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REPORT No. 114/21
CASE 12.737
REPORT ON FRIENDLY SETTLEMENT

CARLOS RAÚL MORALES CATALÁN
GUATEMALA

Approved electronically by the Commission on June 9, 2021.

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FRIENDLY SETTLEMENT
CARLOS RAÚL MORALES CATALÁN
GUATEMALA¹
JUNE 9, 2021

I. SUMMARY AND RELEVANT PROCEEDINGS OF THE FRIENDLY SETTLEMENT PROCESS

1. On April 27, 2001, the Inter-American Commission on Human Rights (hereinafter the "Inter-American Commission", "Commission" or "IACHR") received a petition filed by Carlos Raúl Morales Catalán (hereinafter "the petitioner") on behalf of himself and his sons José Raúl and Javier Ernesto Morales Vera (hereinafter "the alleged victims") against the Republic of Guatemala (hereinafter "the Guatemalan State", "Guatemala" or the "State") for the alleged responsibility of the Guatemalan State in the denial of justice suffered by the petitioner and the alleged victims in the criminal proceedings and in the damages lawsuit established as a consequence of the injuries suffered by their sons in a car accident, which occurred on July 16, 1998.

2. The petitioner alleged that the State of Guatemala was responsible for the violation of the rights enshrined in Articles 5 (personal integrity), 8 (judicial guarantees), 19 (rights of the child) and 25 (guarantees of judicial protection) of the American Convention on Human Rights (hereinafter the "Convention" or "American Convention") in accordance with Article 1(1) and (2) of said international instrument. In addition, it alleged the violation of Articles 1 (definition of a child as a human being under eighteen years of age), 3 (superior interest of the child), 6 (inherent right to life of children) and 19 (obligation of the State and guarantees of protection of children) of the United Nations Convention on the Rights of the Child.

3. On November 12, 2009, the IACHR issued an Admissibility Report No. 120/09 in which it declared admissible the petition on the alleged violation of the rights enshrined in Articles 8 (judicial guarantees) and 25 (guarantees of judicial protection), in accordance with Article 1(1) of the American Convention. In its admissibility report, the Commission considered that the alleged difficulties in accessing the reparation ordered by the courts for the injuries caused in the accident to the Morales Vera children, could characterize a possible violation of human rights; and that the establishment of a criminal conviction for the determination of civil reparations for the victims as part of the legal system of the criminal proceedings in Guatemala, could constitute an alleged violation of the right to judicial protection within a reasonable period of time.

4. On January 19, 2010, the petitioner requested the Commission to initiate a friendly settlement procedure. On this regard, the Guatemalan State reported on a bilateral working meeting for the drafting of an FSA and on the actions taken "with the purpose of concluding the internal requirements to sign the friendly settlement agreement". Subsequently, the parties signed a friendly settlement agreement on December 21, 2010.

5. On November 23, 2020, the petitioner requested the Commission, in the framework of the implementation of Resolution 3/20 on differentiated actions to address the procedural backlog in friendly settlement proceedings, to approve and publish the friendly settlement agreement reached in this case. This information was sent to the State for its consideration.

6. In this friendly settlement report, in accordance with Article 49 of the Convention and Article 40(5) of the Commission's Rules of Procedure, a summary of the facts alleged by the petitioner is given and the friendly settlement agreement signed on December 21, 2010, between the petitioner and representatives of the Guatemalan State is transcribed. Likewise, the agreement signed between the parties is approved and it is

¹ Commissioner Stuardo Ralón Orellana, a national of Guatemala, did not participate in the consideration of the vote on this case in compliance with article 17 (2) (a) of the IACHR.

agreed that this report will be published in the Annual Report of the IACHR to the General Assembly of the Organization of American States.

II. THE FACTS ALLEGED

7. According to the petitioners' allegations, on July 16, 1998, their two sons, Javier Ernesto and José Raúl Morales Vera, aged 2 and 4 respectively at the time of the events, were traveling to school in a minibus driven by Laura Patricia Torón Torres de Luna. On the way, the minibus was collided with another vehicle driven by Santiago Quidiello Valenzuela. As a result of the incident, one minor died and seven others were injured, among them the Morales Vera children.

8. The petitioner also indicated that, because of the accident, his son Javier Ernesto lost the mobility of his right index finger and had a 20% impairment of the function of his hand, for which he would need reconstructive surgery to return his finger to normal. Regarding his other son José Raúl, he reported that he suffered injuries to the abdominal viscera, blows to the head and a hip injury that would cause an alteration of the bone structure. The above would have implied that the minor underwent several surgeries due to a shortening of the left femur that caused him difficulties to walk. He also indicated that he suffered a deviation of the spine that requires surgical intervention. Finally, he indicated that because of the accident he would have had to pay a considerable amount of money for medical, surgical and legal services, and that, given his precarious economic situation, he was not able to cover all the necessary procedures.

9. The petitioner indicated that the Prosecutor had filed a criminal action against Laura Patricia Torón Torres de Luna and Santiago Quidiello Valenzuela before the Third Criminal Court of First Instance, Drug Trafficking and Crimes against the Environment. The petitioner had requested to be included as a co-plaintiff and civil plaintiff in the proceedings but was unable to participate in this capacity in the first hearing, since he did not have the consent of the defendants. The petitioner indicated that the criminal trial began more than four years after the filing of the complaint with the Commission, without a final decision.

10. Subsequently, on March 5, 2004, the Guatemalan Courts reportedly convicted Laura Patricia Torón Torres and Santiago Quidiello Valenzuela, establishing that each should pay a compensation of 250,000 quetzals to the petitioner, by way of civil liability for the injuries caused to the alleged victims. On August 24, 2005, the petitioner reportedly initiated an executive proceeding to enforce the civil indemnity. As a result, the court issued a payment order to the convicted parties, but they refused to pay and fraudulently concealed their assets, so that they could not be seized either.

11. On September 18, 2006, the petitioner reportedly filed a complaint with the Prosecutor against Mrs. Torón Torres for the fraudulent transfer of assets and rights, charging her with the crimes of material and ideological falsehood and concealment of assets. The petitioner alleged that said criminal proceeding was at a standstill and that the Prosecutor's Office had not initiated the pertinent inquiries.

12. The petitioner alleged that the impossibility of obtaining the compensation corresponding to the criminal proceeding for the injuries suffered by his children represented a denial of justice by the Guatemalan State, making it impossible to obtain the economic means to pay for the surgeries necessary for the rehabilitation and cure of his children. It also considered that justice had not been obtained within a reasonable period of time, given the delays in the initiation of the first criminal proceedings, the failure to enforce civil obligations in a timely manner, as well as the delay in processing the criminal complaint filed against Laura Patricia Torón Torres.

III. FRIENDLY SETTLEMENT

13. On December 21, 2010, the parties signed a friendly settlement agreement. The content of the agreement submitted to the IACHR is included below.

FRIENDLY SETTLEMENT AGREEMENT
CASE 12.737 CARLOS RAÚL MORALES CATALÁN AND OTHERS
I. PARTIES

The State of Guatemala appears, through the Executive Presidential Coordinating Commission on Policy regarding Human Rights Matters- COPREDEH (in Spanish), through its president Dora Ruth del Valle Cobar, position accredited with the Government Appointment Agreement number forty-eight (48) of January thirtieth, two thousand eight and the possession registry number seven dash two thousand eight (7-2008) recorded in the State Registration Books number thirty-eight thousand seven hundred and sixty-two (38762) of the Presidential Coordinating Commission of the Executive Policy on Human Rights, authorized by the General Comptroller of Accounts of the Nation; Attorney Enma Estela Hernández Tuy de Iboy, in her capacity as Legal Advisor of the Department for the monitoring of International Human Rights Cases of said institution and legal representative of the State by special power of attorney conferred by the Attorney General of the Nation, as recorded in public deed number one hundred and seventy (170) by the Public Notary of the Chamber and Government, which is registered under number one hundred and ninety-seven thousand three hundred and twenty-three dash E (197323-E) of the electronic registry of Powers of Attorney of the General Archive of Protocols of the Supreme Court of Justice; for the petitioner appears Mr. Carlos Raúl Morales Catalán, on behalf of himself and the Morales Vera family (wife and two minor children), forty-nine years of age, married, Guatemalan, merchant, of this domicile and city, who identifies himself with the identification card [XXX], issued by the municipal mayor of this capital city; and Marco Leopoldo Zeissig Ramírez, forty-five years old, married, Guatemalan, Lawyer and Notary, of this domicile, who identifies himself with the identification card number [XXX], issued by the municipal mayor of Mixco, of the department of Guatemala, who acts as Lawyer and legal representative of the petitioner. By the present act they appear with the purpose of signing a **friendly settlement agreement in case 12.737 CARLOS RAÚL MORALES CATALÁN AND OTHERS**, in accordance with Article 40 (40) of the Rules of Procedure of the Inter-American Commission on Human Rights and the rights enshrined in the American Convention on Human Rights "Pact of San José". In accordance with Article 32 (2) of the IACHR Rules of Procedure, Petition No. 270-01 has been admitted and registered before this high international organization under the number of Case 12.737 Carlos Raúl Morales Catalán and others, according to admissibility report No. 120/09 of November twelfth, two thousand nine.

II. BACKGROUND

In 2001, Mr. Carlos Raúl Morales Catalán filed a petition with the Inter-American Commission on Human Rights against the State of Guatemala for the denial of the right to judicial guarantees and the right to an effective judicial remedy, with respect to Articles 8 and 25 in relation to Articles 1.1 and 2 of the American Convention on Human Rights "Pact of San José". The petition is based on the denial of justice suffered by Mr. Carlos Raúl Morales Catalán, in the criminal proceeding and the civil action for compensation for the culpable injuries suffered by his sons JOSÉ RAÚL and JAVIER ERNESTO MORALES VERA. The Article 19 of the Convention on the Rights of the Child has also been violated.

Since the accident occurred, Mr. Carlos Raúl Morales Catalán initiated legal actions to obtain justice for his two children, and thus became a Plaintiff and Civil Plaintiff against LAURA PATRICIA TORÓN TORRES DE LUNA and SANTIAGO QUIDIELLO VALENZUELA, within the criminal proceedings carried out by the Prosecutor, before the Third Criminal Court of First Instance, Drug Trafficking and Crimes against the Environment, file number 1157-98.

On July 20, 1998, the Court issued an indictment and ordered the two defendants to be released on bail, subject to a Q 8,000.00 bail. The process was paralyzed for nearly 5 years before it was elevated to a final charge and a criminal trial. The indictment was filed on March

15, 1999, and the trial began in October 2003 before the Eighth Criminal Court of First Instance, Drug Trafficking and Crimes against the Environment, file 12-2003, due to the appeals filed by the defendants.

On March 5, 2004, the Court sentenced Laura Patricia Torón Torres de Luna to four years of commutable imprisonment, at the rate of one hundred quetzals per day, for the crime of culpable homicide committed against the life of the minor Francisco Roberto Ortiz De León and Santiago Quidiello Valenzuela to a conviction of three years and six months of commutable imprisonment, at the rate of one hundred quetzals per day for the crime of culpable homicide, committed against the life of the minor Francisco Roberto Ortiz De León, and culpable injuries to seven children, including the children José Raúl and Javier Ernesto Morales Vera. In the decision, the defendants were sentenced to pay five hundred thousand quetzals (Q 500,000.00) jointly, as civil liabilities in favor of the MORALES VERA children at the rate of two hundred and fifty thousand quetzals (Q 250,000.00) for each of the convicted.

The decision was appealed by the parties, for which reason it was sent to the First Chamber of the Criminal Court of Appeals. On July 7, 2004, a judgment was issued declaring the appeals to be dismissed and the judgment became final on August 31, 2004.

To enforce the indemnity, on August 24, 2005, Mr. Carlos Raúl Morales Catalán initiated the Execution of the Judgment by means of a Writ of Execution before the Third Criminal Court of First Instance, process identified with number 7565-05, third officer. Despite the demand for payment ordered by the Third Criminal Court of First Instance, Mr. Laura Patricia Torón Torres de Luna and Mr. Santiago Quidiello Valenzuela have refused to pay the amount owed, as well as the legal interest corresponding to the sums owed and the procedural costs. Nor has it been possible to attach assets in the name of the defendants.

Mr. Morales Catalán filed a criminal complaint against Mrs. Laura Patricia Torón Torres de Luna, for having fraudulently transferred assets and rights in favor of her son Sergio Luna Torón, for the crimes of material misrepresentation and concealment of assets.

On November 23, 2009, the Inter-American Commission on Human Rights sent a communication in which it informed the State of Guatemala that it had approved the Admissibility Report No. 120/09, arguing violation of Articles 8 (Judicial Guarantees) and 25 (Judicial Protection) in relation to Articles 1.1 and 2 of the American Convention on Human Rights.

Based on the provisions of Article 37 (4) of the Rules of Procedure of the Inter-American Commission on Human Rights, the IACHR placed itself at the disposal of the parties in order to reach a friendly settlement of the matter, in accordance with Article 48 (1) (f) of the American Convention on Human Rights. The State of Guatemala duly informed the IACHR of its willingness to facilitate a friendly settlement and requested its accompaniment and objectivity in the process.

In order to promote the protection and unrestricted respect for human rights and in compliance with the international obligations acquired with the approval and ratification of the American Convention on Human Rights and other applicable international instruments, and aware that the violation of the human right to judicial guarantees and judicial protection caused economic damages to the victim and his family, there is a legal duty to repair them, and therefore, the State of Guatemala together with the petitioner, Calor (sic) Raúl Morales Catalán, initiated a negotiation process to reach a Friendly Settlement Agreement.

III. LEGAL AND POLITICAL BASIS OF THE STATE OF GUATEMALA REGARDING THE SEARCH FOR FRIENDLY SETTLEMENTS

The American Convention on Human Rights establishes in its articles 48 paragraph 1 f), 49, and 50 the possibility of reaching a friendly settlement, which must be based on the respect for Human Rights. For its part, the National Human Rights Policy in charge of the Presidential Commission for the Coordination of the Executive Policy on Human Rights - COPREDEH - in force since 2007, approved by Governmental Agreement 552-2207, establishes among its guidelines that "The Government will continue to promote the search for friendly settlements, before the Inter-American Commission on Human Rights, a mechanism that allows joining the efforts of the representatives of the victims, the State investigation entities and the aforementioned international instance to promote the growth of certain cases, especially serious ones, and to repair the damages caused by the violation of Human Rights".

IV. COMMITMENTS ASSUMED BY THE GUATEMALAN STATE

The State of Guatemala hereby establishes the following commitments:

1) ACKNOWLEDGMENT OF THE FACTS

The State of Guatemala recognizes and accepts the international responsibility arising from its failure to comply with its obligation to guarantee, respect and protect the rights to judicial guarantees and judicial protection of Mr. Carlos Raúl Morales Catalán as contained in the American Convention on Human Rights

2) ECONOMIC COMPENSATION

The parties of this Friendly Settlement Agreement recognize the mutual willingness demonstrated in agreeing on an amount that will allow economic compensation to the petitioner and his family, for the material damage caused, according to the facts of the case brought to the attention of the Inter-American Commission on Human Rights, and to this effect, the State of Guatemala, after an actuarial study carried out by an expert, OBLIGATES to pay the liquid and enforceable amount of ONE MILLION TWO HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED NINETY-EIGHT QUETZALS AND FIVE CENTS (Q 1,229,298.05), as economic compensation in favor of Carlos Raúl Morales Catalán and his family. Said amount shall be paid in legal tender.

3) OTHER MEANS OF REPARATION

This Friendly Settlement Agreement establishes the obligation of the State of Guatemala to comply with the respective immaterial or moral damages through the following commitments:

- a) **Private Acknowledgment:** The State of Guatemala undertakes to dignify the victim with a private act of acknowledgment of the State's international responsibility and request for forgiveness to Mr. Carlos Raúl Morales Catalán and his family, which will be held at the headquarters of the Presidential Commission for the Coordination of Executive Policy on Human Rights.
- b) **University Scholarships:** The State of Guatemala undertakes to take the necessary steps before the General Secretariat of Planning and Programming of the Presidency of the Republic SEGEPLAN-, so that the petitioner's sons, José Raúl Morales Vera, and Javier Ernesto Vera, may each obtain a one-time scholarship for undergraduate studies at a private university in the country, respectively, through the National Trust Fund for Scholarships and Educational Credit - FINABECE. For the granting of undergraduate

scholarships, this commitment will be fulfilled when each of the beneficiaries acquires the necessary academic degree for such purpose.

It is the obligation of the beneficiaries to comply with all the basic requirements for the degree they choose, accepting the benefits and obligations derived from the scholarships.

This commitment will expire in 5 years from the present date, without responsibility for the State of Guatemala, due to the lack of request by some of the beneficiaries.

- c) **Medical Assistance:** The State of Guatemala, in accordance with the possibilities and hospital services of the Ministry of Public Health and Social Assistance, undertakes to provide permanent medical, physical, and psychological care to the petitioner Carlos Raúl Morales Catalán, Mónica Esmeralda Vera Mármol de Morales and their two children, José Raúl and Javier Ernesto Morales Vera, who specifically require surgical, neurological, and psychological care, through the appropriate specialists.
- d) **Creation of a driver education program:** The State of Guatemala undertakes to make the necessary arrangements with the Municipality of Guatemala so that the road safety education program will be named (sic) José Raúl and Javier Ernesto Morales Vera.

If the Municipality of Guatemala denies the processing of the respective denomination, the petitioner agrees to identify another program established by the same Municipality of Guatemala.

- e) **Justice:** The State of Guatemala, in accordance with the mandate of COPREDEH, commits itself to promote the necessary actions before the institutions of the justice sector for the execution of the sentence of damages and prejudices dictated by the First Instance Criminal, Drug Trafficking and Crimes against the Environment Sentencing Court, against Mr. SANTIAGO QUIDIELLO VALENZUELA and LAURA PATRICIA TORÓN TORRES DE LUNA, which are currently being processed in the Third Court of First Instance of the Civil Branch, as well as, among others, the corresponding public criminal actions for the misappropriation of assets, material and ideological falsehood that are being instructed within the criminal proceeding being followed by the Public Ministry, in the Special Prosecutor's Office for Fraud Crimes, file No. MP001-2006-76999 and in the Special Prosecutor's Office for Fraud Crimes, file No. MP001-2006-76999, among others. MP001-2006-76999 and before the Fourth Court of First Instance of the Criminal Branch and Crimes against the Environment, which the petitioner has promoted, and to promote any other measure to achieve effective compliance with the sentence, within a period of one year. For this purpose, COPREDEH will constitute an operational promotion committee through bimonthly worktables, with the State actors in charge of such legal actions, to record the progress made in the resolution of the case.

V. NOTIFICATION TO THE ILLUSTRIOUS INTER-AMERICAN COMMISSION ON HUMAN RIGHTS

In the terms mentioned, the parties subscribing to this Agreement undertake to inform the Inter-American Commission on Human Rights, jointly or separately, of the commitments contained therein and to report to the Commission every six months on the progress of compliance. This agreement shall be immediately brought to the attention of the Commission for its information.

VI. INTERPRETATION

The meaning and scope of this Friendly Settlement Agreement shall be interpreted in accordance with Articles 29 and 30 of the American Convention on Human Rights, as

applicable, and the principle of good faith. In case of doubt or disagreement between the parties on the content of this Friendly Settlement Agreement, the Inter-American Commission on Human Rights shall decide on its interpretation.

VII. SUPERVISION

Under the terms of Article 48 (1) (f) of the American Convention on Human Rights, the Commission shall supervise compliance of the commitments contained in this agreement until their definitive accomplishment.

VIII. LEGAL BASIS

This Friendly Settlement Agreement is based on the human rights recognized in Articles 8 and 25 of the American Convention on Human Rights, the American Declaration of the Rights and Duties of Man and the Political Constitution of the Republic of Guatemala.

IX. ACCEPTANCE

For his part, the petitioner Carlos Raúl Morales Catalán, on behalf of himself and his family, states that the commitments assumed by the State of Guatemala in the present Agreement are aligned with his requirements and that they will compensate the non-pecuniary damage caused. He thanks the State of Guatemala for its good faith, open-mindedness, and good will in the negotiation phase of this Friendly Settlement Agreement. Accepts the economic reparation contained in the present legal instrument, committing to grant the State of Guatemala the broadest and total final settlement and not to demand in the future any economic benefit for the same case. For the moral reparations, the petitioner shall grant the corresponding final settlement at the time that each one of them is complied with by the State of Guatemala. The reparations agreed upon before the Inter-American Commission on Human Rights shall be the only ones enforceable against the State. The actions that are currently being heard in the courts of justice of the country, with which it is intended that the jurisdictional bodies fulfill their constitutional function and administer justice, through the professional assistance of private attorneys, whose payment of fees are the responsibility of Mr. Carlos Raúl Morales Catalán, shall remain unaffected.

X. GENERAL ACCEPTANCE

The parties express their absolute conformity and acceptance of the full content of this friendly Settlement Agreement.

Subscribed in duplicate, Guatemala, December twenty-first, two thousand and ten.

IV. DETERMINATION OF COMPATIBILITY AND COMPLIANCE

14. 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 carry out this procedure expresses the willingness of the State to comply with the purposes and objectives of the Convention by virtue of the principle *pacta sunt servanda*, by which the States must comply in good faith with the obligations assumed in the treaties.² It also wishes to reiterate that the friendly settlement procedure contemplated in the Convention allows the termination of individual cases in a non-contentious manner, and has demonstrated, in cases involving various countries, as an important vehicle for reaching resolutions, which can be used by both parties

² Vienna Convention on the Law of Treaties, U.N. Doc A/CONF.39/27 (1969), Article 26: "Pacta sunt servanda". Every treaty in force is binding upon the parties and must be performed by them in good faith.

15. The Inter-American Commission has closely followed the development of the friendly settlement reached in this case and appreciates 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.

16. Considering IACHR's Resolution 3/20 on differentiated actions to address procedural backlog in friendly settlement procedures, from the signing of the agreement, the parties will have two years to move towards its homologation by the Inter-American Commission on Human Rights, except for exceptions duly qualified by the Commission. In relation to those cases with an agreement signed and without homologation in which the deadline has expired, the Commission will determine its course of action taking into special consideration the duration of the compliance phase, the age of the petition and the existence of fluid dialogues between the parties and/or substantial progress in the compliance phase. In said Resolution, the Commission established that in assessing the appropriateness of the homologation of the agreement, or the closure or continuance of the negotiation process, the IACHR shall consider the following elements: (a) the content of the text of the agreement and whether it has a full compliance clause prior to homologation; (b) the nature of the measures agreed upon; (c) the degree of compliance therewith, and in particular the substantial execution of the commitments assumed, (d) the will of the parties in the agreement or in subsequent written communication; (e) its suitability with human rights standards and (f) the observance of the will of the State to comply with the commitments assumed in the friendly settlement agreement, among other elements.³

17. Given that ten years have elapsed since the signing of the friendly settlement agreement on a petition filed twenty years ago, on April 27, 2001, related to events that occurred in 1998, and that the petitioner has requested its homologation, it is necessary to determine the course of action in the present case and to assess the pertinence of the approval considering the objective criteria established by the Commission in Resolution 3/20

18. Regarding the content of the text of the agreement, the Commission observes that it is not clear in its text if the homologation of the agreement depends on full compliance with the measures agreed therein. At the same time, it should be noted that when notifying the petitioner of the possible application of IACHR Resolution 3/20, the petitioner opted for the homologation of the agreement.

19. Regarding the nature of the measures, it should be noted that the Agreement has two execution clauses, of which the first contains an economic compensation that generated an obligation of instant execution and the second contains five measures, of which three are of instant execution (related to the act of private recognition, the granting of scholarships and the denomination of a road safety education program), and two would be of successive execution (related to physical and psychological medical care and the justice measure). Regarding the latter, the Commission has already considered that the supervision of this type of measures, within the framework of a friendly settlement, should be done in some cases in a public manner and after the issuance of the homologation report. The Commission will have to assess the relevance of keeping a successive enforcement measure under supervision before or after the approval, considering the particular elements of each case and the factors of analysis described above.⁴

20. Regarding the degree of compliance with the agreement, the Commission will now move to evaluate the progress made in relation to each of the clauses of the agreement.

21. Regarding Clause 2, referring to economic reparation, on March 1, 2011, the State indicated that, on December 23, 2010, Mr. Carlos Raúl Morales Catalán was summoned for the purpose of delivering to him a check, which is on the records of the IACHR, identified as No. 13452921 for the amount of one million two hundred and twenty-nine thousand two hundred and ninety-eight quetzals and five cents (Q. 1,229,298.05) as economic compensation as agreed, which would be equivalent to \$159,211.55 U.S. dollars.⁵ In this regard,

³ In this regard see, IACHR, Resolution 3/20 on differentiated actions to address the procedural backlog in friendly settlement procedures, approved on April 21, 2020.

⁴ See in this regard, IACHR, Resolution 3/20 on differentiated actions to address the procedural backlog in friendly settlement procedures, approved on April 21, 2020. See also, IACHR, Report No. 3/20, Case 12.095. Friendly Settlement. Mariela Barreto Riofano. Peru. February 24, 2020. Para. 51.

⁵ Conversions to dollars are derived from the free Google converter search available on the market dated March 23, 2021.

the State provided a simple copy of administrative act No. 12, by means of which Mr. Raúl received the payment, as well as a copy of the check.

22. On December 29, 2011, the petitioner confirmed said information, indicating the receipt of the amount for economic reparations, which was satisfactorily accepted. Taking into consideration the information provided by the parties, the Commission considers that clause 2 of the Agreement has been fully complied with and so it declares it so.

23. In relation to paragraph (a) of clause 3, related to the act private acknowledgment of international responsibility, on March 1, 2011, the State indicated that the petitioner was opposed to carrying out the act of acknowledgment without the State having complied with the rest of the agreement. In this regard, on December 29, 2011, the petitioner indicated that the act did not constitute a necessary and immediate measure, and that it preferred that the priority treatment be given to the implementation of other measures such as medical care. On July 22, 2013, the petitioner indicated that it was awaiting confirmation from the State of the date, place and time where the act would be carried out. This was reiterated in a letter dated October 2, 2013.

24. On July 27, 2015, the State indicated that the commitment was pending compliance because it was in the coordination stage. On April 28, 2017, the State indicated that, to move forward with this measure, a meeting would be held with the petitioner to determine the date on which the private act of dignification would be held at the COPREDEH facilities. On June 4, 2020, the petitioner indicated that he was still waiting for the State to set the date for the private act of recognition once the other pending points of the Agreement were fulfilled. The State, for its part, indicated on September 22, 2020, that the point is pending compliance given that the petitioner has not wanted to set a date for it. Therefore, taking into consideration the information provided by the parties, the Commission considers that this point of the Agreement is pending compliance and declares it so.

25. In relation to paragraph (b) of clause 3, related to the educational scholarships in favor of José Raúl and Javier Morales Vera, on May 12, 2014, the petitioner indicated dissatisfaction with the way in which the scholarship was granted to young José Morales, given that it had been done "in such a way that the objective was to make him desperate so that he would not continue with his studies. My son stopped attending the University. Tired of waiting for the payments to be made on time, of begging the University to let him present his work, of not giving him the exams, of getting into debt to be able to cover the semester registration fee and the purchase of study materials". The petitioners indicated that they were mistreated by a SEGEPLAN official who reiterated that the young man did not have the average to keep the scholarship and who spoke to them in a meeting with a high, authoritarian, and humiliating tone. On the other hand, on June 15, 2017, the petitioner requested that his son Javier Ernesto Morales be paid for his journalism studies at the Mariano Gálvez University and requested financial aid for José Morales, information that he reiterated in January 2018. In short, between the years 2013 to 2020, the petitioner has reiterated that the State did not grant the study scholarships in an adequate and timely manner, for which reason he had to cover the educational expenses of his children outside the framework of the Agreement. The petitioner has requested that the State reimburse the expenses incurred so that compliance with this end of the Agreement can be assessed.

26. For its part, on March 22, 2016, the State indicated that according to information from the National Scholarship and Educational Credit Trust (FINABECE), regarding the awarding of the scholarship to José Raúl Morales Vera, the beneficiary had taken the admission exams late, since, in principle, the petitioner indicated in a letter received on September 30, 2013, that José Raúl Morales Vera would study at the "Universidad del Valle in the School of Biology"; However, he subsequently submitted a letter of admissibility to the degree program in Computer Systems Engineering and Computer Science at the Universidad Galileo, dated January 10, 2014. As of the latter date, FINABECE would have been requested to process and grant the respective scholarship. Likewise, it reiterated its willingness to comply with its commitments, which it considered evident in the granting of two exceptions on the scholarship to the beneficiary related to the academic average.

27. In its brief of March 22, 2016, the State reported that on January 23, 2014, the Executive and Technical Unit of FINABECE received the scholarship application file of José Raúl Morales Vera, who presented the file to the FINABECE financing committee for approval. At that time, an exception to the academic average was made, and additionally, although the FINABECE scholarship was for 50% of the registration fee and 50% of the monthly payment, 100% coverage was approved for both items. According to the State, on February 19, the petitioner was notified of the grant of the scholarship, whose contract was signed on March 10, 2014. Subsequently, on March 14, the amount corresponding to the months of January, February and March, as well as registration, books, materials and transportation, was paid out. The State also reported that classes would have started on January 14, 2014, that is, one day after the scholarship application was received from COPREDEH to FINABECE. According to what was reported by the State, the file would have been received one week after the start of the university program, on April 23, 2014. Despite this, according to the file, the focal point for articulating compliance with the measure, i.e. the Secretary of the FINABECE Financing Committee, coordinated with the Director of the Mechatronics program at Universidad Galileo so that the beneficiary could take classes and exams immediately, given that the file would take several weeks to process, and the university agreed that the studies would begin and payments would be made retroactively once the budget disbursements had been made.

28. The State further explained that during the period of April 7 -11, 2014, partial exams were allegedly held, and that on April 14, Mr. Morales Catalán, the beneficiary's father, went to the State's focal point to indicate that his son had been unable to take the partial exams due to the lack of disbursement of the fees. According to the State's focal point, this could have been resolved with a phone call to the bank before or during the week of the exams and he waited until a week later to request the disbursement. The focal point would have explained that since the beneficiary had erroneously indicated on the scholarship application that the study cycle was quarterly, when the study cycle had expired without renewal of documentation, the bank automatically suspended disbursements and since the situation had not been reported in advance, it would not have been possible to address it in a timely manner. Despite this, the focal point articulated again with Universidad Galileo to explore the procedure to be followed so that the beneficiary could take the exams. In this regard, the situation was managed with the University and the beneficiary was informed that he should request the replacement of exams once he received the disbursement of the amount corresponding to the month of April. In this regard, the State reported that the disbursement for the month of April had been made, but, according to the FINABECE focal point, the beneficiary did not request the reinstatement of the partial exams.

29. Subsequently, the FINABECE focal point coordinated with the Director of the program at Universidad Galileo to explore alternatives so that the beneficiary could take the exams. In view of the above, the option of taking the exams the week before the final exams was proposed. An appointment was also arranged with the Director of the academic program so that the young José Morales could discuss his general academic situation, but he did not attend the meeting. As reported by FINABECE, when he was called by telephone to inform him of the meeting, Mr. Morales Jr. hung up the phone indicating that he had withdrawn from the program and his parents knew about it. Therefore, the petitioner was summoned for May 5, 2014, to discuss the specific issue of the scholarship, but he did not attend the meeting, only his parents did. At that meeting, Mr. Carlos Morales reportedly informally indicated that his son José Morales had withdrawn from the career.

30. Subsequently, through an official letter dated May 5, 2014, the Secretariat of the FINABECE Financing Committee requested the Guatemalan Industrial Bank to suspend disbursements of the scholarship because it had received a verbal confirmation from the parents of José Raúl Morales Vera that he would not be attending the University.

31. Finally, after the meeting with the parents of José Morales Vera, the FINABECE focal point again arranged a meeting between the beneficiary and the Director of the university program for May 6, which again the beneficiary did not attend. In view of the above, the FINABECE focal point reportedly informed the parents of Morales Vera that it was necessary for him to return to his studies and make his best effort to accumulate the necessary score to be allowed to take the final exams and that if he did not return, he would not have the option of taking the placement exam. At the same time, it was indicated that since he had stop

attending school in April, disbursements would not continue. It was also reiterated to the parents that the GPA (grade point average) exemption for admission to the university program was a one-time exemption, but the beneficiary would have to maintain the average to continue receiving the scholarship. In subsequent letters between 2014 and 2020, the State reiterated that it complied with the obligation to grant the scholarship with respect to José Morales, since it covered the costs of the first degree, and he decided not to continue with his studies.

32. With respect to Javier Ernesto Morales, on September 1, 2017, the State indicated that Javier Morales Vera to date had not presented himself to the Directorate of Scholarship Administration of SEGEPLAN to submit his scholarship application file so that it could be processed. This was reiterated by the State in subsequent letters between 2018 and 2020. In the letter of September 22, 2020, the State indicated that an opinion was made by SEGEPLAN's Directorate of Legal Affairs, which again corroborated that to date the scholarship application file had not been received with respect to Javier Ernesto Morales and that the obligation would have lapsed, according to the time frame established in the Agreement. Finally, it should be noted that the State rejects the request to grant a scholarship again or the economic disbursement of a retroactive payment, since the processes instituted by the General Secretariat of Planning and Programming of the Presidency of the Republic -SEGEPLAN-, as the executing unit of the National Scholarship and Educational Credit Trust -FINABECE-, as established in the Agreement, would have been complied with.

33. On June 4, 2020, the Petitioner indicated to the Commission that he would accept the payment of 650,000.00 quetzals corresponding to the payment of his children's university studies at private institutions. For its part, on September 22, 2020, the State reiterated that it had already complied with its obligation given that it had taken the necessary steps agreed in the Agreement, and since the five-year statute of limitations had been agreed as the period to comply with this obligation.

34. In this regard, the Commission takes note of the information provided by the parties, and in relation to compliance with the measure with respect to José Raúl Morales Vera, it is noted that the State deployed different actions to comply with the measure, and to coordinate with the different focal points of the entity in charge and the university chosen, to promote the payment of what was owed and to guide the beneficiary in applying for and taking his exams, to organize meetings to give priority attention to the beneficiary at his university, and to seek alternatives to remedy the obstacles identified in the execution of the measure. The beneficiary decided not to continue with his studies at that time. Subsequently, according to the information provided, he changed his academic program and university, and his father assumed the corresponding expenses, which is why he has repeatedly asked the State for financial aid or reimbursement for such expenses.

35. In relation to Javier Ernesto Morales Vera, the State alleges an apparent lack of interest and that he did not provide the required documentation to manage the payment of the scholarship within the five-year period established in the agreement, for which reason it considers that the obligation prescribed. The petitioner has also repeatedly requested retroactive reimbursement for payments incurred on his own account and outside the framework of the agreement. The petitioner has not indicated the reasons why he did not submit the scholarship application file with respect to Javier Ernesto Morales to SEGEPLAN.

36. As established in Clause VI of the agreement, the parties expressly requested the Commission to interpret the meaning and scope of the agreement, in case of doubt or disagreement between the parties on its content. In this regard, the Commission notes that, as derived from the text of the agreement, the State undertook the commitment to:

University Scholarships: The State of Guatemala undertakes to take the necessary steps before the General Secretariat of Planning and Programming of the Presidency of the Republic SEGEPLAN-, so that the petitioner's sons, José Raúl Morales Vera and Javier Ernesto Vera, may each obtain a one-time scholarship for undergraduate studies at a private university in the country, respectively, through the National Trust Fund for Scholarships and Educational Credit - FINABECE. For the granting of undergraduate scholarships, this commitment will be

fulfilled when each of the beneficiaries acquires the necessary academic degree for such purpose.

It is the obligation of the beneficiaries to comply with all the basic requirements for the degree they choose, accepting the benefits and obligations derived from the aforementioned scholarships.

This commitment will expire in 5 years from the present date, without responsibility for the State of Guatemala, due to the lack of request by some of the beneficiaries.

37. It follows from the foregoing that, with respect to José Raúl Morales Vera, the State deployed the necessary efforts to comply with the measure, which could not be materialized for lack of willingness of the beneficiary. Since there is an express obligation of the State to provide the scholarship for a single opportunity, the Commission considers that the petitioner's request for a financial aid or a new scholarship or the retroactive payment of the expenses of the second career started, exceeds the scope of the agreement. Therefore, the Commission considers that, with respect to José Raúl Morales Vera, the measure has been fully complied with, and so it declares it so.

38. On the other hand, with respect to Javier Ernesto Morales Vera, it is noted that the agreement establishes the obligation of the petitioner to comply with all the basic requirements for the degree they choose, accepting the benefits and obligations that derive from the scholarships indicated, which includes filing an application with SEGEPLAN for the granting of the measure. Although said application file was processed with respect to José Raúl Morales Vera, the application with respect to Javier Ernesto Morales Vera was not submitted in due form before the corresponding entity within the five-year term established in the agreement. In this sense, from the diagnosis made by SEGEPLAN in September 2020 *supra*, it can be deduced that the application required in the Agreement is not on file, for which reason the Commission considers that the obligation derived from the agreement is prescribed and this aspect of the agreement with respect to Javier Ernesto Morales Vera has become inoperative and thus declares it as such.

39. In relation to clause 3(c), on medical, physical, and psychological care, between 2011 and 2020, the petitioner has indicated that he and his family had not been provided with health care, as established in the Agreement. He has also indicated that the public health system does not have the means to provide the specialized surgical care required by the beneficiaries. Particularly, on April 26, 2013, the petitioner requested that the health care measure be provided through the Guatemalan Institute of Social Security (IGSS) and not by the Ministry of Public Health and Social Assistance. On the other hand, on January 30, 2014, the petitioner informed that what he requested was pension through the IGSS, so that a private form of health care could be paid for, which he has reiterated on several occasions subsequently. In another letter dated January 3, 2016, the petitioning party mentioned that it would not be possible to meet the requirement through the national system to which they had been referred, because it did not have the capacity to attend to them. Finally, on June 4, 2020, the petitioner requested the State to pay a pension of Q.8,000 per month to permanently cover physical, medical, and psychological care; and a compensation of USD 350,000 for surgical operations abroad.

40. The State, for its part, has reiterated between 2011 and 2020 that the care available has not been accepted by the petitioner and that services that can be provided through the national hospital facilities could not be outsourced to the private sector. Particularly, on April 4, 2013, the State informed the Commission that the petitioner was only willing to receive medical care from the private specialists he indicated or by subcontracting them. Likewise, it reiterated the offer of the Ministry of Public Health and Social Assistance to convene a Medical Board to evaluate the health situation of the beneficiaries. On the other hand, it added that, in good faith, an additional amount of Q.200,000 had been included in the amount of economic compensation for surgical care expenses. In the same sense, on April 30, 2013, the State informed that the petitioner refused to receive medical care, and that the implementation of the said medical care in a private hospital, as requested by the beneficiary, had not been agreed in the FSA. Subsequently, on March 18, 2016, the State mentioned that the commitment was in force in the hospital services of the Ministry of Public Health and Social Assistance, information reiterated in 2017 and 2018. Additionally, on February 16, 2018, the State informed that, after

having made the pertinent consultations, care could not be provided through the IGSS because Mr. Morales Catalán does not meet the legal requirements established for this purpose. Finally, on September 22, 2020, the State reiterated that medical care is available to the petitioner. Regarding the petitioner's proposal of June 4, 2020, the State rejected the petitioner's proposal to establish a pension amount since the State had never made a commitment to pay the aforementioned amount under the Agreement. The State considers that the commitment has been fulfilled since it has no record of the petitioner having requested care in the public health system and having been denied. Finally, it reiterated that the negotiations had considered the concession of an additional amount for future surgeries, and that the petitioner's requests had been met through consultations with the appropriate public entities. Therefore, it clarified that the State cannot oblige private entities to provide their services to individuals, and that it has carried out all the steps agreed upon in the Agreement.

41. Taking into consideration the information provided by the parties, the Commission observes that the petitioner refuses to comply with the measure in the public health service. The State, for its part, has not accepted the establishment of an additional amount or a pension to comply with the measure so that the petitioner can cover health expenses in the private system. On the other hand, the Commission does not observe in the information provided by the parties that the State has deployed concrete actions for the diagnosis of the health affectations of the beneficiaries and of articulation to promote that they be attended in the public health system, nor that alternative channels have been sought to provide care in terms of services not available in the public health system. In that regard, the Commission considers that the mere offer of health services available does not constitute compliance with the measure. Therefore, the Commission considers that this aspect of the agreement remains pending compliance and so it declares it so. In this regard, the Commission urges the parties to form a working group to generate a concrete route for the implementation of this end of the Agreement.

42. Regarding paragraph (d) of Clause 3, which refers to the road safety education program, the State undertook to take the necessary steps with the Municipality of Guatemala so that a road safety education program would be named after José Raúl and Javier Ernesto Morales Vera. In this regard, on March 1, 2011, the State indicated that in the Ordinary Session number 90-2010, dated November 25, 2010, the Board of Directors of the Metropolitan Transit Transportation Regulatory Entity, in its third point, established that "[t]he members of the Board of Directors knew, deliberated, and unanimously approved the point referring to the naming of the existing road education program as "Road Education Program; Javier Ernesto and José Raúl Morales Vera". In this regard, resolution CERTIDG-95/10 was attached. Additionally, it was indicated that the respective protocolary act would be coordinated with the Metropolitan Transportation Regulatory Entity and that the petitioner had expressed his approval for the realization of this program.

43. On September 26, 2011, the State reiterated the information in the March 1 brief, but indicated that, despite the approval of the Municipality of Guatemala, the petitioner had expressed his disagreement with the protocolary act until the measure of justice had been complied with.

44. On December 29, 2011, April 13, 2012, and July 11, 2012, the petitioner indicated that, since this measure is a complementary issue, it would be of his interest if the health and scholarship issue of the agreement were addressed first. Subsequently, on July 22, 2013, the petitioner stated that he fully accepted the State's compliance with this point of the agreement. On the other hand, on January 3, 2016, the petitioner stated that he was unaware of the existence of the road safety education program and requested the State to provide the Commission with the relevant documents so that they could be verified. In response, on March 22, 2016, the State indicated that it had already made the petitioner aware of compliance with this measure, in State Report P-183-2013 ADAD/RVS/jm of April 8, 2013, and in a report addressed to the petitioner on January 15, 2014. This information was reiterated by the State on September 1, 2017, and September 22, 2020.

45. In this regard, the Commission appreciates the information provided by both parties, through which it was possible to verify that, indeed, in the minutes of the Ordinary Session number 90-2010, dated November 25, 2010, of the Board of Directors of the Metropolitan Transit Transportation Regulatory Entity, it deliberated and approved the denomination of the program with the name of the children. Therefore, taking into consideration the elements of information provided by the parties, the Commission considers that this point of the Agreement is fully complied with and declares it so.

46. In relation to paragraph (e) of clause 3, on the measure of justice, as derived from the text of the agreement, the State undertook to take the necessary actions for the execution of the judgment for damages and prejudices issued in 2003 by the Court of First Instance for Criminal, Drug Trafficking and Environmental Crimes, Santiago Quidiello Valenzuela and Laura Patricia Torón Torres De Luna, whereby they were sentenced to a four-year prison sentence commutable to Q100 per day, and three years and six months in prison commutable to Q100 per day, respectively, as well as the payment of Q250,000 (two hundred and fifty thousand quetzals) each, for civil liability in favor of the Morales Vera youths, and the payment of Q250,000 (two hundred and fifty thousand quetzals), each one, for civil liability in favor of the Morales Vera youths.

47. In this regard, on May 6, 2013, the State indicated that, given that the persons involved had no assets to seize, Mr. Morales had reported to the Prosecutor's Office the existence of a farm in the name of one of the sons of one of the persons responsible, which had been the subject of a fraudulent purchase and sale process and had been carried out before the accident of the Morales Vera children. In this regard, it was indicated that meetings were held with the prosecutors who investigated the fraudulent purchase and sale denounced, to which the petitioner was summoned, but he did not attend. On the other hand, it was indicated that the criminal prosecution in this case was suspended by virtue of an agreement reached between the petitioner and the accused, which is why the State could not pursue the execution of the sentence.

48. In this regard, between 2011 and 2013, the petitioner asserted that the provisions of the friendly settlement agreement had not been complied with, and that the State had not complied with the execution of the conviction against those responsible for the traffic accident. Specifically, on July 22, 2013, the petitioner submitted a simple copy of public deed No. B 6161174 dated May 17, 2012, before Notary María de los Ángeles Araújo, which notarized the agreement reached between the petitioner Carlos Raúl Morales Catalán and Mr. Laura Patricia Torón Torres de Luna and Mr. Sergio Antonio Luna Torón, signing a settlement agreement and waiving any civil or criminal action that might correspond, as well as the collection of damages or any other type of damages. Said instrument states that "Mr. Carlos Raúl Morales Catalán, in the capacity in which he acts, having reached a transaction with Mr. Laura Patricia Torón Torres de Luna and Sergio Antonio Luna Torón, hereby extends his broadest and effective settlement to the [aforementioned], exempting them from any civil and criminal liability that may correspond to them". Between 2013 and 2020, the petitioner has requested the State to pay the amount established in the judgment for the non-execution thereof. On June 4, 2020, the petitioner proposed that the State pays him the amount established in the judgment of 500,000.00 quetzals, plus legal interest. The foregoing, as an alternative measure to settle the State's obligation.

49. Between 2018 and 2020, the State indicated that the petitioner's request is not admissible, since the Presidential Human Rights Commission (COPREDEH), never assumed the commitment to pay the amount condemned since it is, according to domestic civil and commercial legislation, a matter between private parties. In this regard, the State has argued that a judgment was issued by a competent court, by which the defendants were condemned for the damages caused; in such a way that those responsible are the only obligated for civil liability and that, in view of the agreement reached between the petitioner and those responsible, it is not possible to execute the implementation of the Court's decision.

50. In this regard, the Commission takes note of the information provided by the parties and observes that the agreement entered between the petitioner and Mr. Laura Patricia Torón Torres de Luna and Mr. Sergio Antonio Luna Torón resulted in clause 3 € being legally unfeasible with respect to these persons.

51. On the other hand, it is noted that the agreement between the parties did not include Mr. Santiago Quidiello Valenzuela, who was sentenced for the facts to pay a reparation of Q250,000 (two hundred and fifty thousand quetzals). The State, for its part, has not indicated any steps for the execution of the obligation in relation to this person, nor has it indicated other alternatives explored to comply with the agreement. Finally, the State has not provided any information on the legal status of this obligation and whether, under the domestic legal system, it is prescribed. In view of the foregoing, the Commission considers that this aspect of the agreement, specifically with respect to the execution of the judgment against Mr. Santiago Quidiello Valenzuela, is pending compliance and so it declares it so.

52. Therefore, the Commission concludes that clauses 2 (economic reparation), 3 (b) (university scholarships/ with respect to José Raúl Morales Vera); and 3 (d) (denomination of a road safety education program) have been fully complied with. On the other hand, the Commission considers that clauses 3 (a) (act of private recognition of international responsibility); 3 (c) (medical, physical and psychological care) and 3 (e) (justice - execution of judgment with respect to Santiago Quidiello Valenzuela) of the friendly settlement agreement are pending compliance. Finally, the Commission considers that clauses 3 (b) (university scholarships/ with respect to Javier Ernesto Morales Vera) and (justice - execution of sentence with respect to Laura Patricia Torón Torres de Luna) of the friendly settlement agreement have become inoperative.

53. Regarding whether there is any express provision of the parties on the course of action, it should be noted that on May 5, 2020, the Commission consulted the petitioning party on its position on the course of action of this friendly settlement procedure, within the framework of the implementation of Resolution 3/20 on differentiated actions to address the procedural backlog in friendly settlement procedures. In this regard, on November 23, 2020, the petitioner requested the Commission to approve and publish the friendly settlement agreement reached in this case. Said information was forwarded to the State for its knowledge.

54. Regarding whether the Agreement complies with the human rights standards enshrined in the Convention and other applicable instruments, the Commission observes that the friendly settlement agreement included elements consistent with comprehensive reparation such as rehabilitation measures in health and educational scholarships; as well as measures of satisfaction and non-repetition and monetary compensation, which are considered appropriate within the factual scenario of the particular case, being in accordance with the various pronouncements of the IACHR and the jurisprudence of the Inter-American Court of Human Rights on reparation for victims of human rights violations.

55. Regarding the State's willingness to comply with the Agreement, it should be indicated that, according to the technical analysis of the case, the Agreement was signed 10 years ago, and that the State has achieved a substantial partial execution. The Commission takes into special consideration the will expressed by the petitioner party that the IACHR approves this report and continues with the follow up stage in a public manner. At the same time, it is observed that, in relation to the measures of the act of acknowledgment of responsibility, the scholarship in favor of Javier Morales Vera, and the health care services, the State has not advanced with their compliance due to the express request of the petitioner in relation to the former, and due to the lack of request of the petitioner in relation to the latter two. Therefore, it is concluded that there has been a commitment on the part of the State to comply with what has been agreed.

56. Finally, the Commission urges the parties to move forward with the creation of a working group to coordinate the implementation of the measure related to the act of recognition, the provision of the health care measure and the execution of the judgment with respect to Santiago Quidiello Valenzuela as soon as possible and to keep the Commission informed on the implementation of these aspects of the agreement.

V. CONCLUSIONS

1. Based on the foregoing considerations and pursuant to the procedure provided for in Articles 48(1)(f) and 49 of the American Convention, the Commission wishes to reiterate its deep appreciation for the efforts made by the parties and its satisfaction with the achievement of a friendly settlement in the present case, based on respect for human rights and compatible with the object and purpose of the American Convention.

2. By virtue of the considerations and conclusions set forth in this report,

THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS

DECIDES:

1. To approve the terms of the agreement signed by the parties on December 21, 2010.

2. To declare clauses 2 (economic reparation), 3 (b) (university scholarships/ with respect to José Raúl Morales Vera); and 3 (d) (denomination of a road safety education program) of the agreement totally complied with, according to the analysis contained in this report.

3. To declare clauses 3 (a) (act of private recognition of international responsibility); 3 (c) (medical, physical, and psychological care) and 3 (e) (justice - execution of sentence with respect to Santiago Quidiello Valenzuela) of the agreement pending, according to the analysis contained in the present report.

4. Declare clauses 3 (b) (university scholarships/ with respect to Javier Ernesto Morales Vera) and 3 (e) (justice - execution of sentence with respect to Laura Patricia Torón Torres de Luna) of the agreement nonoperative, according to the analysis contained in this report.

5. To continue with the monitoring of paragraphs a), c) and e) of clause three of the friendly settlement agreement until their full compliance, according to the analysis contained in this Report. To this end, remind the parties of their commitment to report periodically to the IACHR on their compliance.

6. To make this report public and include it in its Annual Report to the OAS General Assembly.

Approved by the Inter-American Commission on Human Rights on June 9, 2021. (Signed): Antonia Urrejola, President; Julissa Mantilla Falcón, First Vice President; Flávia Piovesan, Second Vice President; Margarette May Macaulay; Esmeralda E. Arosemena Bernal de Troitiño and Joel Hernández García, Members of the Commission.