

OEA/Ser.L/V/II.150
Doc. 115
28 July 2019
Original: Spanish

REPORT No. 106/19
CASE 12.986
FRIENDLY SETTLEMENT REPORT

JOSÉ ANTONIO BOLAÑOS JUÁREZ
MÉXICO

Approved electronically by the Commission on July 28, 2019

Cite as: IACHR, Report No. 106/19, Case 12.986. Friendly Settlement. José Antonio Bolaños Juárez, México, July 28, 2019.

REPORT No. 106/19
CASE 12.986
FRIENDLY SETTLEMENT
JOSÉ ANTONIO BOLAÑOS JUÁREZ
MÉXICO
JULY 28, 2019¹

I. SUMMARY AND RELEVANT PROCEEDINGS OF THE FRIENDLY SETTLEMENT PROCESS

1. On May 4, 2004, the Inter-American Commission on Human Rights (hereinafter "the Inter-American Commission", "the Commission" or "the IACHR") received a petition submitted by José Antonio Bolaños Juárez (hereinafter "the petitioner" or "alleged victim"). In this petition, it was alleged the international responsibility of the Republic of Mexico (hereinafter "México" "State" or "Mexican State") for presumed violations of rights enshrined in the American Convention on Human Rights (hereinafter "American Convention" or "Convention"), derived from the illegal detention, torture and violation of the judicial guarantees of José Antonio Bolaños Juárez, by agents of the Mexican State. Subsequently, on November 1, 2018, Bolaños indicated that the Unit of Legal Guidance and Case Unit before the Universal and Inter-American Human Rights System of the Executive Commission for Victim Services would assume its representation in this case.

2. The petitioner alleged that he had been unduly deprived of his liberty and tortured by a group of policemen, with the purpose of declaring his participation in the commission of crimes of which he alleged to have been innocent. In addition, he refers to several irregularities related to the process that would have been initiated against him. Therefore, the petitioner alleges the international responsibility of the Mexican State for presumed violations of articles 1 (obligation to respect rights), 7 (right to personal liberty) and 8 (judicial guarantees) of the American Convention.

3. On January 29, 2015, the IACHR issued the Admissibility Report No. 7/15. In its report, the IACHR concluded that it was competent to examine the alleged violation of the articles: a) 5 (right to personal integrity), 7 (right to personal liberty), 8 (judicial guarantees) and 25 (judicial protection) of the American Convention on Human Rights, and b) 1, 6 and 8 of the Inter-American Convention to Prevent and Punish Torture.

4. On September 6, 2016, the parties began the process of negotiating a friendly settlement, and the Commission facilitated working meetings for the negotiation of a friendly settlement agreement (hereinafter "FSA" or "agreement") on April 25 and August 31, 2017. On June 27, 2018, the parties signed a friendly settlement agreement and on June 14 and 19, 2019, both the State and the petitioner, respectively, requested the Commission to issue the homologation report.

5. Pursuant to the provisions of Article 49 of the Convention and Article 40(5) of the Rules of Procedure of the Commission, this friendly settlement report will include an overview of the facts alleged by the petitioner and the text of the friendly settlement agreement, as signed on June 27, 2018 by the petitioner and representatives of the Mexican State. Likewise, the agreement signed by the parties is approved, along with the publication of this report in the Annual Report of the IACHR to the General Assembly of the Organization of American States.

II. ALLEGED FACTS

6. According to the petitioner, on July 17, 2001, more than 40 heavily armed policemen of the Attorney General's Office [*Procuraduría General de la República "PGR"*], wearing balaclavas and dressed in

¹ In accordance with Article 17(2)(a) of the Rules of Procedure of the IACHR, Commissioner Joel Hernández, a Mexican national, did not participate in the discussion or decision on this case.

black, would have entered the medical office of the victim -José Antonio Bolaños Juárez – who is a doctor by profession- and they would have broken doors and windows. As reported in the initial petition, Mr. Bolaños was not in the office at the time of the operation, but he would have been informed by his neighbors that the officers were looking for him and had violated his workplace.

7. The petitioner indicated that, approximately ten days later, he would have been intercepted by the police when he was leaving his office. The police officers would have asked him to accompany them to the Office of the Specialized Unit of Organized Crime [*Unidad Especializada de Delincuencia Organizada "UEDO"*] -that is part of the Attorney General's Office of the Mexican State- in order to ask him some questions. Once in the offices of the UEDO of the D.F., the agents would have beaten and tortured him by putting a plastic bag in his face, causing him to suffocate and even convulsing. The petitioner alleged that throughout this sequence of events, through shouting and insults, he would have been instigated and threatened to shoot him in the fingers if he did not accept that he was a kidnapper who amputated his victims' fingers. The petitioner indicated that he would have subsequently been transferred to other offices where he would have been asked several questions and would have been beaten again. He said that because of the fact that he had received a blow to the kidney - from which he had been recently operated - he would have fallen to the ground, where one of the assailants would have kicked his rectum, and then inserted a stick inside it. The petitioner stated that he felt "something was broken inside" and that he started to bleed through the rectum.

8. As a result of the suffered injuries, the petitioner indicated that he was transferred to the Gea González de Tlalpan Hospital in Mexico City, where he would have been told that due to the attacks received, the rectum was completely destroyed. He indicated that he had an emergency operation and that he remained in the hospital for a month, until the blood he lost was equalized. Despite this, due to the complexity of the operation, he had to be surgically intervened again.

9. Subsequently, Bolaños would have been taken to a house of detention (no date specified), in which he would have remained for two months, and in which his state of health would have worsened due to the injury to his internal organs. He indicated that during all this time, the reason for his detention had not been informed. Subsequently, according to the petitioner, he was transferred to the Southern District Prison of the Federal District, where the judge in charge of his case (No. 166/2001) informed him that he was going to be accused, along with two other persons, because of the commission of the crimes of illegal deprivation of liberty in the form of kidnapping, qualified injuries and carrying a firearm without a license.

10. The victim indicated that based on the statements of two witnesses designated as co-defendants, as well as on "weak" and prefabricated evidence by the PGR, by judgment of March 20, 2003 of the 13th District Court for Federal Criminal Proceedings in the Federal District ("Tenth District Court"), he was sentenced to 60 years in prison and a fine. Faced with this decision, the petitioner points out that he would have filed an appeal, which was resolved on August 13, 2004 by the Third Unitary Court in Criminal Matters of the First Circuit of the Federal District ("Third Unitary Court in Criminal Matters"), which confirmed the penalty and modified only the equivalence of the fine. Subsequently, he filed a *Writ of Amparo*, which was granted by the First Collegiate Court in Criminal Matters of the First Circuit of the Federal District ("First Collegiate Court in Criminal Matters") on July 17, 2013. With this, he was acquitted of the charges of those who "unjustly accused him" and was released on July 18 of the same year.

11. In respect of to the judicial process against him, the petitioner alleges that there would have been various irregularities, among which he highlighted: absence of proceedings to verify that the weapon found in his car belonged to him; lack of signatures from the Public Ministry or the Secretary of Agreements to arrest him; falsehood in judicial statements and reports; use of false documents; delay in the resolution of the controversy; intimidation through cruelty and negligence in the processing of the case, and lack of consideration of various evidence that would prove his innocence.

12. With regard to the alleged torture that the victim would have suffered by the PGR and the Federal Judicial Police, it's in record in the information presented to the IACHR by the parties that, in the preparatory declaration of September 25, 2001 at the PGR as well as in different procedural exchanges

[careos], that he petitioner denounced said torture. In addition, the petitioner points out that the alleged torture would have been brought to the attention of various authorities, such as the President of Mexico, the Ministry of the Interior, the Supreme Court of Justice of the Nation, the Council of the Federal Judiciary, the National Commission of Rights Human Rights and the Human Rights Commission of the Federal District. However, in spite of the above-mentioned circumstances, he indicated that he never had an answer from the authorities to access to justice and repair the suffered damages.

III. FRIENDLY SETTLEMENT

13. On June 27, 2018, the parties signed a friendly settlement agreement that established the following:

**CASE 12.986
JOSÉ ANTONIO BOLAÑOS JUÁREZ
P-547-04.**

AGREEMENT OF FRIENDLY SETTLEMENT CELEBRATED, ON ONE HAND, BY THE UNITED MEXICAN STATES, THEREFORE "THE MEXICAN STATE", REPRESENTED IN THIS ACT BY MINISTER RAFAEL ADRIÁN AVANTE JUÁREZ, SUBSECRETARY OF HUMAN RIGHTS AND MINISTER PATRICIA COLCHERO ARAGONÉS, HOLDER OF THE UNIT FOR THE DEFENSE OF HUMAN RIGHTS [UNIDAD PARA LA DEFENSA DE LOS DERECHOS HUMANOS "UDHH"], BOTH OF THE SECRETARIAT OF GOVERNANCE, HEREINAFTER "SEGOB"; AMBASSADOR MIGUEL RUIZ CABAÑAS IZQUIERDO, SUBSECRETARY FOR MULTILATERAL AFFAIRS AND HUMAN RIGHTS AND ERASMO ALONSO LARA CABRERA, DIRECTOR GENERAL OF HUMAN RIGHTS AND DEMOCRACY, BOTH OF THE SECRETARIAT OF FOREIGN AFFAIRS [SECRETARÍA DE RELACIONES EXTERIORES "SRE"], HEREINAFTER "SFA"; MINISTER SARA IRENE HERRERÍAS GUERRA, SUBPROCURATOR OF HUMAN RIGHTS, PREVENTION OF CRIME AND SERVICES TO THE COMMUNITY AND THE ATTORNEY GUILLERMO FONSECA LEAL, COORDINATOR OF INTERNATIONAL AFFAIRS AND OFFICES OF ATTACHEES, BOTH OF THE GENERAL ATTORNEY GENERAL OF THE REPUBLIC [PROCURADURÍA GENERAL DE LA REPÚBLICA], HEREINAFTER "PGR"; AND ON THE OTHER HAND, JOSÉ ANTONIO BOLAÑOS JUÁREZ, MARÍA DEL CARMEN CRUZ ZÚÑIGA, DIANA AZUCENA BOLAÑOS CRUZ AND SABDY ANTONIO BOLAÑOS CRUZ, HEREINAFTER "THE VICTIMS", ACCOMPANIED BY THEIR REPRESENTATIVE, THE ATTORNEY JUAN CARLOS MOSQUEDA MEDINA, HEREINAFTER "THE REPRESENTATION" TO THOSE WHO WILL CONJUNCTIVELY AND IN THE SUBSEQUENT WILL BE DENOMINATED AS "THE PARTIES", AT THE TENOR OF THE FOLLOWING:

DECLARATIONS

I. The "SEGOB" declares through its representatives that:

I.1. It is a dependency of the Federal Public Administration, in accordance with the provisions of articles 90 of the Political Constitution of the United Mexican States (PCUME); 1st, 26 and 27, fractions X, XI and XXI of the Organic Law of the Federal Public Administration.

I.2. In accordance with the provisions of article 27, sections X and XI of the Organic Law of the Federal Public Administration, has among other attributions, to conduct the internal policy of the Federal Executive that is not expressly attributed to another agency, as well as to monitor the fulfillment of the constitutional precepts by the authorities of the country, especially with regard to human rights and to dictate the administrative measures necessary for that purpose.

I.3. The Assistant Secretary for Human Rights is fully authorized to sign this document, in accordance with articles 2, section A, section IV, and 6, sections XII and XVI of the Internal Regulations of the Ministry of the Interior [*Reglamento Interior de la Secretaría de la Gobernación "RISEGOB"*].

I.4. The UDHH, in accordance with articles 2, section B, section VII and 24 sections VI and XI of the RISEGOB, has the authority to comply with the recommendations issued by international organizations in the field of human rights, whose competence, procedure and resolution are recognized by the "**MEXICAN STATE**".

I.5. The UDHH will take the necessary actions to make the corresponding payment derived from this Friendly Settlement Agreement (Agreement), which will be executed in accordance with the Rules of Operation of the Trust for the Compliance with Obligations in Human Rights Matters (Rules of Operation), published in the Official Gazette of the Federation on May 29, 2014.

I.6. For all legal effects of this Agreement, it is established the address located at Constituyentes Avenue No. 947, Belén de las Flores, Álvaro Obregón, C.P. 01110, Mexico City.

II. Through its representatives, the "**SRE**" declares that:

II.1. In accordance with articles 1, 26 and 28, sections I and III of the Organic Law of the Federal Public Administration, it is a dependency of the Federal Executive Power, which is responsible, among other matters, for promoting, propitiating and ensuring the coordination of the foreign policy of the Federal Executive, as well as participating with international organizations of which the Mexican government is a part.

II.2. The Assistant Secretary for Multilateral Affairs and Human Rights, in accordance with articles 8, sections III, VIII and X, and 29, sections IV and VIII, of the Internal Regulations of the Ministry of Foreign Affairs, has among its faculties, to sign the relative agreements to the exercise of its attributions and of the Administrative Units under its charge; receive and process the grievances or complaints filed against the "**MEXICAN STATE**" before international human rights organizations; represent the government of Mexico in the litigation or proceedings derived from them, as well as promote the adoption of the necessary measures to resolve such grievances or complaints according to law.

II.3. The General Directorate of Human Rights and Democracy, in accordance with article 29, section VIII of the Internal Regulations of the Ministry of Foreign Affairs, has among its commands, to receive and process grievances or complaints filed against the "**MEXICAN STATE**". In face of international human rights organizations; it represents the government of Mexico in the lawsuits or proceedings derived from them, as well as promotes the adoption of the necessary measures to resolve such grievances or complaints according to law.

II.4. It indicates as domicile for all the legal effects of this Agreement, the one located at Avenida Juárez No. 20, Colonia Centro, Cuauhtémoc, C.P. 06010, Mexico City.

III. Through its representatives, the "**PGR**" declares hat:

III.1. In accordance with articles 1, 4, section II, 5, section V, b) of the Organic Law of the Attorney General's Office, it is a dependency located within the scope of the Federal Executive Power which is responsible, among other issues, of taking care of the conciliation proposals of international organizations for the protection of human rights whose competence has been recognized by the "**MEXICAN STATE**".

III.2. The Deputy Attorney for Human Rights, Crime Prevention and Community Services, in accordance with article 14, sections I, VI and VIII of the Regulations of the Organic Law of the Attorney General of the Republic, has the power to sign legal instruments relating to the exercise of its powers in accordance with article 7 of the Organic Law of the Attorney General of the Republic.

III.3. The Coordination of International Affairs and Attachments, in accordance with article 46, section X of the Rules of the Organic Law of the Attorney General of the Republic, has the power to coordinate the relief and attention of the issues of "**PGR**" with international human rights mechanisms and organizations.

III.4. It indicates as domicile for all the legal effects of this Agreement, the one located in Guadiana No. 31, Colonia Cuauhtémoc, Cuauhtémoc, C.P. 06500, Mexico City.

IV. The "**VICTIMS**" declare that:

IV.1. José Antonio Bolaños Juárez, is Mexican, of legal age and proves his identity with the official identification of the Federal Electoral Institute with OCR number [...].

IV.2. Maria del Carmen Cruz Zúñiga is Mexican, of legal age and proves her identity with the official identification of the Federal Electoral Institute with OCR number [...].

IV.3. C. Diana Azucena Bolaños Cruz is Mexican, of legal age and proves her identity with the official identification of the Federal Electoral Institute with OCR number [...].

IV.4. C. Sabdy Antonio Bolaños Cruz is a Mexican citizen, of legal age, who proves his identity with the official identification of the Federal Electoral Institute with OCR number [...].

IV.5. For all legal purposes of this Agreement, they indicate as legal address [...].

V. The "**REPRESENTATIVES**" declares that:

V.1. He is Mexican, of legal age and who appears in the present act as representative of the "**VICTIMS**", who proves his identity with the official identification of the National Electoral Institute with number [...].

V.2. It indicates as legal address for purposes of the present one located in [...].

VI. "**THE PARTIES**" declare that:

VI.1. They reciprocally recognize the personality with which they hold and appear at the signing of the Agreement.

VI.2. They recognize that this Agreement is concluded within the framework of the petition filed before the Inter-American Commission on Human Rights (IACHR) against The "**MEXICAN STATE**", which was processed under number P-547-04 and is currently identified with the case number 12,986, under the name of "José Antonio Bolaños Juárez."

VI.3. On May 4, 2004, the IACHR received a petition presented by José Antonio Bolaños Juárez, in which he stated that, in the context of a criminal proceeding against him, he was the victim of an arbitrary and illegal detention of facts constitutive of torture of other

faults due to due process of law, such as the failure to assess existing inconsistencies in the evidence used by the authority to condemn it.

On May 25, 2010, the pertinent parts of the petition were transmitted to the "**MEXICAN STATE**", to which it responded on August 31 of the same year. The process of exchange of information continued in its ordinary course, with the participation of the petitioner.

On January 29, 2015, the IACHR approved Report No. 7/15 on the admissibility of the case in which it determined that the facts denounced, if any, would characterize the violation of Article 5 (personal integrity), 7 (personal freedom), 8 (judicial guarantees) and 25 (judicial protection) of the American Convention on Human Rights (ACHR), in relation to its article 1.1, to the detriment of José Antonio Bolaños Juárez as well as 1, 6 and 8 of the Inter-American Convention to Prevent and Punish Torture.

Consequently, based on Article 48.f of the ACHR, the IACHR placed itself at the disposal of the "**THE PARTIES**" in order to collaborate in the search for an amicable solution to the matter, to which the petitioner responded by expressing interest in carrying it out.

VI.4. It is his will to settle through case friendly the case 12.986 "José Antonio Bolaños Juárez" according to the following:

CLAUSES

FIRST: OBJECT OF THE AGREEMENT

The purpose of this Agreement is to amicably resolve case 12.986 "José Antonio Bolaños Juárez" by recognizing the facts that form the factual basis of this Agreement and the human rights violations of the "**VICTIMS**" that the "**MEXICAN STATE**" will cause in its favor in order to make full reparation for the damage.

SECOND: EFFECTIVE INVESTIGATION

It is the will of the "**VICTIMS**" that this Agreement does not provide for an obligation to investigate the facts of the case. Likewise, the "**VICTIMS**" state that it is their will not to participate in the investigations carried out ex officio by the "**MEXICAN STATE**" with respect to the case.

However, the foregoing does not relieve the "**MEXICAN STATE**" of its obligations under Mexican law, the ACHR and the Inter-American Convention to Prevent and Punish Torture, in the matter of diligent investigation of the crime of torture. Faced with this, the "**PGR**" will promote the investigations of the case outside the framework of this Agreement, privileging at all times the best interest of the "**VICTIMS**", avoiding any possible type of re-victimization.

THIRD: ACKNOWLEDGEMENT OF INTERNATIONAL RESPONSIBILITY

The "**MEXICAN STATE**" acknowledges, according to the IACHR, its international responsibility with respect to the violation of the rights to personal integrity, personal liberty, due process, judicial guarantees and judicial protection, articles 5, 7, 8 and 25 of the ACHR, in relation to the general obligation to respect the rights contained in article 1.1 of the same instrument, as well as articles 1, 6 and 8 of the Inter-American Convention to Prevent and Punish Torture, for the events that occurred to the detriment of José Antonio Bolaños Juárez.

The "MEXICAN STATE" recognizes that the violations expressed in the previous paragraph are attributable to it and generate its international responsibility towards the "VICTIMS", as well as the obligation to repair it.

FOURTH: REPARATIONS

4.1 General Obligations of "THE PARTIES" in Matters of Reparation.

The "PARTIES" recognize the obligation of the "MEXICAN STATE" to fully repair the "VICTIMS" and agrees to the reparation measures specified in this Chapter.

The "SEGOB" shall be responsible for coordinating compliance on the repair measures.

The "VICTIMS" undertake to comply with the indispensable formal requirements in order to grant of the following repair measures.

A. REHABILITATION MEASURES

4.2. In the area of health.

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

The "MEXICAN STATE" undertakes to provide each of the "VICTIMS" with adequate, preferential and free medical and psychological care.

A. REHABILITATION MEASURES

4.2. In the area of health.

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

The "MEXICAN STATE" undertakes to provide each of the "VICTIMS" adequate, preferential and free medical and psychological care.

Although medical care is provided through public institutions of the "MEXICAN STATE", and only when public institutions of the "MEXICAN STATE" cannot provide the care required by the "VICTIMS", a private institution will be consulted. In this case, the assistance will be provided in the trustworthy medical establishment and usual recurrence of the "VICTIMS", which is the London Clinic.

In the event that the medical or psychological service required by the "VICTIMS" must be provided in facilities outside of their place of residence, the "MEXICAN STATE" will disburse the respective travel and *per diem* expenses, as long as it is within Mexican territory and these services are not viable in their place of residence.

The "MEXICAN STATE" will facilitate contact with an area of the Ministry of Health that acts as a liaison to communicate in case of medical emergency or any eventuality regarding health care that may arise. This liaison unit will have the capacity of dialogue necessary for the resolution of such emergencies.

Due to the fact that medical care will be provided at the London Clinic, the corresponding arrangements will be made with the Executive Commission for the Attention of Victims [*Comisión Ejecutiva de Atención a Víctimas "CEAV"*] so that the incorporation of the

"**VICTIMS**" into the National Registry of Victims [*Registro Nacional de Víctimas "RENAVI"*] can proceed as soon as possible. In the event that the assistance cannot be provided in this clinic, the best conditions for care will be sought in the specialty public hospitals that are necessary for the case. The "**VICTIMS**" through the "**REPRESENTATION**", will provide CEAV with all the necessary information for its registration, and undertake to attend consultations, examinations, evaluations, sessions, treatments or any kind of procedure established in or derived from the agreements of "**THE PARTIES**". The "**MEXICAN STATE**" will grant the corresponding facilities for the rendering of services in the terms of the applicable legal norms.

The "**MEXICAN STATE**" shall not be obliged to provide medical or psychological care to the "**VICTIMS**" if they decide to temporarily or permanently change their residence outside the national territory. However, it could be resumed in case they return to Mexican territory.

4.3. Incorporation to Popular Insurance

The "**MEXICAN STATE**" will incorporate the "**VICTIMS**" to the Popular Insurance, who will have access to the pharmaceutical services and goods, established in their medical coverage.

The incorporation shall be concluded at the latest within 6 (six) months following the signature of this Agreement.

4.4. Attention in case of change of place of residence.

If the "**VICTIMS**" change their domicile to another federal entity within the Mexican Republic, medical care shall be provided in their new place of residence through the Popular Insurance or a similar program that provides the same level of care.

B. SATISFACTION MEASURES

4.5. Act of Recognition of International Responsibility and Apology

The "**MEXICAN STATE**" shall perform an act of recognition of international responsibility and apology, which shall be of a private nature, depending on the petitioners will and request. In this act it will be recognized that José Antonio Bolaños Juárez was deprived of his liberty in contravention of various provisions of the CPEUM (stands for the National constitution of Mexico for its name is Spanish), the ACHR and the Inter-American Convention to Prevent and Punish Torture, since he was a victim of torture and ill-treatment as well as violations of due process. In this act, the "**VICTIMS**" and the "**REPRESENTATIVES**" will participate, if they wish so, and the violation of the rights mentioned in Clause 3.1 will also be recognized.

The private act of recognition will be headed by the Head of the UDHH of the "**SEGOB**", the Director General of Human Rights and Democracy of the "**SRE**" and the Coordinator of International Affairs and Attaché Offices of the "**PGR**".

In addition to the private act of recognition of international responsibility and apology, a written document signed by Rafael Adrián Avante Juárez, Undersecretary for Human Rights, Ambassador Miguel Ruiz Cabañas Izquierdo, Undersecretary for Multilateral Affairs and Human Rights and Sara Irene Herrerías Guerra, Assistant Attorney for Human Rights, Crime Prevention and Community Services, will be delivered to the "**VICTIMS**" expressing the recognition of international responsibility and apology.

The characteristics of the act of recognition of international responsibility and apology will be detailed in Annex 1 of this Agreement.

4.6. Removal of Criminal Background.

The "**MEXICAN STATE**" will make the necessary arrangements with the competent authorities so that any criminal record that may exist against José Antonio Bolaños Juárez is removed, and the "**PGR**" will eliminate the reference to his alleged criminal responsibility.

The "**SEGOB**" will send a letter to the main national newspapers that still have such references to exhort them its elimination.

C. GUARANTEES OF NON-REPETITION

4.7. Ongoing training courses at the Office of the Attorney General of the Republic.

"**The Attorney General's Office**" will hold a training workshop on combating torture for officials of the institution, in which a practical case will be studied with elements similar to those of the present case, without making reference to José Antonio Bolaños Juárez, since he expressly requested it, in accordance with the program presented as Annex 2 to this Agreement.

D. COMPENSATORY INDEMNITIES

4.8. Monetary Compensation

The "**MEXICAN STATE**" will grant a payment corresponding to the suffered damages by the affected party, which includes material as well as immaterial damages. The payment will be made considering what has been established in the Rules of Operation, taking into account the concepts detailed in the following clauses and whose figures are specified in Annex 3 of this Agreement.

4.9. Compensation for Intangible Damage.

The "**MEXICAN STATE**" undertakes to grant compensation for immaterial damage to Diana Azucena Bolaños Cruz and Sabdy Antonio Bolaños Cruz, in accordance with the Rules of Operation. The immaterial damage corresponds to the payment for the sufferings and/or afflictions caused to the victims; the impairment of significant values for the persons; as well as the alterations of non-pecuniary character. The amount of moral damages will be established based on the jurisprudence of the Inter-American Human Rights System, in similar cases according to the specifications in Annex 3.[...]

4.11. Arrangements for the payment of compensation

The amounts contemplated shall be paid to the "**VICTIMS**", within 2 (two) months following the signature of this Agreement, once provided that they comply with the requirements of Mexican law for delivery. In the event of default, the provisions of the Rules of Operation shall be applied.

These payments will be disbursed on a one-time basis and constitute the total amount of economic reparations that the "**MEXICAN STATE**" will grant to compensate for the damage derived from the violations expressed in Clause 3.1.

Once the payments contemplated in this Agreement are disbursed in favor of the "**VICTIMS**" they may not claim from any authority of the "**MEXICAN STATE**", whether federal, local or municipal, the payment of an additional amount. From the foregoing, the "**VICTIMS**" declare that they are satisfied with the amounts established in this Agreement. Likewise, the

payments that the "**MEXICAN STATE**" grants in favor of the "**VICTIMS**" will be made in their name.

FIFTH: INTEGRALITY OF THE AGREEMENT

This Agreement together with its Annexes 1, 2 and 3 constitute a single document.

As soon as the Annexes 1, 2 and 3 are agreed by "**THE PARTIES**" and their terms are defined, they shall form an integral part of the Agreement. Once the above is done, the "**MEXICAN STATE**", through the "**SRE**" will make it known to the IACHR.

SIXTH: CONFIDENTIALITY

The publicity of this Agreement shall be subject to the provisions of 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 Subjects, the Federal Law of Protection of Personal Data in Possession of Individuals, its Regulations, and other applicable legal provisions.

This document belongs to the "**VICTIMS**" and society's right to the truth.

SEVENTH: TERMINATION OF THE AGREEMENT AND EARLY SATISFACTION OF OBLIGATIONS.

7.1. Termination due to compliance with the object of the agreement

This Agreement shall terminate once its object has been fulfilled and the repairs stipulated therein have been implemented by "**MEXICAN STATE**" in favor 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 instance empowered to terminate the Agreement.

7.2 Substantial breach of the Agreement

The "**VICTIMS**" may request the IACHR to terminate this Agreement in advance when, three years after its signature, there is a substantial breach by the "**MEXICAN STATE**" of three or more obligations derived from it, in which case it shall either issue a substantive report or shall determine with full jurisdiction to refer it to the Inter-American Court of Human Rights.

7.3. Early satisfaction or failure to fulfil obligations

"**THE PARTIES**" reciprocally recognize the faculty to request the IACHR to declare the compliance or non-compliance with any of the obligations derived from this Agreement, when "**THE VICTIMS**" have substantially failed to comply with any of their obligations derived from it and which prevent the compliance of any of "**THE PARTIES**".

7.4. Procedure for early termination of the agreement and satisfaction or breach of obligations

Only the IACHR shall have the power to determine the origin of the early termination of this Agreement or to declare the compliance or non-compliance with any obligation derived from it.

In this sense, if any of **"THE PARTIES"** wishes to terminate this Agreement early, or to consider any obligation derived from it to have been fulfilled or not fulfilled, it must inform the IACHR and request that it pronounces on the matter. A party that wishes to terminate the Agreement early or satisfy an obligation early must accompany its communication to the IACHR with evidence that proves reliably that the causes of Clauses 7.2 and 7.3 are updated.

"THE PARTIES" shall request the IACHR, upon receipt of the request referred to in the preceding paragraph, to bring it to the knowledge of the other party and to give the other party a reasonable opportunity to comment on the matter and to present any evidence it deems pertinent.

In the event that **"THE VICTIMS"** request the early termination of the Agreement, if having heard **"THE PARTIES"**, the IACHR considers that some of the causes for early termination of the Agreement contained in Clause 7.2 are updated; **"THE PARTIES"** shall request the Commission to proceed, *mutatis mutandi* in accordance with Article 40.6 of the IACHR's Rules of Procedure.

In the event that it is the **"MEXICAN STATE"** that requests the early satisfaction of an obligation of the Agreement, if having listened to **"THE PARTIES"**, the IACHR considers that some of the causes contained in Clause 7.3 are updated, **"THE PARTIES"** will request the IACHR to decree the fulfillment of the obligation in question or of the entire Agreement, as the case may be.

7.5. Prohibition on Unilateral Termination of the Agreement

None of **"THE PARTIES"** may unilaterally terminate this Agreement.

The IACHR shall be the only instance empowered to terminate the Agreement or to determine the anticipated satisfaction or breach of obligations contained therein.

EIGHTH: APPLICABLE LAW, INTERPRETATION AND DISPUTE SETTLEMENT

8.1. Applicable law

This Agreement is based on Article 48(f) of the ACHR and Article 40 of the Rules of Procedure of the Inter-American Commission on Human Rights. The rights and obligations of **"THE PARTIES"** under this Agreement are governed by the ACHR, the Rules of Procedure of the Inter-American Commission on Human Rights and the wording of the clauses of the Agreement.

8.2. Interpretation of the Agreement

"THE PARTIES" agree that for the resolution of any conflict arising in the interpretation and/or implementation of this Agreement, the parties will be held to the literality of the terms of the Agreement and, secondly, in the event that the literality of the terms of the Agreement produces an ambiguous or manifestly unreasonable result, the interpretation that best protects the rights of the **"VICTIMS"** shall be chosen, as well as the principles of interpretation established by international human rights law.

8.3. Dispute Settlement

"THE PARTIES" agree that if a dispute should arise over the interpretation or implementation of this Agreement, they shall be under an obligation to conduct effective negotiations in good faith to settle the dispute.

Only if the negotiations prove unsuccessful, **"THE PARTIES"** shall submit the dispute to the IACHR, which shall act as mediator to settle it.

"THE PARTIES" expressly renounce any other means of dispute resolution that may exist in national or international law, which may relate to the facts which are the subject matter of the petition.

NINTH: SUPERVISION AND HOMOLOGATION OF THE AGREEMENT

9.1. Joint application to the IACHR

In accordance with Article 48 of the Rules of Procedure of the Inter-American Commission on Human Rights, **"THE PARTIES"** request the IACHR to supervise this Agreement.

At the same time, pursuant to Article 40.5 of the Rules of Procedure of the Inter-American Commission on Human Rights, **"THE PARTIES"** request the IACHR to issue a homologation report within its Period of Sessions following the signature of this Agreement.

TENTH: ENTRY INTO FORCE

This Agreement shall enter into force upon signature by the **"PARTIES"**.

Once the Agreement has been read and the **"PARTIES"** are aware of its scope and legal content, they sign it on the margin and with 7 (seven) copies in Mexico City on June 27, 2018.

ANNEX 1

**Case 12.986 "José Antonio Bolaños Juárez"
Act of Recognition of International Responsibility and Apology**

Date: June 27, 2018

Place: Constituent Complex of the Ministry of the Interior

Address: Edificio Mirador, 1st floor located at Avenida Constituyentes #947 Colonia Belén de las Flores, Delegación Álvaro Obregón, Código Postal 01110, Mexico City.

Event Time:	Start:	19:00 HOURS
	Finish:	20:00 HOURS
	Media:	NO

PRESIDIUM:

- I. Patricia Colchero Aragonés, Head of the Unit for the Defence of Human Rights of the Ministry of the Interior.
- II. Erasmo Alonso Lara Cabrera, Director General of Human Rights and Democracy of the Ministry of Foreign Affairs.
- III. Guillermo Fonseca Leal, Coordinator of International Affairs and Attaché Offices of the Office of the Attorney General of the Republic.
- Victims.
- V. Victims' representative.

PROGRAMME:

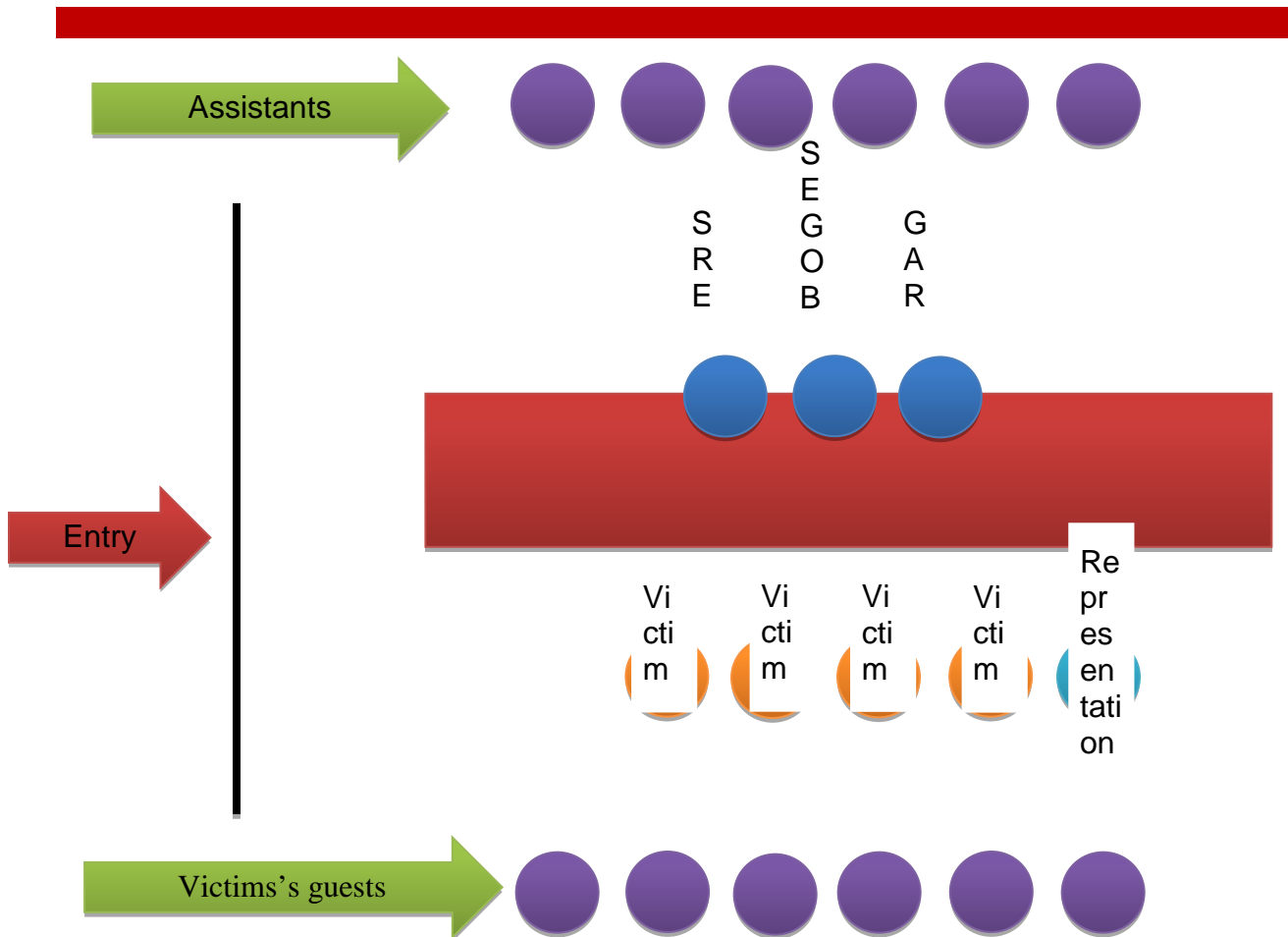
- | | |
|---|------------|
| 1- Welcome by the State. | 5 minutes |
| 2- Victims. | 10 minutes |
| 3- Representative of the victims. | 10 minutes |
| 4- Speech by the representative of the Ministry of the Interior. | 10 minutes |
| 5- Speech by the representative of the Ministry of Foreign Affairs. | 10 minutes |

6- Speech by the representative of the Office of the Attorney General of the Republic.

10 minutes

7- Delivery of documents issued by the Ministry of the Interior.

Case 12.986 "José Antonio Bolaños Juárez"
Act of Recognition of International Responsibility and Apology
(Annex 1)



**Act of Recognition of International Responsibility and Apology
(Annex 1)**

Mexico City, June 27, 2018

Dear Mr. José Antonio Bolaños Juárez,

We would like to extend warm greetings to you, while at the same time expressing the commitment assumed by the Mexican State to respect and guarantee human rights, as well as to comply with the Friendly Solution Agreement being concluded today, which is the product of the constant and open dialogue that the Government of the Republic has maintained with the victims of violations of their human rights and their representatives, in addition to containing measures that guarantee comprehensive reparation for the damage.

In this regard, the Mexican State regrets the events that occurred since July 2001 that resulted in the violation of your right to personal integrity, personal liberty, judicial guarantees and judicial protection, as well as in relation to the general duty to respect the rights established in the American Convention on Human Rights; in addition to the violation of provisions 1, 8 and 10 contained in the Inter-American Convention to Prevent and Punish Torture and for the violation of the obligation to adopt the provisions of domestic law, in connection with article 6 of the Inter-American Convention to Prevent and Punish Torture.

Accordingly, in our capacity as representatives of the Mexican State and based on the principle of good faith, I would like to reiterate to you the recognition of responsibility for the violation of your human rights.

On behalf of the Government of the Republic, please accept a sincere and profound apology for the acts suffered by you and your family, in the hope that you will find in this act an expression of solidarity and commitment on the part of the State to your suffering and indignation. Know that in this country nothing and no one remains above justice, that the Government of the Republic through the Federal Executive, as well as the other powers of the Union, work permanently to prevent such acts are repeated and have a firm commitment to the pursuit of justice and the respect and guarantee of human rights.

May this act serve as one of our own unequivocal rejection of the Government of the Republic of acts of torture and other human rights violations.

SINCERELY

**AMBASSADOR
MIGUEL RUIZ
CABAÑAS
IZQUIERDO**

**UNDER-
SECRETARY FOR
MULTILATERAL
AFFAIRS AND
HUMAN RIGHTS**

**SECRETARIAT FOR
EXTERNAL
RELATIONS**

**MINISTER RAFAEL
ADRIAN AVANTE
JUAREZ**

**UNDER-
SECRETARY FOR
HUMAN RIGHTS**

**SECRETARY OF
THE INTERIOR**

**MINISTER SARA
IRENE HERRERÍAS
GUERRA**

**SUBPROCURATOR
OF HUMAN
RIGHTS, CRIME
PREVENTION AND
COMMUNITY
SERVICES**

**OFFICE OF THE
ATTORNEY
GENERAL OF THE
REPUBLIC**

ANNEX 2

**COURSE: FULFILLING THE AMICABLE SETTLEMENT AGREEMENT 12.986 CIDH
THEMATIC CONTENT**

DAY 1

MODULE I "HUMAN DIGNITY, HUMAN RIGHTS, AND THE PUBLIC SERVANT".

1. Human dignity as the basis and foundation of human rights.
2. Historical Evolution and Conceptual Framework of Human Rights.
3. Difference between crime and violation of human rights.
4. Difference between Human Rights, Fundamental Rights and Guarantees.

BREAK

MODULE II: CONSTITUTIONAL REFORM IN THE AREA OF HUMAN RIGHTS.

1. Human Rights as Standards of Superior Order
2. Guiding principles of human rights:
 - The Pro Person Principle (*Pro Homine*).
 - Conventionality Control.
 - Principle of Presumption of Innocence.
 - Universality, interdependence, indivisibility and progressivity.
3. The obligations of the Public Servant to promote, respect, protect and guarantee Human Rights.
4. The State's obligations to prevent, investigate, punish and redress violations of human rights.

DAY 2

MODULE III GENERAL RULES FOR LEGAL DETENTION. AGREEMENT A/079/12

1. Legality principle.
2. Principle of immediacy.
3. Definition of legal detention.
4. Procedural requirements article 16 of the CPEUM.
5. What is Flagrante delicto and when does it proceed? (Chapter III of the CNPP)
6. Considerations on personal inspection and body search. (art. 268 and 269 CNPP)
7. A.M.P.F. Detention Qualification and Control Judge.

DAY 3

MODULE V: LEGAL PERSPECTIVE ON TORTURE AS A HUMAN RIGHTS VIOLATION.

1. Right to personal integrity and legal personality.
2. Consideration of torture as a crime against humanity (International Criminal Court).
3. International standards on torture conceptual differences and similarities:
 - Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment. (UN)
 - Inter-American Convention to Prevent and Punish Torture. (OAS)
 - Blind obedience or thinking obedience. Is the conduct justified?

BREAK

MODULE VI: LEGAL ANALYSIS OF THE CRIME OF TORTURE.

1. Classification of the crimes of "Torture" and "Cruel, Inhuman or Degrading Treatment or Punishment".
(Authorship and Participation)
2. What is not considered torture? Abuse of authority, injury or torture?

3. Protected legal property, quality of subjects, aggravating circumstances, prescription and related crimes.
4. Are there grounds for exclusion, justification or exclusion? (art. 9 and 10 LGPISTOTPCID)
5. Exclusion from the Test. (art. 20 CPEUM, art. 97 CNPP; and 50-54 LGPISTOTPCID)
 - The poisoned tree theory.

DAY 4

IX MODULE TOOLS FOR INVESTIGATION OF TORTURE.

Agreement A/085/15 establishing the Institutional Guidelines to be followed by agents of the Federal Public Prosecutor's Office, medical and psychological experts and other staff of the Office of the Attorney General of the Republic, in cases where the commission of the crime of torture is presumed.

2. Main steps to be taken based on the "Homologated Protocol for the Investigation of the Crime of Torture".
3. Considerations on the Manual for the Effective Investigation and Documentation of Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment. (Istanbul Protocol).

BREAK

MODULE X ANALYSIS AND CASES ON TORTURE AND I/A COURT CRITERIA.

1. Main contributions of the Sentences and Friendly Settlement Agreements before the IACHR
 - Case of Cabrera García and Montiel Flores v. Mexico (2010);
 - Fernández Ortega and Others v. Mexico (2010);
 - Rosendo Cantú and another v. Mexico (2011); and
 - Case of García Cruz and Sánchez Silvestre v. Mexico (2013).
 - Friendly Settlement Agreements on Torture.

DAY 5

PARTICIPANT REGISTRATION

1. Victim classifications and conceptual framework of the victimizing event.
2. First contact authorities and the principles of secondary victimization, non-criminalization and due diligence.
3. Differential and specialized approach in the case of women, children or adolescents.
9.30-11.50 HRS.
4. Attention to victims of violent crimes. (Torture and sexual violence)

BREAK 11.50-12.10 HRS.

MODULE V VICTIMOLOGICAL ASPECTS OF TORTURE CRIME.

1. Main elements of the psychological integrity of the torture victim (personality and sociocultural contexts).
2. Psycho-emotional disturbances and sequelae of torture victims.
12.10-14.30 HRS.
3. Personality traits and dehumanization of the person who commits the crime or rape of torture.
4. Measures of Integral Reparation to the Victims of the Crime of Torture.

IV. DETERMINATION OF COMPATIBILITY AND COMPLIANCE

14. The IACHR reiterates that according to Articles 48.1.f and 49 of the American Convention, this procedure has the aim “reaching a friendly settlement of the matter on the basis of respect for the human rights recognized in this Convention.” Agreeing to pursue this procedure expresses the good faith of the State as regards carrying out the purposes and objectives of the Convention in keeping with the principle of *pacta sunt servanda*, by which states should carry out their treaty obligations in good faith.² It also reiterates that the friendly settlement procedure provided for in the Convention makes it possible to conclude individual cases in a non-contentious manner, and in cases relating to several countries, has proven to offer an important vehicle for settlement that can be used by both parties.

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

16. The Commission also declares that Annexes I, II and III, agreed by the parties, form an integral part of the Friendly Solution Agreement.

17. Pursuant to Clause 9 of the Friendly Settlement Agreement, the parties agreed to request the Commission to issue the report contemplated in Article 49 of the American Convention, once the Friendly Settlement Agreement was signed.

18. The IACHR observes that given the information provided by the parties so far and the requests for homologation of the FSA submitted by the parties to the Commission, it is appropriate to assess compliance with the commitments established in the friendly settlement agreement.

19. The Commission values declarative clause 2, on the effective investigation, in which, although it is not the will of the parties to agree on a measure of this nature within the framework of the FSA, the State stated that it will continue the investigations outside the framework of the FSA, avoiding the re-victimization of José Antonio Bolaños Juárez.

20. The Inter-American Commission assesses declaration clause 3, which recognizes the international responsibility of the Mexican State for the violation of the rights enshrined in Articles 5 (right to personal integrity), 7 (right to liberty), 8 (judicial guarantees) and 25 (judicial protection) of the American Convention on Human Rights, to the detriment of José Antonio Bolaños Juárez, as well as Articles 1, 6 and 8 of the Inter-American Convention to Prevent and Punish Torture.

21. Regarding clause 4.2 of the agreement related to the health rehabilitation measure, on June 14, 2019, the State reported that, on March 5, 2019, the Directorate of Medical Services linked Bolaños to the Ministry of Health of Mexico City, and that Mr. Bolaños has already been treated by various specialists and successfully undergone surgery and outpatient surgery. The State also reported that since March 13, 2019, Bolaños has been attending the Comprehensive Care Center of the CEAV, where he receives therapeutic psychological treatment. On the other hand, in relation to María del Carmen Cruz Zuñiga, the State reported that on March 20, 2019 the National Institute of Psychiatry was asked to renew the free services he receives. Finally, in relation to Sabdy Antonio Bolaños Cruz, the State reported that he has full medical coverage and indicated that the continuity of free medical services was successfully managed, but recognized that there is a difficulty in covering the treatment of a particular disease, since it does not derive from victimizing events.

22. On other hand, the petitioners confirmed the information provided by the State and they added that Bolaños was assigned specialized personnel to provide health care and a car to transport him for treatment. The petitioners provided details of the appointments, medical evaluations and treatment received,

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 to it and must be performed by them in good faith.”

including surgical services and medications. The petitioners also confirmed the psychological care received by this beneficiary. Regarding to Maria del Carmen Cruz Zuñiga, they confirmed that she initially received psychological treatment, but later she showed little adherence to them. They also indicated that they are currently waiting for a response regarding free psychiatric treatment. Regarding Sabdy Antonio Bolaños Cruz, the petitioners indicated that in August 2018 a meeting was held with the authorities to establish his health care route. The petitioners confirmed that he suffers a chronic degenerative disease that would not be covered by the health measure since it does not derive from the victimizing facts. The petitioners are currently waiting to know if SEGOB has taken measures to obtain another alternative health care to cover the medical care of Sabdy Bolaños regarding this chronic degenerative disease. Finally on the psychological treatment, they indicated that Sabdy Bolaños also showed little adherence to it.

23. Taking into consideration the information provided above by both parties, the commission declares that clause 4.2 of the agreement related to the health rehabilitation measure is partially complied.

24. On the subject of clause 4.3 of the agreement, related to the incorporation of victims into popular insurance, the State reported that Bolaños and his family were incorporated into the National Registry of Victims (RENAVI) under the responsibility of CEAV. In addition, on 25 September and 24 October 2018, Sabdy Antonio Bolaños Cruz and María del Carmen Cruz Zuñiga were added to the popular insurance, in accordance with the terms of the agreement. As for the affiliation of Bolaños and his daughter Diana Azucena Bolaños Cruz, they currently have coverage from the Mexican Institute of Popular Insurance so it is not possible at this time to register them in the popular insurance, but the State confirmed that in the event that they decided to make the change of insurance it would be possible to register them.

25. Taking into consideration the information provided by both parties, the Commission declares that clause 4.3 related to the incorporation of the beneficiaries of the agreement into the popular insurance is fully complied.

26. Considering clause 4.4., attention in the event of a change of place of residence, the Commission considers that this is a declaratory clause in a contingent case and so it declares it. Therefore, it is not up to the IACHR to supervise compliance, since the State's obligation to execute is contained in clause 4.2 above.

27. Regarding clause 4.5., referred to the act of recognition of international responsibility and apology, the State stated that on June 27, 2018, a private act of recognition of international responsibility and apology was carried out in the facilities of the Unit for the Defense of Human Rights of the Ministry of the Interior.

28. The petitioners confirmed this information and indicated that the act was presided over by the Undersecretary of Human Rights of the Ministry of the Interior, and that representatives of the Ministry of Foreign Affairs, the Attorney General of the Republic and the victims also attended. At that meeting, according to the petitioners, it was acknowledged that Bolaños was deprived of his liberty in contravention of the various provisions of the Political Constitution of Mexico, the American Convention, and the Inter-American Convention to Prevent and Punish Torture. At that ceremony, Bolaños was presented with a written document, signed by high authorities, in which recognition of international responsibility and an apology on the part of the Mexican State were expressed.

29. Taking into consideration the information provided by both parties, the Commission declares that clause 4.5., related to the act of recognition of responsibility is fully complied.

30. Regarding clause 4.6 on the elimination of José Antonio Bolaños's criminal record, the State reported that on December 6, 2016, the victim processed his letter of no criminal record, and the record of his criminal responsibility were eliminated by bulletin 507/01. In addition, it was requested by exhortation to the newspapers with the largest national circulation, the elimination of any other reference to the case of the victim.

31. The petitioners confirmed this information and indicated that there is no criminal reference against Bolaños. They also indicated that they held a working meeting with SEGOB, in which they acknowledged that they had been given the mediating documents by which the Human Rights Defense Unit requested the main national newspapers the cancellation of notes in which Mr. Bolaño's name appeared. In addition, the petitioners indicated that they requested the State to make a new petition to the newspaper La Jornada to eliminate an article in which the name of the victim still appeared. On this last issue, the State confirmed that this procedure was carried out and on August 2, 2018, and the newspaper La Jornada withdrew the aforementioned note and provided the corresponding link in which it was possible to verify that it was no longer available. Finally, the petitioners indicated that a similar situation arose with the Diario de Colima, but later, the reference to Bolaños was also eliminated and they provided the link in which it was possible to verify that it was no longer available in that media.

32. Taking into consideration the information provided by both parties, the Commission considers that clause 4.6 on the elimination of the criminal record of the agreement is fully complied with and declares so.

33. Regarding clause 4.7 on ongoing training courses in the Office of the Attorney General of the Republic, the State reported that the General Directorate for the Promotion of Culture in Human Rights, Complaints and Inspection of the Office of the Deputy Attorney General for Human Rights, Crime Prevention and Community Services of the then PGR, gave the course titled "Compliance with the Friendly Settlement Agreement 12.986 of the Inter-American Commission on Human Rights" on October 29, 30 and 31st and on November 26 of 2018. In the said course the topics related to clause 4.7 "ongoing training courses in the Office of the Attorney General of the Republic, PGR" were included. According to the State, on that occasion a total of 28 public servants assigned to the Specialized Deputy Attorney General's Office for the Investigation of Organized Crime (SDAGOIOC) were trained, for a total of 20 hours.

34. The petitioners, on the other hand, confirmed the information provided by the State and considered that this clause of the agreement has been fully complied.

35. Taking into consideration the elements provided by both parties, the Commission declares that paragraph 4.7 on training courses of the friendly settlement agreement has been fully complied.

36. Regarding clauses 4.9 (Compensation for Intangible Damage) and 4.10 (Compensation for Material Damage), the State informed that the corresponding compensation for material and non-material damage has been disbursed.

38. Taking into consideration the information provided by both parties, the Commission declares that clause 4.9 on compensation for non-pecuniary damage is fully complied with and so it declares it. Regarding clause 4.10 on material damage, the Commission considers it partially complied with. The Commission will await confirmation of the CEAV's disbursement of the remaining amount related to the loss of profit after the publication of this report.

39. Finally, the Commission considers that the rest of the content of the agreement is declaratory in nature and therefore is not up to the IACHR supervise compliance with clauses 2.1 (Effective Investigation), 4.1 (General Obligations of "THE PARTIES" in Matters of Reparation), 4.4 (Attention in case of change of place of residence), 4.8 (Monetary Compensation), 4.11 (Methods of payment of compensation), 5 (Entire agreement), 6 (Confidentiality), 7 (Termination of the agreement and early satisfaction of obligations), 8 (Applicable law, interpretation and settlement of disputes), 9 (Supervision and homologation of the agreement) and 10 (Entry into force).

40. For all the mentioned reasons, the Commission declares that clauses 4.3 (incorporation into popular insurance), 4.5 (act of recognition of liability), 4.6 (elimination of criminal records), 4.7 (training courses) and 4.9 (compensation for non-pecuniary damage) are fully complied with. At the same time, the Commission declares that clauses 4.2 (health rehabilitation measure) and 4.10 (financial compensation for material damage) are partially complied.

41. Therefore, the IACHR declares that the friendly settlement agreement has a substantial level of execution and is partially complied, so it will continue to monitor the implementation of clauses 4.2 and 4.10 of the friendly settlement agreement until its full implementation.

V. CONCLUSIONS

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

2. In light 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 friendly settlement agreement signed by the parties on June 27, 2018, as well as its Annexes I, II and III, which are an integral part thereof.

2. To find that there has been full compliance with clauses 4.3 (Incorporation to the Popular Insurance), 4.5 (Act of Recognition of International Responsibility and Apology), 4.6 (Elimination of Criminal Records), 4.7 (Continuing training courses at the Attorney General's Office) and 4.9 (economic compensation for non-pecuniary damage).

3. Declare partially fulfilled the clauses 4.2 (Measure of Health Rehabilitation) and 4.10 (Compensation for Material Damage) and continue with its supervision until its total compliance according to the analysis contained in this Report. To that purpose, the commission reminds the parties of their commitment to report periodically to the IACHR on their compliance.

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

Approved by the Inter-American Commission on Human Rights on the 28 day of July 2019. (Signed): Esmeralda E. Arosemena Bernal de Troitiño, President; Antonia Urrejola; Second Vice-President; Margarete May Maculay, Francisco José Eguiguren, Luis Ernesto Vargas Silva and Flavia Piovesan, Members of the Commission.