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## **REPORT No. 162/24**

### **CASE 14.073**

REPORT ON FRIENDLY SETTLEMENT

ZENON ALBERTO MEDINA LÓPEZ AND FAMILY MEMBERS  
MEXICO

Approved electronically by the Commission on October 24, 2024.

**Cite as:** IACHR, Report No. 162/24, Case 14.073. Friendly Settlement, Zenon Alberto Medina López and family members, Mexico, October 24, 2024.

**REPORT No. 162/24**  
**CASE 14.073**  
FRIENDLY SETTLEMENT  
ZENON ALBERTO MEDINA LÓPEZ AND FAMILY MEMBERS  
MEXICO<sup>1</sup>  
OCTOBER 24, 2024

**I. SUMMARY AND RELEVANT PROCEEDINGS OF THE FRIENDLY SETTLEMENT PROCESS**

1. On February 8, 2010, the Inter-American Commission on Human Rights (hereinafter "the Commission" or "IACHR") received a petition filed by Reynalda Morales Rodríguez; the Miguel Agustín Pro Juárez Human Rights Center "PRODH", the Sinaloense Civic Front ("FCS"), and the Center for Analysis and Research "Fundar" (hereinafter "the petitioners" or "the petitioning party") alleging the international responsibility of the Republic of Mexico (hereinafter "State" or "Mexican State" or "Mexico"), for the violation of the human rights enshrined in Articles 4 (life), 5 (humane treatment), 8 (fair trial), and 25 (judicial protection), in conjunction with Article 1.1 (obligation to respect), and 2 (duty to adopt domestic legal provisions) of the American Convention on Human Rights, (hereinafter "Convention", "American Convention", or "ACHR"), as a result of the extrajudicial execution of Mr. Zenón Alberto Medina at the hands of military agents, as well as the failure to investigate his death, thereby inflicting economic and moral harm to his family. The petitioners also denounced that Mexican domestic law is incompatible with the standards of the American Convention regarding the application of military jurisdiction for the investigation, prosecution, and punishment of human rights violations.

2. On September 6, 2020, the Commission issued Admissibility Report No. 235/20, in which it found the petition admissible and declared its competence to hear the claim filed by the petitioners with respect to the alleged violation of the rights enshrined in Articles 4(right to life), 5 (human treatment), 8 (fair trial), and 25 (judicial protection) of the American Convention in conjunction with Article 1.1 and 1.2 of the same instrument.

3. On March 19, 2021, the petitioning party expressed their willingness to reach a friendly settlement agreement (hereinafter "FSA" or "agreement"), which was conveyed to the State. On September 30, 2022, the State confirmed its intention to explore a possible friendly settlement.

4. On January 24, 2023, the Commission notified the parties of the beginning of the friendly settlement process, which led to the signing of a FSA on July 18, 2023.

5. On November 7, 2023, and July 24, 2024, the petitioning party and the State, respectively, requested the Commission to move forward with the approval of said agreement.

6. Pursuant to Article 49 of the American Convention and Article 40 (5) of the Rules of Procedure of the Commission, this friendly settlement report includes a summary of the facts of the case as alleged by the petitioner and a transcription of the friendly settlement agreement signed on July 18, 2023, by the petitioning party and the representatives of the Mexican State. Additionally, the Commission hereby approves the agreement signed by the parties and decides to publish this report in its Annual Report to the General Assembly of the Organization of American States.

**II. THE FACTS ALLEGED**

7. The petitioners alleged the international responsibility of the Mexican State for the extrajudicial execution of Mr. Zenón Alberto Medina at the hands of military agents, and for the inadequate actions of the State in the administration of justice in connection to his death, causing profound economic and moral harm to his family. They also alleged that Mexican domestic law is incompatible with the standards of

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<sup>1</sup>In accordance with Article 17(2)(a) of the Rules of Procedure of the IACHR, Commissioner José Luis Caballero Ochoa, a Mexican national, did not participate in the discussion or decision on this case.

the American Convention regarding the application of military jurisdiction for the investigation, prosecution, and punishment of human rights violations.

8. The petition states that on March 26, 2008, in the municipality of Badiraguato (Sinaloa), Mexican Army agents allegedly fired at the vehicle in which Mr. Zenón Alberto Medina was traveling, killing him and three other persons<sup>2</sup> under unclear circumstances. Two members of the military also allegedly lost their lives - according to the petitioners, having been shot by members of their own military unit during these confusing events. The petitioners insisted that Mr. Medina and the other civilians who reportedly lost their lives in the incident were unarmed, were not committing any crime, and were allegedly arbitrarily attacked by members of a military unit traveling on the same road as them. These events allegedly took place in the context of a massive deployment of members of the Mexican security forces in operations aimed at preserving domestic public order and citizen security. A massive deployment that, according to the petitioners, entailed a series of human rights violations, which were constantly investigated and prosecuted by the military justice system and therefore remain unpunished.

9. The murder of Mr. Medina was reportedly initially investigated by the military criminal justice system. As of the date of submission of the petition before the IACHR, the investigation had not produced significant results. On March 27, 2008, the Department of Criminal Procedures of the Regional Delegation of the Office of the Attorney General of the Republic (*Procuraduría General de la República*) initiated a preliminary investigation for the crimes of murder, injuries, and other offenses. However, it was agents of the military justice system who conducted the actual investigation of the facts, gathering evidence from the crime scene from the very beginning. On March 29, 2008, the Office of the Federal Public Prosecutors reportedly issued an agreement declining its jurisdiction to continue hearing the facts due to the subject matter and referred the case files to the Office of the Army Public Prosecutor of the 9th Military District in Culiacán (Sinaloa). This decision reportedly was not communicated to the family of the victims. The Office of the Army Public Prosecutors chose to bring criminal proceedings before the Military Judge of the Third Military District in Mazatlán (Sinaloa) against five members of the Army, for crimes of violence against persons. On April 9, 2008, the Military Judge assigned to the Third Military District reportedly issued a formal arrest warrant against the five military agents under investigation. Since then, the family of the victims have been unaware of the status of the proceedings; they have not been contacted to participate in the various procedural actions, and they have learned about the aforementioned developments through press releases from the Ministry of National Defense. The petitioners argued that the jurisdiction assumed by the military justice system constituted a violation of Articles 8 and 25 of the American Convention; and that the handling of public information on the case, as well as the investigation at the hands of the military justice system, with the resulting impunity, caused a level of suffering to the family of Mr. Medina that constitutes a violation of their right to personal integrity.

10. On April 24, 2008, Mrs. Morales filed an amparo action with the purpose of having the criminal proceeding transferred from the military justice system to the ordinary criminal justice system. This action challenged the provision of the Code of Military Justice that defined the scope of military jurisdiction, challenging its specific application to the assumption of jurisdiction by the military criminal justice system over the investigation into the death of Mr. Medina. However, on November 4, 2008, the Eighth District Judge of Sinaloa reportedly decided to dismiss the amparo lawsuit on the grounds that Mrs. Morales lacked legal standing (*carecía de interés jurídico*). The judge allegedly considered that in that criminal proceeding she was not the defendant, but the offended party, and her amparo claim did not meet the requirements for allowing the victim or the offended party to file such action. The Court, allegedly ruled, consequently, that as the offended party, Mrs. Morales could not call, through an amparo proceeding, for the criminal investigation to be changed from the military jurisdiction to the ordinary jurisdiction. Mrs. Morales filed an appeal for review of this decision on November 21, 2008, before the First Collegiate Circuit Court of the Twelfth Circuit. In January 2009, the First Chamber of the Supreme Court of Justice of the Nation was reportedly requested to exercise its power to transfer jurisdiction (*facultad de atracción*) and to rule on the unconstitutionality of the legal scope of military jurisdiction. On April 1, 2009, the First Chamber of the Supreme Court of Justice reportedly decided not to exercise its power to transfer jurisdiction, but to resume its original jurisdiction with respect to the

<sup>2</sup> The petition names Edgar Geovanny Araujo Alarcón, Manuel Medina Araujo, and Irineo Medina Díaz, who also died in these events, but does not state that the petition under review was filed in their names. The petitioning party expressly states that it represents the next of kin of the deceased Zenón Alberto Medina.

constitutionality issues raised in the proceeding. On July 8, 2009, it was reportedly decided to refer the proceeding to the Maximum Plenary of the Supreme Court. On August 10, 2009, the majority of the Plenary considered that Mrs. Morales lacked standing to demand that the extension of military jurisdiction to the investigation for the death of Mr. Medina be submitted to constitutional control. This final decision of the Supreme Court of Justice was published on August 11 in the bulletin lists of the Plenary (*listas de estrados*). The petitioners questioned the conventionality of the arguments of the Supreme Court in this decision; and also claimed, in short, that by virtue of this decision of Mexico's highest court, Mrs. Morales had been deprived of access to any domestic judicial remedy to question the competence of the military criminal justice system in specific cases. The aforementioned due to the fact that it was the country's highest judge who had ruled, in August 2009, that the victims and injured parties did not have the right to resort to civil courts through amparo proceedings to question the competence of the military jurisdiction in cases of human rights violations. In doing so, they considered that the right to judicial protection of Mrs. Morales was violated.

11. Furthermore, the Ministry of National Defense reportedly summoned the family of the deceased, including Reynalda Morales Rodríguez, to a meeting on April 30, 2008. During this meeting, they were offered financial compensation, which they received after signing a document stipulating that the victims chose not to reserve the right to file any civil or administrative action in relation to the facts. The petitioning party alleged that Mrs. Morales had not received sufficient counseling before agreeing to the compensation and signing the document. They asserted that the amount of compensation received is not fair and does not amount to full reparation of the damages suffered by the family of Mr. Medina after his death.

12. It was also reported that on March 27, 2008, the brother of Mr. Zenón Alberto Medina had filed a complaint about his death with the Regional Human Rights Commission of the State of Sinaloa, which was referred to the National Human Rights Commission. This National Commission, after its investigation, issued Recommendation No. 36/2008 declaring that the fundamental rights to life, personal integrity, legality, and legal security had been violated, and recommending that full reparations be granted to the victims, as well as that the military personnel responsible be punished, among other recommendations. However, the National Human Rights Commission did not question the extension of military jurisdiction to the case.

13. Finally, the petitioners alleged that Article 57 of the Mexican Code of Military Justice, because of the way in which it formulates the scope of military jurisdiction. In practice, it allows the military jurisdiction to routinely hear cases of human rights violations committed by members of the security forces. The petitioners invoked the decision of the Inter-American Court in the case of Radilla Pacheco v. Mexico, in which it was determined that said article 57 contravened the American Convention and should be amended. In the opinion of the petitioners, this legal provision had not yet been amended at the time of filing their petition; and together with the decision of the Supreme Court of Justice that deprived citizens such as Mrs. Moreno of any possibility of challenging the submission of a specific case to military criminal jurisdiction through an amparo action, this provision constituted a violation attributable to the Mexican State of Article 2 of the American Convention.<sup>3</sup>

### III. FRIENDLY SETTLEMENT

14. On July 18, 2023, the parties signed a friendly settlement agreement, the text of which establishes the following:

#### **FRIENDLY SETTLEMENT AGREEMENT CASE 14.073 "ZENÓN ALBERTO MEDINA LÓPEZ AND FAMILY MEMBERS"**

<sup>3</sup> Although the investigation had initially been assigned to the Military Court assigned to the First Military District, it was later transferred to the ordinary jurisdiction before the Seventh District Court of Sinaloa. The proceeding was filed as criminal case 1574/2012 for the crimes of murder and personal injury, to the detriment of Zenón Alberto Medina and other persons. On July 7, 2014, the Seventh District Court of Sinaloa issued a conviction against six members of the Army for the crimes of simple intentional murder (*homicidio simple intencional*), reckless homicide, and violence against persons, sentencing them to more than twelve years in prison and the payment of a fine. Subsequently in the same case, a seventh member of the Army was sentenced to imprisonment and fined on March 2, 2015, for the crimes of simple intentional murder and violence against persons. In this regard, see IACHR, Report No. 235/20. Petition 180-10. Admissibility. Zenón Alberto Medina López and family members. Mexico. September 6, 2020.

Friendly Settlement Agreement regarding Admissibility Report No. 235/20, derived from Petition 180-10 Zenón Alberto Medina López and Family Members, hereinafter "**AGREEMENT**", issued by the Inter-American Commission on Human Rights, hereinafter "**IACHR**", entered into by the United Mexican States, hereinafter the "**MEXICAN STATE**", represented in this act by Alejandro de Jesús Encinas Rodríguez, Undersecretary of Human Rights, Population, and Migration, and by Enrique Irazoque Palazuelos, Head of the Unit for the Defense of Human Rights, both on behalf of the Ministry of the Interior, hereinafter "**GOVERNMENT**"; Martha Yuriria Rodríguez Estrada, Executive Commissioner on Attention to Victims, and Patricia Socorro Bedolla Zamora, General Director of Legal Affairs, both on behalf of the Executive Commission on Attention to Victims, hereinafter "**CEAV**"; and Christopher Ballinas Valdés, General Director of Human Rights and Democracy, on behalf of the Ministry of Foreign Affairs, hereinafter the "**SRE**", in his capacity as Honorary Witness; and, on the other hand, Reynalda Morales Rodríguez, Jair Alberto Medina Morales, Jesús Brayton Medina Morales, and Jonathan Medina Morales, who appear in their own right, hereinafter "**THE VICTIMS**", assisted by Jorge Santiago Aguirre Espinosa, Director of the Human Rights Center (*Centro de Derechos Humanos*) Miguel Agustín Pro Juárez, A.C. (*Centro ProDh*), hereinafter referred to as "**THE REPRESENTATION**"; and who acting jointly shall be referred to as "**THE PARTIES**", in accordance with the following:

## **BACKGROUND**

### **PROCESSING OF THE CASE BEFORE THE INTER-AMERICAN HUMAN RIGHTS SYSTEM**

On February 8, 2010, the "**IACHR**" received an initial petition alleging the international responsibility of the "**MEXICAN STATE**" for the extrajudicial execution committed by members of the Army against Zenón Alberto Medina López and for the subsequent lack of access of the victims to truth, justice, and comprehensive reparation of the facts as required by the American Convention on Human Rights (**ACHR**).

On April 8, 2016, the "**IACHR**" forwarded pertinent parts of the petition to the "**MEXICAN STATE**."

On September 6, 2020, the "**IACHR**" issued Admissibility Report 235/20 in regard to Petition 180-10 related to the case of Zenón Alberto Medina López and family members.

In response, the "**MEXICAN STATE**", the petitioner organizations, and the victims, initiated a process of dialogue to outline the contents of a friendly settlement, as reflected in this "**AGREEMENT**."

Based on the above, "**THE PARTIES**" have agreed to this "**AGREEMENT**", in accordance with the following Declarations:

## **DECLARATIONS**

**I.** "MINISTRY OF INTERIOR (**GOBERNACIÓN**)" states that:

**1.1.** It is an agency of the Federal Public Administration, under the terms of Article 90 of the Political Constitution of the United Mexican States; Articles 1, 2, section I; 26; and 27 of section VII of the Law of the Federal Public Administration; and Article 1 of the Internal Regulations of the Ministry of the Interior (**RISEGOB**).

**1.2.** In accordance with Article 27, section VII of the Law of the Federal Public Administration, it is, inter alia, responsible for conducting the internal policy of the federal executive branch where not expressly attributed to another unit thereof. It also oversees

compliance with constitutional provisions by the country's authorities, especially with regard to human rights, and adopts the necessary administrative measures to that end.

**1.3.** The Undersecretary of Human Rights, Population and Migration, Alejandro de Jesús Encinas Rodríguez, is empowered to sign this "**AGREEMENT**", in accordance with Articles 2, Section A, subsection II and 6, subsections IX and XII of the **RISEGOB**.

**1.4.** The Head of the Unit for the Defense of Human Rights, Enrique Irazoque Palazuelos, is empowered to sign this "**AGREEMENT**", in accordance with Articles 2, Section B, subsection VI; 10, subsection V; and 43 of the **RISEGOB**.

**1.5.** The Unit for the Defense of Human Rights, in accordance with Articles 2, Section B, Section VI and 43, Sections VI, X, XI, and XII, of the **RISEGOB**, has the authority to address the recommendations issued by International Human Rights Organizations, whose competence, procedure, and resolution are recognized by the "**MEXICAN STATE**."

**1.6.** It states that its legal address for all legal purposes under this "**AGREEMENT**" is Bucareli No. 99, Colonia Juárez, Delegación Cuauhtémoc, Código Postal 06600, Mexico City.

**2.** The "**CEAV**" states that:

**2.1.** It is a decentralized agency of the Federal Public Administration, responsible for acting as the operating body of the National System for Attention to Victims, in accordance with Articles 3, Section I of the Law of the Federal Public Administration; 79, 82, 84, and 88 of the General Law on Victims; and 2 of the Statute of the Executive Commission for Attention to Victims.

**2.2.** The Executive Commissioner for Attention to Victims, Martha Yuriria Rodríguez Estrada, is empowered to represent the "**CEAV**" and to conduct the relationships with international organizations and foreign institutions in matters related to the scope of competence of the "**CEAV**", in accordance with the provisions of Articles 95, sections I, VII, and IX of the General Law of Victims; 35, section XII of the Regulation of the General Law of Victims; and 5, section I; and 7, sections II and VII of the Statute of the Executive Commission for Attention to Victims.

**2.3.** The General Director of Legal Affairs, Patricia Bedolla Zamora, is empowered to legally represent the "**CEAV**" before any authority in jurisdictional proceedings and in any matter of a legal nature, as well as processes of any kind to promote or perform all acts permitted by law, which favor the rights of the "**CEAV**", in accordance with Articles 5, section IV and 16, fractions, I, IV, and VII of the Statute of the Executive Commission for Attention to Victims.

**2.4.** For all legal purposes of this "**AGREEMENT**", the legal address is Ángel Urraza 1137, Colonia Del Valle, Demarcación Territorial Benito Juárez, Postal Code 03100, Mexico City.

**3.** The "**SRE**" states that:

**3.1.** It is an agency of the Federal Public Administration, under the terms of Article 90 of the Political Constitution of the United Mexican States, and in accordance with Articles 1, 26, and 28, Sections I and II of the Law of the Federal Public Administration, it is responsible, inter alia, for promoting, fostering, and ensuring coordination of the foreign policy of the Federal Executive, as well as participating before the international organizations of which the Government of Mexico is a member.

3.2. For purposes of redressing human rights violations, the "**MEXICAN STATE**" shall comply with such commitment under the terms established by the applicable laws; in particular, with respect to the "**SRE**", the execution of this "**AGREEMENT**" shall be understood, under the terms of the provisions of Article 3, Section IV of the Internal Regulations of the Ministry of Foreign Affairs, as a witness of honor.

3.3. The Director General of Human Rights and Democracy, Christopher Ballinas Valdés, has the authority to receive and process complaints and claims filed against the "**MEXICAN STATE**" before international human rights organizations, as well as to promote the adoption of the necessary measures to resolve such complaints or claims in accordance with the law, pursuant to Articles 6, Section A, subsection IX, subsection o) and 17, subsections XI and XXII, and 36, subsections XII and XIV of the Internal Regulations of the Ministry of Foreign Affairs, for which reason it subscribes the present agreement as a witness of honor.

3.4. It states that its legal address for all legal purposes under this "**AGREEMENT**" is Avenida Juárez No.20, Colonia Centro Delegación Cuauhtémoc Código Postal 06010, Mexico City.

4. "**THE VICTIMS**", assert that:

4.1. Reynalda Morales Rodríguez appears in the herein document in her own right, accrediting her legitimate right to do so by exhibiting Birth Certificate number 1770, Book 02, Official Office 0007 of the Municipality of Culiacán of the State of Sinaloa; and identifies herself with voting credential document number [...], issued to her by the National Electoral Institute. She is Mexican, of legal age, and appears accompanied by her representative.

4.2. Jair Alberto Medina Morales appears in the herein document in his own right, accrediting his legitimate right to do so by exhibiting Birth Certificate number 293, Book 01, Official Office 0001 of the Municipality of Badiraguato of the State of Sinaloa; and identifies himself with voting credential document number [...], issued to him by the National Electoral Institute. He is Mexican, of legal age, and appears accompanied by his representative.

4.3. Jesús Brayton Medina Morales appears in the herein document in his own right, accrediting his legitimate right to do so by exhibiting Birth Certificate number 00048, Book 01, Official Office 001 of the Municipality of Badiraguato of the State of Sinaloa; and identifies himself with voting credential document number [...], issued to him by the National Electoral Institute. He is Mexican, of legal age, and appears accompanied by his representative.

4.4. Jonathan Medina Morales appears in the herein document in his own right, accrediting his legitimate right to do so by exhibiting Birth Certificate number 412, Book 02, Official Office 0001 of the Municipality of Badiraguato of the State of Sinaloa; and identifies himself with voting credential document number [...], issued to him by the National Electoral Institute. He is Mexican, of legal age, and appears accompanied by his representative.

4.5. Under oath, they state that their legal address for the purposes of this agreement is [...].

5. "**THE REPRESENTATION**" states that:

5.1. Jorge Santiago Aguirre Espinosa, Director of the Miguel Agustín Pro Juárez Human Rights Center, A.C. (Centro Prodh), appears in this act as representative of "**THE VICTIMS.**" He is a Mexican, of legal age and accredits his identity with the official identification document number [...] of the National Electoral Institute.

5.2. Under oath, he states that his legal address for the purposes of this agreement is [...].

6. "THE PARTIES" assert that:

6.1. They recognize each other's legal standing (*personalidad*) for appearing and signing the "AGREEMENT" in accordance with Articles 48, paragraph 1, subparagraph f) and 49 of the "ACHR"; and 40 and 48, paragraph 1 of the Rules of Procedure of the "IACHR."

6.2. They acknowledge that this "AGREEMENT" is entered into within the framework of the case filed before the "IACHR" against the "MEXICAN STATE", which was processed under number 14.073, and that once it is signed, it will be submitted to the "IACHR" for its corresponding verification and follow-up.

6.3. It is their will to enter into this "AGREEMENT" in accordance with the following:

**CLAUSES:**

**ONE. - PURPOSE OF THE "AGREEMENT."**

The purpose of this "AGREEMENT" is to reach a friendly settlement in **Case 14.073 "Zenón Alberto Medina López and his family"** being processed before the "IACHR", as well as to agree on the measures of comprehensive reparation for damages, and the manner of compliance and supervision thereof.

**TWO. - JURISDICTION OF THE INTER-AMERICAN HUMAN RIGHTS SYSTEM.**

The "MEXICAN STATE" has been a State Party to the ACHR since March 24, 1981.

The "IACHR" is a principal, autonomous body of the Organization of American States (OAS) whose mandate arises from the OAS Charter and the American Convention on Human Rights (ACHR).

The main function of the "IACHR" is to promote the observance and defense of human rights and, thus, to hear matters related to the fulfillment of the commitments made by the States Parties to the "ACHR."

This "AGREEMENT" is based on Articles 33(a), 41(f), 48.1(f), and 49 of the ACHR and Articles 40 and 48 of the Rules of Procedure of the "IACHR", which establish the authority of the "IACHR" to hear those matters related to the compliance with the international obligations recognized in the ACHR, as well as its power to follow up on the matters under its jurisdiction in which the parties have determined to reach a friendly settlement.

**THREE. - ACKNOWLEDGMENT OF INTERNATIONAL RESPONSIBILITY.**

Based on the facts that constitute the factual basis of this case, it has been determined that the "MEXICAN STATE" is responsible for violations arising from the breach of Articles 4 (right to life), 5 (right to humane treatment), 8 (right to a fair trial), and 25 (judicial protection) of the ACHR, in conjunction with its Articles 1.1 (obligation to respect rights) and 2 (domestic legal effects).

**FOUR. - FACTUAL BASIS OF THE "AGREEMENT."**

The signing of this "AGREEMENT" considers as factual basis the Admissibility Report of the "IACHR" No. 235/20, specifically the facts described in paragraphs 1 to 7; by which petition 180-10 is admitted for processing in relation to Articles 4, 5, 8, and 25 of the ACHR, in conjunction with its Articles 1.1 and 2. Likewise, it includes the facts contained in Recommendation No. 36/2008 issued by the National Human Rights Commission on July 11,



2008, which was addressed to the General Secretary of National Defense and which has been determined to have been fully implemented by the aforementioned authority.

**FIVE. - GENERAL OBLIGATIONS OF "THE PARTIES" WITH RESPECT TO COMPREHENSIVE REPARATION OF DAMAGES.**

"**THE PARTIES**" recognize the obligation of the "**MEXICAN STATE**" to provide comprehensive reparation to "**THE VICTIMS**" and agree on the comprehensive reparation specified under the terms of the measures of reparation specified herein.

The responsibility for coordinating the fulfillment of the measures of reparations shall be on the "**MINISTRY OF THE INTERIOR**" ("**GOBERNACIÓN**"). It shall promote the institutional collaboration of the "**MEXICAN STATE**" for the implementation of all the measures set forth in this "**AGREEMENT**."

"**THE VICTIMS**" undertake to comply with the indispensable legal and formal requirements for the granting of the following measures of reparation. The "**MEXICAN STATE**" shall guarantee that the requirements do not entail an excessive administrative burden or cause revictimization, guaranteeing the participation of "**THE REPRESENTATION**" to assist in the proceedings, always prioritizing the rights of the victims.

**SIX. - MEASURES OF REHABILITATION.**

The purpose of the measures of rehabilitation is to overcome the adverse consequences on the physical and psychological health of victims caused as a result of the victimizing events.

**SEVEN. - HEALTH MEASURES.**

The "**MEXICAN STATE**" shall grant measures aimed at restoring the physical and mental health of "**THE VICTIMS**" in accordance with the following:

The "**MEXICAN STATE**" undertakes to provide each of the "**THE VICTIMS**" with adequate, preferential and cost-free medical and psychological care, and specialized care as required.

Medical care shall be provided through the public institutions of the "**MEXICAN STATE**" and in the event that the medical or psychological service required by "**THE VICTIMS**" needs to be provided in facilities outside their place of residence, the "**MEXICAN STATE**" shall pay the costs of any travel needed and per diem expenses, provided that the facilities are within the Mexican territory and these services cannot be provided in their place of residence.

Medical care shall be extended to the provision of medicines, analyses, necessary studies, and all supplies required, even when the closest public institutions to the place of residence does not have them, thereby ensuring that the "**MEXICAN STATE**" guarantees complete care through the "**CEAV**."

The "**MEXICAN STATE**" shall not be obligated to provide medical or psychological care to "**THE VICTIMS**" if they decide to temporarily or permanently change their residence outside the national territory. Notwithstanding the fact that the medical care may be resumed in the event that they return to Mexican territory.

**EIGHT. - MEASURES OF SATISFACTION.**

Measures of satisfaction, without being of a pecuniary nature, seek to recognize and restore the dignity of the victims, providing for measures of public scope or repercussion, aimed at repairing moral damage.

In order to achieve the aforementioned, the following measures are agreed upon:

**1. ACT OF ACKNOWLEDGMENT OF INTERNATIONAL RESPONSIBILITY AND APOLOGY.**

The "**MEXICAN STATE**" shall hold a private ceremony for the acknowledgment of international responsibility and apology, led by the Undersecretary of Human Rights, Population, and Migration, representing the "**MINISTRY OF INTERIOR**", and a representative of the "**MINISTRY OF FOREIGN AFFAIRS**" (SRE).

In addition to the private ceremony for the acknowledgment of international responsibility and apology, a written document, signed by the Head of the "**UDDH**" expressing the acknowledgment of international responsibility and apology, shall be delivered to "**THE VICTIMS**."

The content of the act and its dissemination shall be established by "**THE PARTIES**", through the pertinent Appendix that shall be incorporated to this "**AGREEMENT**". The content of the written document detailed in the previous paragraph shall be established as part of said Appendix.

**2. PUBLICATION.**

The "**MEXICAN STATE**" shall publish on one occasion the Friendly Settlement Report adopting the "**AGREEMENT**" in the Official Gazette of the Federation.

The characteristics, content, duration of the working group, and the specific objectives to be reviewed will be agreed upon by "**THE PARTIES**" and established in the pertinent Appendix of the "**AGREEMENT**."

**NINE. COMPENSATION.**

The "**MEXICAN STATE**" shall issue a payment corresponding to the damages suffered by the affected party, including both material and non-material damages. The payment shall be made considering the provisions of the Rules of Operation of the Trust for the Fulfillment of Human Rights Obligations (**Rules of Operation**), taking into account the concepts contained in this instrument, and the amounts specified in the corresponding Appendices of the "**AGREEMENT**."

**1. COMPENSATION FOR NON-MATERIAL DAMAGES.**

The Inter-American Court of Human Rights (**I/A Court H.R.**), has developed in its case-law the notion of non-material damages and has established that it includes "both the suffering and hardship caused to the direct victims and their family, the impairment of values of great significance to them and also the changes of a non-pecuniary nature in the living conditions of the victim or her family."<sup>4</sup>

For the purposes of this "**AGREEMENT**", the determination of the financial compensation shall be made in accordance with the provisions of the **Rules of Operation**.

**2. COMPENSATION FOR MATERIAL DAMAGES.**

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<sup>4</sup> Cf. I/A Court H.R. *The "Street Children" Case (Villagrán Morales et al.) v. Guatemala*. Supra, note 2, par. 84; *Case of Rosendo Cantú et al. v. Mexico*, supra note 30, par. 275; And case of Ibsen Cárdenas and Ibsen Peña v. *Bolivia*, supra note 30, par. 278.

This refers to the loss or detriment to the income of the victims, the expenses incurred as a result of the facts, and the consequences of pecuniary nature that have a causal link to the facts of the case. This should include consequential damages and, if applicable, the loss of profits.<sup>5</sup> In its determination, the differentiated impact that the violation of human rights had on the victims due to the fact that the victims are women or due to any specific condition, such as being heads of household and/or belonging to an indigenous community, must be taken into account.

For the purposes of this "**AGREEMENT**", the determination of financial compensation shall be made in accordance with the provisions of the **Rules of Operation**.

### **3. ACADEMIC SCHOLARSHIPS.**

As of the signing of this agreement, the "**MEXICAN STATE**" shall provide scholarships to Reynalda Morales Rodríguez, Jair Alberto Medina Morales, Jesús Brayton Medina Morales, and Jonathan Medina Morales, to enable them to continue with their studies until they complete their university studies, provided they comply with the requirements established in the **Rules of Operation**.

Likewise, considering the degree of progress achieved in their university studies, the "**MEXICAN STATE**" will make a one-time payment for each of the aforementioned persons for degree expenses and issuance of professional certificates for those victims who have already completed their undergraduate studies or are close to completing them, either by way of reimbursement or payment upon presentation of a receipt (*pago a contrarrecibo*). For the delivery of the above-mentioned educational support, it will be necessary to submit a proof of studies detailing the degree of progress of the beneficiaries, the approximate time it will take them to graduate, and the cost of the process according to the corresponding university, including the expenses for the processing of any professional license.

### **TEN. - ACCESS TO JUSTICE.**

The "**MEXICAN STATE**", through the "**CEAV**" and in collaboration with "**THE REPRESENTATION**", agrees to appoint a Victim's Legal Advisor so that "**THE VICTIMS**" may access and obtain copies of the cases and other criminal files that are open, related to the facts of the instant case.

### **ELEVEN. - GUARANTEES OF NON-REPETITION.**

The "**MEXICAN STATE**", through the "**MINISTRY OF INTERIOR**", will convene a working group with the petitioner organizations, in which representatives of the "**MINISTRY OF FOREIGN AFFAIRS**" and of the federal forces that carry out security tasks will participate. In particular, it will include representatives of the Secretariat of Security and Citizen Protection "**SSPC**", in order to analyze proposals to improve -in accordance with the principle of maximum publicity- compliance with the obligations derived from Article 32 of the National Law on the Use of Force (**LNUF**), specifically with respect to the detailed reports that must be prepared when force is used in the performance of their duties. "**THE PARTIES**" agree to explore the possibility of requesting international technical assistance to accompany the implementation of the measure.

### **TWELVE. - COMPREHENSIVE NATURE OF THE "AGREEMENT."**

<sup>5</sup> **Rules of Operation of the Trust for the Fulfillment of Human Rights Obligations**, published in the Official Gazette of the Federation on December 6, 2013. Article 2, paragraph j).

This "**AGREEMENT**" and its Appendices constitute a single document. Once the aforementioned Appendices are agreed upon by "**THE PARTIES**" and their terms are defined, they will become an integral part of the "**AGREEMENT**", at which point the "**MEXICAN STATE**", through the "**MINISTRY OF FOREIGN AFFAIRS**" will inform the "**IACHR**."

#### **THIRTEEN. -CONFIDENTIALITY.**

"**THE PARTIES**" agrees to comply with the provisions set forth in the General Law of Transparency and Access to Public Information, the Federal Law of Transparency and Access to Public Information, the General Law of Protection of Personal Data in Possession of Obligated Parties, the Federal Law of Protection of Personal Data in Possession of Private Parties, and other applicable provisions.

Likewise, in order to fully comply with the purpose of this "**AGREEMENT**", "**THE PARTIES**" that may have access to personal data for which the other Party is responsible, hereby agree to: **(i)** process such personal data only for purposes related to the "**AGREEMENT**"; **(ii)** refrain from processing personal data for purposes other than those indicated by the other Party; **(iii)** implement security measures in accordance with the General Law on Transparency and Access to Public Information, the General Law on Protection of Personal Data in the Possession of Obligated Parties, the Federal Law on Protection of Personal Data in the Possession of Private Parties, the Federal Law on Transparency and Access to Public Information, and other applicable provisions; **(iv)** to observe confidentiality with respect to the personal data processed; **(v)** to delete the personal data processed once the "**AGREEMENT**" is terminated; and **(vi)** to refrain from transferring the personal data.

In the event that either of "**THE PARTIES**" becomes aware of personal data other than that indicated in the preceding paragraph, that are contained in records, databases, or any other medium pertaining to the other Party, both Parties hereby agree to comply with the provisions of the General Law for the Protection of Personal Data in Possession of Obligated Parties, the Federal Law for the Protection of Personal Data in Possession of Private Parties, the General Law of Transparency and Access to Public Information and the Federal Law of Transparency and Access to Public Information, as the case may be, as well as the privacy requirements of each of them, in the understanding that, unless the holders of such personal data agree to their disclosure, they must refrain from any processing of such data.

#### **FOURTEEN. - TERMINATION OF THE "AGREEMENT."**

##### **1. TERMINATION DUE TO THE COMPLIANCE WITH THE PURPOSE OF THE "AGREEMENT."**

This "**AGREEMENT**" shall be considered terminated once its purpose has been fulfilled and the reparations stipulated herein have been fully implemented by the "**MEXICAN STATE**" on behalf of "**THE VICTIMS**."

For such purposes, any of "**THE PARTIES**" may request the "**IACHR**" to determine compliance with this "**AGREEMENT**." The "**IACHR**" shall be the only authority empowered to consider the "**AGREEMENT**" as fulfilled.

##### **2. TERMINATION DUE TO SUBSTANTIAL BREACH OF THE "AGREEMENT."**

"**THE VICTIMS**" may request the "**IACHR**" to terminate the friendly settlement process formalized in this "**AGREEMENT**" in advance, when after three (3) years from its signature, there is a substantial failure by the "**MEXICAN STATE**" to comply with three or more obligations arising therefrom. Upon such event, the "**IACHR**" shall determine the continuity of the contentious process by issuing the corresponding report on the merits.

None of "**THE PARTIES**" may unilaterally terminate this "**AGREEMENT**." To this end, and in accordance with Article 40.4 of the "**IACHR**" Rules of Procedure, if a party decides not to continue with the Friendly Settlement process due to non-compliance with the same, the "**IACHR**" shall be the only authority to terminate the "**AGREEMENT**" or to determine advance satisfaction of, or non-compliance with, the obligations contained therein.

**FIFTEEN. - PROCEDURE FOR EARLY TERMINATION OF THE "AGREEMENT" AND SATISFACTION OR BREACH OF OBLIGATIONS.**

Under the terms of Article 41 of its Rules of Procedure, the "**IACHR**" may determine compliance or noncompliance with any obligation arising from this "**AGREEMENT**."

If either of "**THE PARTIES**" considers that any obligation derived from this "**AGREEMENT**" has been fulfilled or not fulfilled, it shall inform the "**IACHR**" and request it to render a decision on the matter. The party wishing to consider that an obligation established in the "**AGREEMENT**" has been satisfied in advance must accompany its notification to the "**IACHR**" with evidence proving that the grounds set forth in Clause Fourteenth, paragraph 1, have been met.

The party wishing to consider an obligation satisfied in advance shall request the "**IACHR**", once it receives the petition referred to in the previous paragraph, to inform the other party and to give the latter a reasonable opportunity to express its opinion on the matter and to submit the evidence it deems pertinent.

In the event that it is "**THE VICTIMS**" who request early termination of the "**AGREEMENT**", if, having heard "**THE PARTIES**", the "**IACHR**" considers that some of the grounds for early termination of the "**AGREEMENT**" contained in clause Fourteen, paragraph 2, have been met, "**THE PARTIES**" shall request it to proceed, *mutatis mutandi*, in accordance with the provisions of Article 40.6 of the "**IACHR**" Rules of Procedure.

**SIXTEEN. FORTUITOUS EVENT OR FORCE MAJEURE.**

None of "**THE PARTIES**" shall be liable for any delay or failure in the performance of this "**AGREEMENT**" resulting directly or indirectly from acts of God or force majeure. If the causes that gave rise to the delay or non-compliance referred to above no longer apply, execution of this instrument will be restored.

**SEVENTEEN. - APPLICABLE LAW.**

This "**AGREEMENT**" is based on Article 48, paragraph f) of the "**ACHR**" and Article 40 of the Rules of Procedure of the "**IACHR**." The rights and obligations of "**THE PARTIES**" derived from this "**AGREEMENT**" are governed by the "**ACHR**", the Rules of Procedure of the "**IACHR**", and the exact wording of the clauses contained therein, as well as the legal provisions applicable at the national level regarding the actions of the authorities of the "**MEXICAN STATE**."

**EIGHTEEN. - INTERPRETATION OF THE "AGREEMENT."**

"**THE PARTIES**" agree that for the resolution of any conflict that may arise in the interpretation and/or implementation of this "**AGREEMENT**", the literal interpretation of the terms contained therein shall be considered firstly and, secondly, in the event that the literal interpretation of the terms leads to an ambiguous or manifestly unreasonable conclusion, the

interpretation that best protects the rights of **"THE VICTIMS"**, as well as the principles of interpretation established by international human rights law, shall be used.

#### **NINETEEN. -DISPUTE RESOLUTION.**

**"THE PARTIES"** agree that, should a dispute arise regarding the interpretation or implementation of this **"AGREEMENT"**, they shall have the obligation to conduct effective negotiations in good faith to settle the dispute.

Only in the event that the negotiations are unsuccessful shall **"THE PARTIES"** submit the dispute to the arbitration of the **"IACHR"**, which shall act as a mediator to settle it.

**"THE PARTIES"** expressly waive any other means of dispute resolution that may exist in national legislation or in international law, regarding the facts that are the subject matter of the petition.

#### **TWENTY. - SUPERVISION AND ADOPTION OF THE "AGREEMENT."**

Pursuant to Article 48 of the Rules of Procedure of the **"IACHR"**, **"THE PARTIES"** request the **"IACHR"** to supervise this **"AGREEMENT"**.

In turn, in accordance with Article 40.5 of the Rules of Procedure of the **"IACHR"**, **"THE PARTIES"** request the **"IACHR"** to issue an approval report within its Period of Sessions following the signature of this **"AGREEMENT."**

#### **TWENTY-ONE. - ENTRY INTO FORCE.**

This Agreement shall enter into force on the date of its signature by the Parties.

Having read the **"AGREEMENT"** and being aware of its legal scope and content, **"THE PARTIES"** sign it on the margin and at the bottom in 8 (eight) copies in Mexico City, on July 18, 2023.

#### **IV. DETERMINATION OF COMPATIBILITY AND COMPLIANCE**

15. The IACHR reiterates that in accordance with Articles 48(1)(f) and 49 of the American Convention, the purpose of this procedure is to "reach a friendly settlement of the matter based on respect for the human rights recognized in the Convention". The acceptance to pursue this process expresses the good faith of the State to comply with the purposes and objectives of the Convention pursuant to the principle of *pacta sunt servanda*, by which States must comply with the obligations assumed in the treaties in good faith.<sup>6</sup> It also wishes to highlight that the friendly settlement procedure set forth in the Convention allows for conclusion of individual cases in a non-contentious manner, and has proven, in cases involving a variety of countries, to provide an important vehicle for resolution that can be used by both parties.

16. The Inter-American Commission has closely followed the progress of the friendly settlement reached in the instant case and values the efforts made by both parties during the negotiation of the agreement to reach this friendly settlement, which is compatible with the object and purpose of the Convention.

17. Given the information provided by the parties to date, and by virtue of their request to move forward with the approval of the Agreement, it is appropriate at this time to assess compliance with the commitments contained in this friendly settlement agreement.

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<sup>6</sup> Vienna Convention on the Law of Treaties, United Nations Doc A/CONF.39/27 (1969), Article 26: "**Pacta sunt servanda**" *Every treaty in force is binding upon the parties to it and must be performed by them in good faith.*

18. In this regard, the Commission values the declarative clause three of the FSA, in which the Mexican State recognizes its international responsibility for the violation of the rights to life, humane treatment, fair trial and judicial protection, established in Articles 4, 5, 8, and 25 of the American Convention, in conjunction with Article 1.1 and 2 of the same instrument, to the detriment of Zenón Alberto Medina López and his family.

19. In relation to clauses six and seven clauses, on rehabilitation and health measures, respectively, on September 15, 2023, the State reported that on August 3, 2023, a working meeting was held with the indirect victims of the case, the Executive Commission for Attention to Victims (CEAV), the Center for Comprehensive Attention in Sinaloa, and the federal legal advisor. In said meeting they were informed of the corresponding procedures and about the process of completing the form for the psychology department and the therapeutic treatment related to the medical and psychological care of the beneficiaries, in accordance with the provisions of Articles 36 and 37 of the General Law on Victims and Articles 3, 23, and 32.2 of the guidelines on the subject for the granting of support measures. In addition, it was reported that the only person who gave individual informed consent to access care was Mrs. Reynalda Morales Rodríguez. Her three children stated that they did not need such assistance for the time being. Furthermore, on February 21, 2024, the State indicated that the psychologist assigned to assist the patient was Alicia Iribe Felix. The State confirmed that she has held phone conversations on September 6, 2023, and October 6, 2023, with Mrs. Reynalda Morales Rodríguez, who finally came to the CAI-Sinaloa facilities on December 7, 2023, to begin her therapeutic treatment.

20. In addition, on February 21, 2024, the State reiterated that the steps were taken by the CEAV through the Comprehensive Care Center (CAI) in Sinaloa with the federal legal advisor. Likewise, the registration of the mother and father of Zenón Alberto Medina López to the National Registry of Victims was formalized on September 7 and 11, 2023, respectively. Through the General Director of Legal Affairs of the CEAV, it was reported that on August 15, 2023, the CAI of Sinaloa asked Reynalda Morales Rodríguez, Jonathan Medina Morales, Jesús Brayton Medina Morales, and Jair Alberto Medina Morales, for their ID cards and previous diagnoses in order to be able to move forward with the appropriate health care procedures.

21. In this regard, the State emphasized that, as of the date of submission of the report, the requested documentation had not been sent and that, on February 2, 2024, social work personnel assigned to the CAI-Sinaloa again requested by telephone that Mrs. Morales Rodríguez submit the required medical documentation for herself and her son Jair Alberti Medina Morales. In response, Mrs. Morales stated that she no longer had medical attention as she had finished her studies, and such services were only available to her because she was a student. With respect to her son, she stated that she would take the corresponding steps before the Mexican Institute for Social Security (hereinafter "MISS") to have required documentation issued. Likewise, the State indicated that, to move forward with compliance with the measure, the Medical Services Directorate, attached to the General Directorate of Care and Support of CEAV, was asked to make the necessary arrangements to obtain the medical diagnosis of both beneficiaries. Finally, it was reported that in October 2023, Mrs. Reynalda Morales Rodríguez contacted CAI staff, stating that she had been admitted due to a medical emergency to the Civilian Hospital of Culiacán and asked for reimbursement of the corresponding medical expenses. She was informed that this should be formally requested by submitting the necessary documentation, to enable evaluation of the request in accordance with the provisions of the Guidelines for the Granting of Resources for Aid, Assistance, and Integral Reparation to Victims. However, to date, the documentation has not been received.

22. On November 7, 2023, the petitioning party confirmed that on October 16, 2023, Mrs. Morales Rodríguez had a medical emergency and was admitted to the Civilian Hospital of Culiacán, where she received adequate care, but not free of charge, and is currently applying for the respective reimbursements from CEAV. In addition, the petitioners mentioned that Mrs. Morales Rodriguez has been told to have a new surgical procedure which has already been scheduled at the same hospital. Subsequently, on September 2, 2023, the petitioning party informed that, to date, the assessment of the diagnosis of the beneficiaries of the FSA have not been performed and the medical expenses incurred as a result of the hospitalization of Mrs. Reynalda Morales in October 2023 have not been reimbursed. In this regard, the petitioning party explained that CEAV personnel

had confirmed in July 2024 that the request was being processed to determine whether the reimbursement was appropriate.

23. Therefore, taking into account the information provided by the parties, the Commission considers, and hereby declares, that clauses Six and Seven of the FSA have been partially complied with. In this regard, the Commission is reportedly awaiting information on the outcome of the feasibility study by the CEAV on the reimbursement of expenses in favor of the beneficiary Reynalda Morales, as well as more information on the actions taken by the State to ensure that victims have access to comprehensive health care with a differentiated approach. Finally, it is reportedly awaiting confirmation from the petitioners of the submission of the required documentation in order to move forward with the corresponding diagnoses in relation to the FSA beneficiaries who are interested in taking advantage of these measures.

24. With regards to paragraph 1 of clause eight, related to the celebration of a private ceremony for the acknowledgment of international responsibility, the Commission observes that it has not received information from the parties on the progress made with respect to this matter. Consequently, it considers, and hereby declares, that compliance with this aspect of the agreement is still pending. In light of the above, the Commission will await updated information from the parties on its execution subsequent to the approval of this report.

25. Regarding paragraph 2 of clause eight, related to the publication of the Article 49 report, the Commission observes that, according to the terms stipulated by the parties in the text of the FSA, said measure shall be implemented once the friendly settlement agreement has been approved. Therefore, the Commission considers, and hereby declares, that compliance with this aspect of the agreement is still pending. In light of the above, the Commission will await updated information from the parties on its execution subsequent to the approval of this report.

26. With respect to paragraphs 1 and 2 of clause nine, on compensatory damages for non-material and material damages, respectively, on August 11, 2023, the State indicated that on August 2, 2023, the Welfare Bank (*Banco del Bienestar*) reported on the payment of the compensatory damages in favor of the beneficiaries of the FSA. On November 7, 2023, the petitioning party confirmed the information provided by the State and emphasized that the beneficiaries received the amounts agreed upon as compensatory damages in accordance with the provisions of clause nine. Therefore, the Commission considers, and hereby declares, that paragraphs 1 and 2 of clause nine of the FSA have been met with full compliance.

27. With regards to paragraph 3 of clause nine, related to academic scholarships, the State reported on October 20, 2023, that on October 10, 2023, the Welfare Bank stated that it delivered, by electronic transfer to Mrs. Reynalda Morales Rodríguez, the amount of \$68,468.40 Mexican pesos as academic scholarships for the 2023-2024 school year. Likewise, Mr. Jonathan Medina Morales was awarded \$68,468.40 Mexican pesos as academic scholarships for the 2023-2024 school year. Finally, the State reported that the amount of \$12,565.00 Mexican pesos was paid to Jesús Brayton Medina Morales and Jair Alberto Medina Morales, respectively, for their degree and professional license expenses. The State also indicated that the corresponding funds were duly transferred to accounts opened at the Welfare Bank on behalf of Reynalda Morales Rodríguez for the amount of \$12,565.00 Mexican pesos and to the account of Jonathan Medina Morales in the amount of \$149,501.80 Mexican pesos.

28. In its letters of November 7, 2023, and September 2, 2024, the petitioning party acknowledged compliance with the measure with respect to Jonathan and Jesús Medina Morales, who had already completed their studies and received the corresponding support for their degrees and the issuance of their professional licenses. The petitioning party also confirmed compliance with the measure with respect to Reynalda Morales Rodríguez, who has already completed her psychology studies. Finally, regarding Jair Medina Morales, they reported that he is starting his seventh semester, in a nine-semester educational program plus one year of social service, and that the payments corresponding to still pending school years and degree procedures have yet to be made. In this regard, on August 26, 2024, the petitioning party submitted the request for payment to the Unit for the Defense of Human Rights of the Ministry of the Interior (SEGOB), for the 2024-2025 school year, attaching the record of subjects taken and proof of payment of enrollment, but they have yet to receive



said payment. In this regard, the petitioners welcomed the actions taken by the Mexican State to provide academic scholarships to the beneficiaries.

29. Based on the information provided by the parties, the Commission considers, and hereby declares, that substantial, partial compliance with this aspect of the agreement has been achieved. In this regard, the Commission awaits concrete information on the progress of the academic education of Jair Alberto Medina Morales and the coverage of the corresponding degree expenses.

30. With respect clause ten, on access to justice, the State indicated on September 15, 2023, that on August 3, 2023, a working meeting was held with the indirect victims of the case, the Executive Commission for Attention to Victims (CEAV) and the Center for Integral Attention in Sinaloa, as well as the federal legal advisor. In particular, on August 15, 2023, personnel from the Federal Legal Counsel informed the FSA beneficiaries about the status of Criminal Case 157/2012-1 filed in the Seventh District Court in the state of Sinaloa, which has 33 volumes. It highlighted the date of the final judgment on November 15, 2018, the appeal filed by the Federal Public Defender on behalf of the accused on November 23, 2018, as well as information related to the execution of the judgment and the reparation of the damage. Likewise, the State pointed out that the Federal Legal Counsel had signaled that a federal legal advisor had been appointed in the state of Sinaloa. On the other hand, it stated that the beneficiaries were provided with a copy of the operative paragraphs of the final judgment of November 15, 2021.

31. Likewise, the State indicated on February 21, 2024, that the Federal Legal Counsel has continued to take steps to expedite the criminal proceedings. In addition, it reported that several actions were carried out. In particular, the State added that, on September 6, 2023, by means of official letter CEAV/SIN/0581/2023, the Seventh District Court in the state of Sinaloa was asked to provide digitized or e-mail copies of the 33 volumes that make up criminal case 157/2012-1. In this regard, it indicated that, on September 12, 2023, issuance of the copies was authorized at the expense of the Federal Legal Counsel, along with authorization for their consultation. In this regard, it was referred that the First District Specialized Court in Criminal Enforcement in Mexico City remitted for lack of jurisdiction various records of the criminal case 157/2012-1 to the Seventh District Court in the state of Sinaloa, to hear and resolve the issue of comprehensive reparation. Consequently, on August 11, 2023, information was requested from the Seventh District Court in the state of Sinaloa on the proceedings for comprehensive reparation before the First District Specialized Court in Criminal Enforcement in Mexico City.

32. According to the information provided, on September 8, 2023, the Seventh Court reportedly notified the start of an unspecified motion to quantify the amount that would constitute the award for reparations for the harm caused to the victims. On September 25, 2023, a declaration of acceptance of the motion was made as previously indicated. Finally, the State mentioned that, to date, that motion is being processed.

33. In turn, on November 7, 2023, the petitioning party confirmed that the CEAV had assigned Ms. Medina Rodríguez a legal advisor for victim assistance and that she has already appeared in court in criminal case 157/2012-I filed in the Seventh District Court of Sinaloa. In addition, the petitioning party mentioned that it is reviewing the scope of the determination of the Criminal Execution Judge with respect to the amount of compensation determined for the harm to which the military officer who was held liable in the criminal proceeding is obligated to pay. Subsequently, the petitioning party informed that it had received the copies of the case file and reiterated that the amount of the damages to be paid by the person responsible for the facts was still being assessed. In this regard, it acknowledged the actions taken by the State to comply with this measure by assigning a legal advisor to the beneficiaries, as well as providing them with copies of the criminal case file. In light of the above, based on the information provided by the parties, the Commission considers, and hereby declares, that this clause of the FSA has been met with full compliance.

34. With respect to clause eleven, on measures of guarantees of non-repetition, the Commission observes that it has not received information from the parties on the progress made with respect to the convening of the working group as agreed. Therefore, the Commission considers, and hereby declares that

compliance with this clause is still pending. In light of the above, the Commission will await updated information from the parties on its execution subsequent to the approval of this report.

35. Furthermore, the Commission considers, and hereby declares, that paragraphs 1 and 2 of clause nine (financial compensation for non-pecuniary and material damages), as well as the clause ten (access to justice) of the FSA have been met with full compliance. With respect to paragraph 3 of clause nine (academic scholarships), the Commission considers, and hereby declares, that substantial partial compliance has been achieved. Likewise, the Commission notes, and hereby declares, that clauses six (rehabilitation measures) and seven (health measures) have been met with partial compliance. Finally, the Commission observes, and hereby declares, that compliance with clauses eight (measures of satisfaction) and eleven (guarantees of non-repetition) is still pending.

36. Finally, the Commission remarks that the remaining content of the agreement is declarative in nature and, therefore, does not require supervision. Finally, the Commission considers that partial compliance with the agreement has been achieved and it will continue to monitor the implementation of the aforementioned clauses until full compliance has been achieved.

## **V. CONCLUSIONS**

1. Based on the foregoing and in keeping with the procedure provided for in Articles 48(1)(f) and 49 of the American Convention, the Commission would like to reiterate its profound appreciation of the efforts made by the parties and its satisfaction that a friendly settlement has been arrived at in the present case on the basis of respect for human rights and consistent with the object and purpose of the American Convention.

2. Based on the reasons and conclusions contained in this report,

### **THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS**

#### **DECIDES:**

1. To approve the terms of the agreement signed by the parties on July 18, 2023.
2. To declare full compliance with paragraphs 1 and 2 of clause nine (financial compensation for non-material and material damages) and clause ten (access to justice) of the friendly settlement agreement, as per the analysis set forth in this report.
3. To declare partial substantial compliance with paragraph 3 of clause nine (academic scholarships) of the friendly settlement agreement, as per the analysis set forth in this report.
4. To declare partial compliance with clauses six (rehabilitation measures) and seven (health measures), as per the analysis set forth in this report.
5. To declare that compliance with clauses eight (measures of satisfaction) and eleven (guarantees of non-repetition) of the friendly settlement agreement is still pending, as per the analysis set forth in this report.
6. To declare partial compliance with the friendly settlement agreement signed on July 18, 2023.
7. To continue to monitor clauses six (rehabilitation measures), seven (health measures), eight (satisfaction measures); paragraph 3 of clause nine (academic scholarships); and clause eleven (guarantees of non-repetition) of the friendly settlement agreement, until full compliance has been achieved, as per the analysis set forth in this Report. To that end, to remind the parties of their commitment to report periodically to the IACHR on its compliance.

8. To publish this report and include it in its Annual Report to the General Assembly of the OAS.

Approved by the Inter-American Commission on Human Rights on the 24th day of the month of October, 2024. (Signed:) Roberta Clarke, President; Carlos Bernal Pullido, Vice President; Edgar Stuardo Ralón Orellana, Arif Bulkan, Andrea Pochak, and Gloria Monique de Mees, Commissioners.