate became very useful because later on I showed it every time I applied for and obtained licenses and permits at various agencies of the Mexican government.<sup>14</sup>

13. Continuing with the development, Mr. Villareal, whose daughter also held the lot immediately to the south (the "South Lot"), offered to sell it to me. I was attracted to the lot because it would be easy to expand the utilities to it. Since the South Lot was next to my existing development and my wife and I had visited Mr. Villareal there multiple times, I was very familiar with it. Because we could see that he was living there undisturbed for at least the approximate four years and he said he had been living there for many more years before then, I could see this lot had no problems. Because he seemed to know everybody in the area and had been the president of the local hotel association, it was clear that the people in the area knew where he lived and if there had been any problems with the property, I thought I would have heard about them. It did not appear to me that anybody was making any claim over this lot. But to test the lot, I rented it initially and then converted that arrangement to pay for the lot.

14. On 2 January 2008, Mr. Villareal, on behalf of his daughter, transferred the South Lot to Mr. Román through a Transfer of Rights Agreement.<sup>15</sup> It measured 2,565 square meters. Prior to purchasing the property, we conducted a topography report. Since my wife handled the legal issues and this type of paperwork, she would have handle additional research into the lot

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<sup>13</sup> Recibo de Tesosera del Comisariado Ejidal (Receipt from the Ejido Commisariat's Treasurer) for payment of Certificate of Possession, Treasurer of the Ejido Commissariat, 5 August 2006, RJ-0010.

<sup>14</sup> Notwithstanding the Certificate, sometime in around 2007 to 2008, Mr. Román and I heard that the Ejido was involved in litigation. Mr. Román and I, along with a group of other Ejido landholders, hired Alvaro Lopez Joers ("Mr. Lopez Joers"), an agrarian attorney, to investigate these claims and to ensure that our possession documentation was secure.

<sup>15</sup> Contrato de Cesión de Derechos (Transfer of Rights Agreement), 2 January 2008, C-0051.

purchase. I paid for this lot using funds from my and my wife's business account overseas and the proceeds from my business.

15. About a week later, on 10 January 2008, Mr. Román transferred the North Lot and the South Lot to me, individually, through two Commodatum Agreements<sup>16</sup>, which we both signed.<sup>17</sup> These agreements were prepared by my wife, who had done ongoing research, in conjunction with a local attorney. A Notary later had these reviewed and notarized them.

16. Although I paid for the various lots, during all of the purchases, Mr. Villareal explained that the entire North and South Lots were then held by the same person (his daughter, who held 6,000 square meters), and that Mr. Balam was the underlying holder of these lands, as part of his land which included 18,000 square meters.

17. Between the time I purchased the lots and 2016, I developed the property into *Behla Tulum*, a vacation destination with 5 private villas with 13 bedrooms (11 oceanfront), with a swimming pool, for rental. During each phase of construction, I hired an architect and construction personnel, and obtained the necessary permits and licenses from the Tulum Municipality and the State of Quintana Roo.

18. In late November 2005 I started developing the North Lot by commissioning a 60-day environmental study, and then building a 325 square meter villa (four bedrooms) which I completed by the winter of 2006. In December 2006, I began renting it.

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<sup>16</sup> My wife and I obtained conflicting advice as to how to structure the purchases, including whether I needed to use Abodes Mexico for any purchases. As we learned about the complexities of Mexican and Agrarian law, we eventually settled with all parties involved on using the commodatum agreements for the North and the South lot to me in my personal capacity.

<sup>17</sup> Contrato de Comodato (Commodatum Agreement) (South), 10 January 2008, C-0052; Contrato de Comodato (Commodatum Agreements) (North), 10 January 2008, C-0053.

19. Because the city did not provide access to electricity, municipal water, or sewer, I had to build these systems to service the whole property. In 2006, I started with construction of the sewage system. In that year, I also built a water treatment system. To create electricity, I added solar panels and a generator. In 2010 I added a windmill. With these, the property could function.<sup>18</sup>

20. From 2009 through 2010, I built a three-bedroom villa (about 186 square meters) and a wine store *La Tente Rose*. *La Tente Rose* began operating in 2012. My wife ran this store.

21. To obtain the city's approval of the construction, I hired personnel who submitted an application to Tulum's Urban Development Office with construction drawings, the Certificate of Possession and the Commodatum Agreement demonstrating my lot, and various other documents. I then saw the Urban Development Office inspectors come to the property, spend several hours, inspecting every portion of the construction, and take measurements. On 5 October 2012, the Urban Development Office issued a Construction Regularization license approving this construction<sup>19</sup> and a Certificate of Land Use permitting the use of the property for the above construction.<sup>20</sup> At the same time, it issued a Commercial Land Use License authorizing me to use the property for *La Tente Rose* as a lodging business with two villas, and a store with the sale of beer, wine and liquor in closed containers.<sup>21</sup>

22. In 2013, I added a laundry room and a generator room on the North Lot within the existing structure, which I understood did not require a new regularization.

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<sup>18</sup> On 1 July 2010, Mr. Román executed a power of attorney to me to act on his behalf. Poder General para Pleitos y Cobranzas (Power of Attorney), 1 July 2010, RJ-0011.

<sup>19</sup> Regularización de Obra (Construction Regularization License), 5 October 2012, RJ-0012.

<sup>20</sup> Constancia de Uso de Suelo (Certificate of Land Use), 5 October 2012, RJ-0013.

<sup>21</sup> Licencia de Uso de Suelo Comercial (Commercial Land Use License), 5 October 2012, RJ-0014.

23. Over the years, on a monthly basis the State of Quintana Roo issued provisional alcoholic beverage permits to me authorizing the sale of beer, wine and liquor in closed containers at *La Tente Rose*.<sup>22</sup> After an additional application, on 5 December 2014, the Urban Development Office issued a Commercial Land Use License authorizing me to the use of *La Tente Rose* as a restaurant-bar. Every week, inspectors from Hacienda (the Mexican tax office) visited *La Tente Rose*, checking if I had my alcoholic beverage licenses and proper hours of operation, which I did.

24. In 2008, I built a large, 232 square meter, two-bedroom villa in the South Lot. It was oceanfront where one could walk directly to the ocean from the villa. Around 2012, I built a new two-bedroom villa and two apartments, where I had staff housing, and a huge communal kitchen. By 2014, all of these were complete. In 2015, I added a pool and walls for privacy.

25. In the midst of planning further improvements, in 2016 I applied to the Urban Development Office for a Construction Regularization license for the South Lot construction. I again presented the construction drawings, various other documents, the Transfer of Rights Agreement and the Commodatum Agreement. Again, I saw the Urban Development Office's inspectors inspected every portion of the construction and conducted measurements. In June 2016, when the Mexican government seized my hotel, I received the property tax bill assessed with this new construction,<sup>23</sup> and I was expecting the Construction Regularization and Land Use Licenses for the South Lot at any moment.

26. In addition to the above, during the time my business was in operation we had other licenses, such as:

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<sup>22</sup> Quintana Roo, Provisional Permit for sale of beer, wine and liquor in closed containers, 20 December 2013 and 19 September 2014, RJ-0015.

<sup>23</sup> Tulum Municipal Treasury, Receipt for payment of property taxes (*aportaciones*), 17 June 2016, RJ-0016.

- Operating Licenses issued by the Urban Development Office permitting me to operate the property in the South Lot. I hired personnel, such as Martin, to apply for this license and Martin asked me to submit drawings of the property and explain how I acquired the property for the application. I provided the Transfer of Rights Agreement and Commodatum Agreement to him. Before issuing the license, both state and federal inspectors came to my hotel, confirmed my business and my identity, and made sure everything was in order.
- Operating License from the state of Quintana Roo.<sup>24</sup>
- Municipal Sanitation License, issued by the Municipality of Tulum's Director of Health,<sup>25</sup> permitting operation of the business as long if it follows sanitary conditions.
- Civil Protection License, to ensure safety onsite, such as making sure fire extinguishers are on the premises, the roof has fire protection, gas lines meet all requirements, and measures are in place for the safety of guests. Its inspectors visited the property and property passed inspections.<sup>26</sup>

27. I paid for the fees to ZOFEMAT, relating to the federal zone, as required, every two or three times a year from about 2014 to 2016. I also paid property taxes every year in connection with this lot in the form of *aportaciones* (property tax contributions) in advance of which the municipal government sent inspectors to identify the occupant.<sup>27</sup>

28. In May 2012, we heard that our agrarian law attorney, Mr. Álvaro López Joers, was murdered in his office. As I mentioned previously, this attorney was helping several hotel owners, including me, protect our interests and ensure that our land possession documentation was secure. Shortly after the murder, Mr. López Joers' wife, who was pregnant at the time, came to Mr.

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<sup>24</sup> Licencia de Funcionamiento 2013 (Operating License), 31 December 2012, RJ-0017.

<sup>25</sup> Licencia Sanitaria Municipal (Municipal Sanitary License), *La Tente Rose*, 8 May 2014, RJ-0018.

<sup>26</sup> Letter from *Director of Protección Civil* (Civil Protection Director), to me dated 7 May 2014, noting *La Tente Rose* was in compliance, RJ-0019.

<sup>27</sup> E.g., *Tesorería Municipal, Recibos* (Municipal Treasury, Receipts), 17 June 2016 and 18 June 2012 RJ-0020.

Román's home, since Mr. Román and his wife were very good friends of Mr. López Joers and his wife. She was in shock, now left alone to care for a soon-to-be-born child, and she had to spend the night at Mr. Román's home. Mr. Román told me about these matters and the news spread quickly. It shocked and saddened me, my family and those around me. After the murder, the collective efforts to protect our land possession dissipated. I never received the documentation Mr. Lopez Joers had concerning my lots. After that, I lost my legal representation and it was too difficult to hire an attorney and continue with the matter for fear of being killed. I understand that all of the documents from his office were confiscated by the Public Ministry of Quintana Roo. My friend, Mr. Román was so shocked that he and his wife decided to leave the country to go live in Switzerland, where his wife is from. Despite this enormously sad episode, my wife and I tried to continue onward.

29. In 2013, The Secretary of the Environment and Natural Resources of the federal government's Environmental Protection Agency fined me for a construction on the beach without environmental authorization. Its inspectors came to the property several times, met with me, made extensive inspections and measurements of the property and provided an inspection report. In the end, I paid the assessed fine and the problem was resolved because I complied with their requests to clean the property after we finished construction. On 3 July 2013, this agency lifted the closure seals, and permitted me to re-open the property.<sup>28</sup>

30. On [REDACTED], my wife passed away [REDACTED]. It was a devastating moment for my family and me. She left behind two children and did not get to see the completion of the dream we worked so hard (for almost a decade) to build.

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<sup>28</sup> *Acta de Levantamiento de Sellos de Clausura* (Record of Lifting Closure Seals), 3 July 2013, RJ-0021.



### **III. SEIZURE OF MY HOTEL BY MEXICAN GOVERNMENT AUTHORITES**

34. I continued to operate the business until 17 June 2016, the day when the Mexican authorities seized it. At around 7:00 in the morning I received a call from Orlando, my maintenance employee, who said many people were in the street and were coming to remove us from the property. I was then in Playa del Carmen, about a 45-minute drive from the property. Because Mr. Villareal had a good understanding of the land, sold the land to me, had been president of the hotel association in the area, and seemed to know everybody in the area, I called him to let him know. Since he was on my way, I picked him up and went with him to the property. Mr. Villareal brought with him documentation relating to the historical ownership of this lot.

35. When we arrived in the area, at about 8:00 in the morning, there were about three hundred men lining the street, about fifteen men per affected property. They seemed to be a mob working at the direction of the police or other officials because the police were supporting them. They had sticks and machetes, and were all around my car. I had to drive at snail's pace, at about five miles an hour, because it was difficult to get through. When we arrived, the scene had already unfolded. A swarm of men had broken the front door. Large men came up to us, as we were driving up, and told us to leave. As I stepped out, one large man pushed me in the chest. The men did not show us any papers and were screaming at us, "You leave now." They were all over the area with sticks and rocks in their hands. The men were throwing property out of the windows, such as bed frames and mattresses, and tossing them into trucks. Multiple trucks were in the area. I briefly went into the reception area, where six or seven of these men were present. One person was putting bracelets on guests to give them authorization to stay for two or three more days. Hotel guests were carrying their luggage and panicking. There were so many of these armed men and

they were so threatening that I was unable to proceed further into the property and decided to head back to the car.

36. I only stayed about half an hour. I feared for my life thinking these men would attack me with their weapons. They wanted me to remove my car from the land and I was afraid they would take it. The police refused to speak with me and nobody provided any papers or explanation for this action. I knew I had to get out of there. Although the police officers were in the street, they did not do anything to help us. I was shocked. I could not believe this was happening.

37. Instead, I went to another house in Tulum where I stayed for a while, and I returned to Playa del Carmen in the evening.

38. The last time I saw Mr. Villareal he was speaking with someone who appeared to be an official or police representative. I lost track of him, and had no other option but to leave without him.

39. Through the help of some friends, I was able to retrieve wine bottles from the store. I was saddened at the thought of being unable to recover things that had sentimental value, such as curtains made by my late wife, artwork, and other personal items. I had most of my business documents at the site and was unable to retrieve them.

40. I tried to get back my generator, enlisting the help of the local police, who went to the property and approached the guards on site. From the sidewalk I could see about 15 men trying to move my generator. The police did not retrieve anything and told me they could not go in the property because this was a private property.

41. In the aftermath I had to find substitute lodging for the guests, cancel future reservations, return deposits, unwind the business and try to figure out what I could do to recover the property and the business. I had to pay legal fees. With the seizure, I lost my only income. I

was broke. This event was crushing. I, being 52 at the time, was worried and stressed about my immediate and future ability to support my family and myself.

42. Shortly before this, I had just spent a lot of money on construction improvements and was about finished with the construction regularization permitting process, and had plans to open a store. What seemed like a hopeful future was drowned in this disaster.

#### IV. AFTERMATH OF THE SEIZURE

43. Prior to this seizure, I did not receive any notice of any court proceedings, lawsuit, hearing or an eviction order directed at me or Mr. Román, and Mr. Román told me he had not received any of this either. I was stunned and caught by surprise. I felt powerless amidst the chaotic environment. From here, I was suddenly unable to access or control the property at all. I lost the property and the facilities, equipment, materials – everything contained therein.

44. After the seizure, I decided to retain an attorney and filed an *amparo* (constitutional protection) action with the courts in Mexico, asking for protection of my due process rights.

45. During this process I learned that the purported lawsuit that was the basis for the seizure was between two unrelated parties that never included or even mentioned Mr. Román, Abodes Mexico or me. I did not personally know the parties to this purported lawsuit or that they were in possession of any lot or facility in the area.

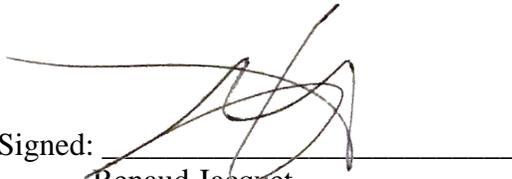
46. Later, the courts dismissed my request and did not even recognize my due process rights. I was shocked at the way the Mexican authorities treated me, ignoring me, my business, and the more than ten years of work that I had done to build this business.

47. A month ago, I passed by the property and saw the property and the structures are still there, and appear to be in operation.

**V. STATEMENT OF TRUTH**

48. Except as otherwise stated, I make this statement on the basis of my personal knowledge or on the basis of documents that I have reviewed in preparing this statement. All of the matters set out in this witness statement are true to the best of my knowledge and belief.

49. This statement has been prepared in English. If I am called to testify at an evidentiary hearing in this arbitration, I anticipate I will do so in English.

Signed:   
Renaud Jacquet  
  
  
