

REPARATION AGREEMENT

STATE ATTORNEY GENERAL'S OFFICE OF BAJA CALIFORNIA
CRIMINAL ALTERNATIVE JUSTICE UNIT

Case File Number: [REDACTED]

Deferred Performance. Process Type: MEDIATION

In the City of MEXICALI, Baja California, at 9:15 a.m. on July 6, 2023, at the facilities occupied by the Criminal Alternative Justice Unit, located at CALZADA DE LOS PRESIDENTES #1185, FRACC. RIO NUEVO, MEXICALI, Baja California, before Facilitator CARLOS MORONI PADILLA HENRY, certification number 010117-27, assigned to this Prosecutor's Office, the following persons appear:

[REDACTED] of [REDACTED] nationality, [REDACTED] years of age, who identifies with a VOTER IDENTIFICATION CARD, number [REDACTED], issued in his/her name, and declares under oath to tell the truth, to have received legal advice and to appear accompanied by counsel LIC. GERMAN JALIL TERRIQUEZ CORDOVA, considering such representation necessary.

[REDACTED] of [REDACTED] nationality, [REDACTED] years of age, who identifies with a VOTER IDENTIFICATION CARD, number [REDACTED], issued in his/her name, and declares under oath to tell the truth, to have received legal advice and does not appear accompanied by counsel because such representation is not deemed necessary.

The parties state that they are aware of the legal effects and scope of entering into a Reparation Agreement and are certain that it is the best means of resolving the dispute that gave rise [REDACTED] /NUC and [REDACTED] /RAC, for the possible commission of conduct defined by law as FRAUD (DECEIVING A PERSON) AND SPECIFIC FRAUD, committed to the detriment of [REDACTED]

Considering that the matter concerns the possible commission of an offense prosecutable upon complaint, an alternative dispute-resolution mechanism is appropriate pursuant to Articles 11, 131 section XVIII, 184 section I, in relation to Article 187 section I, of the National Code of Criminal Procedure, and the matter [REDACTED]

STATEMENTS:

On April 20, 2022, [REDACTED] delivered to [REDACTED] and [REDACTED] the amount in cash of \$ [REDACTED] pesos 00/100 MXN as a down payment for the purchase and sale of a residence located at [REDACTED] in the city of Mexicali, B.C. It was subsequently determined that [REDACTED] [REDACTED] were not authorized to carry out the transaction, for which reason [REDACTED] appeared before this authority to resolve the matter with [REDACTED]

[REDACTED] now reiterate their willingness to enter into a Reparation Agreement, pursuant to Articles 4 section I and 17 of the National Law on Alternative Dispute Resolution Mechanisms in Criminal Matters.

The participants acknowledge the legal capacity in which they act and declare that they are on equal footing and have not acted under intimidation, threats or coercion in entering into this agreement; they understand its scope, purpose and objectives, as well as the principles governing it.

REPARATION AGREEMENT:

FIRST.- [REDACTED] requests from [REDACTED] the amount of [REDACTED] pesos 00/100 MXN ([REDACTED] five hundred pesos 00/100 MXN), as full reparation for damages arising from the offense of FRAUD (DECEIVING A PERSON) AND SPECIFIC FRAUD, committed to his/her detriment, in connection with the facts giving rise to file no. [REDACTED] /NUC and [REDACTED] /RAC.

SECOND.- [REDACTED] agrees to the request made by [REDACTED] and therefore undertakes and agrees to pay the amount of \$ [REDACTED] pesos 00/100 MXN ([REDACTED] five hundred pesos 00/100 MXN), as full reparation for damages relating to the facts that gave rise to this file, payable in 3 partial payments on the following dates and in the following amounts:

PAYMENT DATE	AMOUNT	AMOUNT IN WORDS
Monday, July 24, 2023	[REDACTED]	[REDACTED] pesos 00/100 MXN
Thursday, August 24, 2023	[REDACTED]	[REDACTED] pesos 00/100 MXN
Monday, September 25, 2023	[REDACTED]	[REDACTED] pesos 00/100 MXN

Payments shall be made in cash. The parties agree to meet at [REDACTED] hours at the facilities of the Criminal Alternative Justice Unit of the State Attorney General's Office of Baja California, located at Calzada de los Presidentes 1185, Fraccionamiento Rio Nuevo.

[REDACTED] authorizes attorney LIC. GERMAN JALIL TERRIQUEZ CORDOVA to receive on his/her behalf the three cash payments set forth in this clause. The payments shall be made in person at the time stated above and shall remain safeguarded at the Criminal Alternative Justice Unit of the State Attorney General's Office.

THIRD.- [REDACTED] agrees to the manner in which [REDACTED] offers to make payment under the preceding clause and agrees that, once the total amount of [REDACTED] pesos 00/100 MXN ([REDACTED] five hundred pesos 00/100 MXN) has been received, he/she will state that this Agreement has been fully performed and will have no objection to the competent authority, once this Reparation Agreement is approved and fully performed, ordering the TERMINATION OF THE CRIMINAL ACTION for the offense of FRAUD (DECEIVING A PERSON) AND SPECIFIC FRAUD in relation to the facts giving rise to file no. [REDACTED] /NUC and [REDACTED] /RAC, acknowledging the legal consequences thereof.

FOURTH.- The parties express their satisfaction, considering that this Reparation Agreement has been entered into in accordance with law, does not violate public morals or the law, and was entered into voluntarily. However, noncompliance with these obligations will result in continuation of the investigation or criminal proceedings, as applicable, as though no agreement had been entered into, with the consequence that the defaulting person may not enter into another Reparation Agreement until acquitted.



FIFTH.- Because this Agreement provides for deferred performance, it takes effect as of the date on which the participants sign it and may not extend beyond September 25, 2023; accordingly, the Agreement Monitoring Area shall verify compliance.

SIXTH.- The participants undertake to inform this authority of compliance with, or where applicable noncompliance with, the Reparation Agreement entered into, as well as any change of address or telephone number, for due registration in the National Database, pursuant to Articles 34, 35, 36 and 43 of the National Law on Alternative Dispute Resolution Mechanisms in Criminal Matters.

Having been read clearly and understood by the parties, who are aware of its legal value and effect, they acknowledge and ratify it in each and every part as their written expression of intent, entered into free from fraud, mistake, bad faith or any other defect that applicable law recognizes as grounds for nullity of agreements. Accordingly, pursuant to Article 186 of the National Code of Criminal Procedure, in relation to Article 34 of the National Law on Alternative Dispute Resolution Mechanisms in Criminal Matters, this Reparation Agreement is deemed duly executed.

LIC. CARLOS MORONI PADILLA HENRY

FACILITATOR OF ALTERNATIVE DISPUTE RESOLUTION MECHANISMS IN CRIMINAL MATTERS

LIC. EDUARDO ALBERTO RESENDIZ BENITEZ

PUBLIC PROSECUTOR ASSIGNED TO THE CRIMINAL ALTERNATIVE JUSTICE UNIT

Pursuant to Article 33 of the National Law on Alternative Dispute Resolution Mechanisms in Criminal Matters and Article 190 of the National Code of Criminal Procedure, this Reparation Agreement is validated. The Public Prosecutor at the investigation stage shall approve it for all appropriate legal effects. Accordingly, one copy of this Agreement shall be delivered to each party, and another copy shall be retained for the corresponding record and file, as determined and authorized by the Public Prosecutor.

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Case File Number: [REDACTED]

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A handwritten signature in dark ink, appearing to read "Carlos Moroni Padilla Henry", is written over a horizontal line.

LIC. CARLOS MORONI PADILLA HENRY

FACILITATOR OF ALTERNATIVE DISPUTE RESOLUTION MECHANISMS IN CRIMINAL MATTERS

A handwritten signature in dark ink, appearing to read "Eduardo Alberto Resendiz Benitez", is written over a horizontal line.

LIC. EDUARDO ALBERTO RESENDIZ BENITEZ

PUBLIC PROSECUTOR ASSIGNED TO THE CRIMINAL ALTERNATIVE JUSTICE UNIT

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