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REPORT No. 110/20
PETITION 735-07
REPORT ON FRIENDLY SETTLEMENT

ISMAEL MONDRAGON MOLINA
MEXICO

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I. SUMMARY AND RELEVANT PROCEDURAL ASPECTS OF THE FRIENDLY SETTLEMENT PROCESS

1. On June 6, 2007, the Inter-American Commission on Human Rights (hereinafter the “Commission” or “IACHR”) received the petition presented by Mr. Edgar Mondragón Bustamante (hereinafter “the petitioners” or “the petitioner party”). In which the international responsibility of the Mexican State was alleged for the failure to investigate the death of his 1-year-old and 11-month-old son, Ismael Mondragón (hereinafter the “victim”), due to medical negligence. Subsequently, attorney Miguel Nava Alvarado became a co-petitioner.

2. On October 26, 2012, the Commission transmitted to the Mexican State a copy of the pertinent parts of the petition presented by Mr. Edgar Mondragón, according to Article 30 (2) of its Rules of Procedure. On August 18, 2016, the State expressed its willingness to initiate a friendly settlement process, an offer that was accepted by the petitioner on October 21, 2016.

3. In the framework of the 159 Period of Sessions of the IACHR, on December 5, 2016, the parties signed a memorandum of understanding in which they expressed their interest in reaching the signing of a friendly settlement agreement (FSA). In the document, the parties defined the work methodology for the negotiation and the claims related to a) rehabilitation measures, b) satisfaction measures, c) guarantees of non-repetition, and d) financial compensation.

4. On March 14, 2018, the parties signed a Friendly Settlement Agreement whose implementation has been supervised by the Commission. In the same agreement, the parties jointly requested the immediate approval of the FSA.

5. On the other hand, in the present friendly settlement report, as established in Article 49 of the American Convention and Article 40.5 of the Commission’s Rules of Procedure, a review of the facts alleged by the petitioner is made, and the agreement signed on March 14, 2018, by the petitioner and the representatives of the Mexican State is transcribed. Likewise, the agreement signed by the parties and the publication of this report in the Annual Report of the IACHR to the General Assembly of the Organization of American States is approved.

II. THE ALLEGED FACTS

6. The petitioners alleged that on December 15, 2004, the boy Ismael Mondragón Molina, one year and 11 months old, had undergone cranial surgery at the Children's Hospital of the State of Sonora, a public institution, and he would have died after it due to medical negligence. In this sense, the National Commission of Human Rights would have carried out an investigation in the file CEDH / II / 22/01/050/2005, in which it concluded that “malpractice in medical care granted by Dr. José Manuel Orozco Vasquez was observed”. Since there was no merit or evidence that alterations were made to the facial mass, the area of competence of the maxillofacial surgeon and that the craniosynostosis performed on the child was a surgery typical of the field of a pediatric neurosurgeon.

7. Additionally, the petitioners alleged that the investigation would have found that the type of disease suffered by Ismael Mondragón’s must have been operated on early, since the passage of time increased

¹ Commissioner Joel Hernández, a Mexican national, did not participate in the discussion and decision in this case, under Article 17.2.a) of the IACHR Rules of Procedure.

the risk of cranial deformity, alterations, and sequelae, being the ideal age for this kind of surgery between three and nine months of age. Similarly, it would have been concluded that the actions of Dr. Orozco would have allowed the evolution of the pathology and, with it, the deformity since the patient was not referred to the specialist from the age of six months when he began to treat him. The investigation would also have concluded that the surgical procedure would have been irregular, having been performed by a person who was not qualified for the operation and that utensils that would have been used were not medically appropriate, among other irregularities that would have caused the death of the child Ismael Mondragón.

8. On December 18, 2004, the petitioner reported the facts to the Public Ministry, giving rise to the investigation mentioned above. The autopsy results would have indicated that the cause of death would have been "cardiorespiratory arrest due to postoperative cerebral edema." Likewise, the experts would have concluded that the surgery to which the alleged victim of one year and 11 months of age underwent would have been very extensive for his physical constitution, for which it would possibly have generated cerebral edema.

9. On July 1, 2010, as reported by the petitioner, a conviction had been issued in the process against six people for the crimes of wrongful death and medical and technical responsibility, establishing intentional criminality against two people and guilty about the remaining four. Responsibility for reckless manslaughter for medical and technical liability against four people was declared, and the remaining two were acquitted. One of the doctors would have been sentenced to six years in prison, a fine, and a five-year suspension from practicing his profession. The remaining three would have been sentenced to three years, nine months in jail and a fine. Finally, they would have been denied the benefit of the conditional suspension of the sentence. Said sentence would have been appealed and on June 15, 2011, a second instance sentence would have been issued confirming the first instance decision, except for the amendment to the aggravating medical and technical responsibility for the benefit of a doctor, lifting it because it would not have been included in the original indictment.

10. However, the petitioner alleged that the crime to be prosecuted must have been an intentional homicide instead of unintentional manslaughter and that the doctor who would have operated his son would not be a surgeon but a dentist. The petitioner also alleged that there would have been a delay in the pursuit of justice regarding the disciplinary process because there would only have been a process against two doctors, and not against all the personnel involved, for which the petitioner denounced an alleged cover-up. The petitioner also would have filed a complaint against the Judge and the Clerk of the Court before the Disciplinary Commission of the Supreme Court of Justice because, according to him, the Supreme Court of Justice alleged, would be "colluded".

III. FRIENDLY SETTLEMENT

11. On March 14, 2018, the parties held a bilateral meeting in Mexico City, in the framework of which they signed a friendly settlement agreement. The text of the friendly settlement agreement is included below:

PETITION 735-07
"ISMAEL MONDRAGON MOLINA"
FRIENDLY SETTLEMENT AGREEMENT

On the one hand, the United Mexican States, hereinafter "**THE MEXICAN STATE**," represented in this act by Attorney Rafael Adrian Avante Juarez, Undersecretary of Human Rights, Master Patricia Colchera Aragonés, Head of the Unit for the Defense of Rights Humans. Both from the Secretary of the Interior, hereinafter "**SEGOB**". Ambassador Miguel Ruiz Cabañas Izquierdo, Undersecretary for Multilateral Affairs and Human Rights, and Dr. Erasmo Alonso Lara Cabrera General Director of Human Rights and Democracy, both from the Secretary of Foreign Relations hereinafter "**SRE**"; the Lic. Miguel Ernesto Pompa Corella, Secretary of Government of the state of Sonora, hereinafter "**THE ENTITY**." And C.P. Adolfo Enrique Clausen Iberri, Executive President of the Health Services of Sonora, hereinafter "**THE HEALTH SERVICES OF SONORA**" and on the other hand the C.C. Edgar Mondragón Bustamante, Elizabeth Molina

Hernandez, Leslie Michelle Mondragón Molina, and Edgar Eduardo Mondragón Molina, hereinafter "**THE VICTIMS**," as well as their representative, Lic. Miguel Nava Alvarado, hereinafter "**THE REPRESENTATION**" and who jointly and hereinafter they will be called "**THE PARTIES**," according to the following:

DECLARATIONS

1. Declares the "SEGOB," through its representatives that:

1.1 It is a dependency of the Federal Public Administration, by the provisions of articles 90 of the Political Constitution of the United Mexican States; I, 26 and 27, sections VIII and X of the Organic Law of the Federal Public Administration, as well as article 1 of the Internal Regulations of the Secretary of the Interior (RISEGOB).

1.2 Following the provisions of article 27, section VIII and XII of the Organic Law of the Federal Public Administration, it has, among other powers, that of conducting the internal policy of the Federal Executive that is not expressly attributed to another agency. As well as that of monitoring compliance with constitutional precepts by the country's authorities, especially concerning human rights and issuing the necessary administrative measures for this purpose.

1.3 The Undersecretary of Human Rights is fully empowered to sign this document, following articles 2, section A, section IV and 6, sections XI I and XV I of the RISEGOB.

1.4 The Unit for the Defense of Human Rights, under articles 2, section 13 section VII and 24 sections VI and XI of the Internal Regulations of the "SEGOB," has powers to meet the recommendations issued by international organizations regarding human rights, whose competence, procedure and resolution are recognized by the Mexican State.

1.5 The Unit for the Defense of Human Rights, through the Trust for Compliance with Human Rights Obligations "Trust," has sufficient resources to meet the obligations arising from this agreement.

1.6 All that corresponds to the "Trust" will be resolved by its Operating Rules; published in the Official Gazette of the Federation on May 29, 2014.

1.7 Which indicates as domicile for all legal effects of this agreement, the one located at Av. Constituyentes No. 947, El Mirador Building, Pisa -2, Colonia Belén de las Flores, Alvaro Obregón Delegation, CP. 01 1 10, Door 2, Federal Forces of Mexico City.

2. The "SRE" declares, through its representatives, that:

2.1 Following articles 1, 26 and 28 sections I and III of the Organic Law, from the Federal Public Administration, the "SRE" is a dependency of the Federal Executive Power. Which is responsible, among other things, to promote, propitiate and ensure coordinating the foreign policy of the Federal Executive, as well as participating with international organizations of which the Mexican government is part.

2.2 Ambassador Miguel Ruiz Cabañas Izquierdo, Deputy Secretary for Multilateral Affairs and Human Rights of the SRE, following article 8 sections III, VIII and X, and article 27 sections I, V and VIII, of the Internal Regulations of the Secretariat of Foreign Relations, has the power to represent the Secretariat by signing the agreements related to the exercise of its powers and the Administrative Units on its charge.

2.3 This indicates the domicile for all legal purposes of this agreement, the one located at Avenida Juarez No. 20, Colonia Centro, Cuauhtémoc Delegation, Postal Code 06010, Mexico, Federal District.

3. "The Entity" declares, through its representatives, that:

3.1 The State of Sonora is a free and sovereign entity in everything related to its internal regime that is an integral part of the federation called the United Mexican States, and that has the status of an official moral person empowered to exercise all the rights necessary to carry out the object. By which it was instituted, by the provisions of articles 40, 42 fractions I and 43 of the Political Constitution of the United Mexican States; 21 and 25 of the Political Constitution of the State of Sonora.

3.2 Lawyer Miguel Ernesto Pompa Corella, Secretary of Government of the State of Sonora, was chosen by instructions of Lawyer Claudia Arlemiza Pavlovich Arellano, Constitutional Governor of the State of Sonora, to sign the present friendly settlement agreement. Which accredits his personality with the appointment dated September 13, 2015. Granted in his favor by the Governor, and based on Article 23 of the Organic Law of the Executive Power of the State of Sonora is empowered to sign this friendly settlement agreement.

3.3 For the legal effects of this agreement, it indicates as its domicile the one located in the Government Palace, Calle Comonfort and Dr. Paliza, Colonia Centenario, C.P. 83260, Hermosillo Sonora, Mexico.

4. Declares "THE SONORA HEALTH SERVICES," through its Executive President, that:

4.1 It is a Decentralized Public Body with legal personality and its assets, following the Law that creates the Health Services of Sonora, published in the Official Gazette of the State Government dated March 10, 1997, belonging to the Parastatal Public Administration, with powers to agree and be bound in terms of the provisions of the Law of its creation.

4.2 It has among its functions to organize and operate health services for the target population in the State in matters of general health. Participate in the State Health System under the terms of the General and State Health Law. Carry out all those actions tending to guarantee the right to the protection of the health of the inhabitants of the State. Propose and strengthen community participation in health services. Carry out all those actions that are necessary to improve the quality in the provision of health services. To administer the resources assigned to it, the recovery fees, as well as the contributions it receives from other people or institutions and the others that the Law of its creation confer on it for the fulfillment of its functions.

4.3 The Public Accountant Adolfo Enrique Clausen Iberri is Secretary of Public Health with appointment dated January 11, 2018. Appointed by Ms. Claudia Artemiza Pavlovich Arellano, Constitutional Governor of the State, in exercise of the powers provided for in articles 79, sections XI and XXIV of the Political Constitution of the Free and Sovereign State of Sonora and 7 of the Organic Law of the Executive Power of the State, folio 03.0 I .1 / D-561/18.

4.4 In accordance with articles 4, section II; 6, fraction II and 9, fraction I of Law number 269 that creates the Health Services of Sonora, published in the Official Gazette of the State Government on March 10, 1997. Confer upon the Secretary of Public Health of the State the character of Executive President of said Organism and its legal representation, with all the general and special powers, to carry out the acts of administration and for lawsuits and

collections, with all the competence that require authorization or particular clause according to the law.

4.5 It has established its domicile in Comonfort and Paseo del Canal, without number, Government Center in the city of Hermosillo, Sonora, which it indicates for all legal purposes and effects of this Agreement.

5. They declare "THE VICTIMS," that:

5.1 Mr. Edgar Mondragón Bustamante is Mexican, of legal age and appears in the present act in his own right, who to corroborate his identity shows his official identification of the National Electoral Institute with voter code: [XXX]. Likewise, it indicates a legal domicile for this [XXX].

5.2 Mrs. Elizabeth Molina Hernandez is Mexican, of legal age, and appears in the present act in her own right, who to corroborate her identity shows her official identification of the Federal Electoral Institute (Currently National Electoral Institute) with Folio no. [XXX]. Likewise, it indicates a legal domicile for this, the one located in [XXX].

5.3 C. Leslie Michelle Mondragón Molina is Mexican, of legal age, and appears in the present act in her own right, who to corroborate her identity shows her official identification from the National Electoral Institute [XXX]. Likewise, it indicates a legal domicile for this, the one located in [XXX].

5.4 C. Edgar Eduardo Mondragón Molina is Mexican, of legal age, and appears in the present act in his own right, who to corroborate his identity shows his official identification of the Federal Electoral Institute (Currently National Electoral Institute) [XXX]. Likewise, it indicates as legal domicile, the one located in [XXX].

6. Declares "THE REPRESENTATION" that:

6.1 Attorney Miguel Nava Alvarado is Mexican of legal age and appears in the present act as a lawyer, representative of the victims, and who to corroborate his identity shows his professional ID number [XXX].

7. "THE PARTIES" declare that:

7.1 The legal personality with which they are held and appear upon the signing of this "FRIENDLY SETTLEMENT AGREEMENT," hereinafter "The Agreement," are reciprocally recognized; by Article 48.1.f of the American Convention and Articles 37.4, 40, 48 and 64.1 of the Rules of Procedure of the Inter-American Commission on Human Rights (IACHR).

7.2 They acknowledge that this Agreement is concluded within the framework of the petition filed before the Inter-American Commission on Human Rights (hereinafter "IACHR") against the "MEXICAN STATE," which is currently being processed under the heading P- 735-07, "Ismael Mondragón Molina".

7.3 That "THE PARTIES" signed an "Agreement of Understanding for the Search of a Friendly Settlement Agreement," of the case that concerns us on December 5, 2016, within the framework of the 159th Period of Regular Sessions of the IACHR, in Panama City, Republic of Panama.

7.4 They recognize as real the following facts, which constitute the factual basis of this agreement: Ismael Mondragón Molina was diagnosed with craniosynostosis. This disease prevents the proper development of the brain. Dr. Oscar Alberto Campbell Araujo channeled the patient for evaluation and medical care with Dr. Jose Manuel Orozco Vázquez, a

maxillofacial dental surgeon, who provided his services for the Children's Hospital of the State of Sonora. After being evaluated by Dr. Jose Manuel Orozco Vázquez, he decided that it was best to observe the development of the condition. When Ismael Mondragón was one year ten months old, Dr. Orozco Vázquez met with neurosurgeon Dr. Mario Gabriel Guevara Barraza to analyze a CT scan of the minor, concluding that he had to have surgery. On December 15, 2004, after having been intervened by Dr. Orozco Vázquez, the boy Ismael Mondragón Molina died. Following the medical opinion issued by the National Medical Arbitration Commission on January 13, 2005 (CONAMED), it was determined that the surgery was not performed promptly. Since the treating doctor allowed the pathology to evolve and therefore the deformity, by not referring the patient to the appropriate specialist to perform a lower risk surgery, better aesthetic results, and reduced neurological risk. Thus, said determination concluded that the operation was not completed in the ideal conditions for the reasons stated, since the maxillofacial doctor was not the one to perform it, it had to be performed by a neurosurgeon in addition to the fact that there were not used the indicated instruments or the correct surgical technique.

7.5 "THE PARTIES," express their willingness to sign this FRIENDLY SETTLEMENT AGREEMENT.

CLAUSES

I. PURPOSE OF THE AGREEMENT

Clause 1.1 Purpose of the agreement. The purpose of this Agreement is to carry out the necessary actions to comply with the comprehensive reparation of the damage that the "MEXICAN STATE" carried out in favor of "THE VICTIMS".

II. ACKNOWLEDGMENT OF INTERNATIONAL RESPONSIBILITY

Clause 2.1. Recognition of international responsibility. The "MEXICAN STATE" recognizes its international responsibility regarding the violation of the rights to life, personal integrity, and the rights of the child, Articles 4, 5, and 19 of the American Convention on Human Rights. Concerning the general obligation to respect the rights contained in article II of the same instrument, for the events that occurred to the detriment of Ismael Mondragón Molina. The "MEXICAN STATE" recognizes that the violations expressed in the preceding paragraph are attributable to it and generate its international responsibility towards "THE VICTIMS," as well as the obligation to repair it.

III. REPARATIONS

Clause 3.1 General obligations of "THE PARTIES" regarding reparation. "THE PARTIES" recognize the obligation of the "Mexican State" to fully compensate "THE VICTIMS" and agree to the measures of reparation specified in this Chapter. Coordination of compliance with the reparation measures will be the responsibility of the "SEGOB." "THE VICTIMS" undertake to comply with the essential requirements of form for the granting of the following measures of reparation. Failure to comply with the crucial elements for the granting of the reparation measure will not be a justification for terminating the process of compliance with the Agreement, nor can it be determined that it is due to the responsibility of the "MEXICAN STATE".

A. REHABILITATION MEASURES.

Clause 3.2 Regarding health. The "MEXICAN STATE" undertakes to provide each of "THE VICTIMS" with adequate, preferential and free medical and psychological care, through the design of a personalized health route, in which the data of each of the and beneficiaries, such

as their place of residence and the accessibility of existing services due to distance was taken into consideration. The attention will be provided through the public institutions of the "MEXICAN STATE." The "MEXICAN STATE" will facilitate the contact of the direct link in the public health institutions in case of any eventuality regarding health care that may arise. This link must have the decision-making and dialogue capacity necessary for its resolution.

Clause 3.2.1 Agreement on the health route. The particular care needs of "THE VICTIMS" will be incorporated into this Agreement, through Annex 1, which will be agreed upon by "THE PARTIES" within a period not exceeding six months, counted from the signature of this agreement.

"THE VICTIMS" through their representatives, will provide "SEGOB" with all the necessary information for its registration, assessment and/or care in public health institutions once "THE PARTIES" agree to the terms.

In turn, "THE VICTIMS" undertake to attend consultations, exams, evaluations, sessions, treatments, or any kind of procedure established or derived from the agreements.

The "MEXICAN STATE" will grant the corresponding facilities for the provision of the services in terms of the applicable legal norms. The "MEXICAN STATE" shall not be obliged to provide medical or psychological care to "THE VICTIMS" or to immediate family members if they decide to temporarily or permanently change their residence outside the national territory. If they return to Mexican territory, it can be reestablished without prejudice.

Clause 3.2.2 Incorporation to Popular Insurance. The "MEXICAN STATE" will incorporate "THE VICTIMS," where appropriate, to the Popular Insurance, which would have access to the services established in its medical coverage.

Clause 3.2.3 Attention in case of change of place of residence. If "THE VICTIMS" change their address to another federative entity of the Mexican Republic, medical attention will be provided in their new place of residence through public health institutions to provide the same level of care. In this sense, "THE VICTIMS" must report such a situation to the "MEXICAN STATE," one (1) month in advance, to guarantee their access to medical care adequately.

Clause 3.3 Granting of Scholarships. "THE ENTITY" will provide the facilities to Mr. Edgar Mondragón Bustamante, Leslie Michelle Mondragón Molina, and Edgar Eduardo Mondragón Molina, to grant educational scholarships, by applicable laws and through the competent authorities. The facilities for giving scholarships will persist until university education.

Once the scholarships are awarded, this measure will be subject to the school performance of the beneficiaries. It may be withdrawn if they do not meet the academic, administrative, disciplinary, or any other standards imposed by the educational institutions they attend, regardless of the level of school. The "MEXICAN STATE" may be released from this obligation if, for reasons attributable to Mr. Edgar Mondragón Bustamante, as well as Leslie Michelle Mondragón Molina and Edgar Eduardo Mondragón Molina, the requirements expressed in this clause are not met.

B. MEASURES OF SATISFACTION

Clause 3.4 Act of acknowledgment of responsibility. The "MEXICAN STATE" will carry out a public act of acknowledgment of responsibility and a public apology in which it will recognize that Ismael Mondragón Molina passed away due to medical malpractice, attributed to medical personnel from the Children's Hospital of the State of Sonora.

The public act of recognition will be led by the "**SEGOB**" Under-Secretary for Human Rights, as well as the "**SRE**" Under-Secretary for Unilateral Affairs and Human Rights. The invitation will be made to the Governor of the State of Sonora, to attend the event or designate a high-level official to come on its behalf.

The particular content of the act of acknowledgment of responsibility will be incorporated into this Agreement in Annex 2, which will be agreed between "**THE PARTIES**" following the provisions of this clause and will be held in a public act after signing of this Agreement. Annex 2 must include the date, place, and general characteristics of the public act of acknowledgment of responsibility. The "**MEXICAN STATE**" must offer "**THE VICTIMS**" or "**THE REPRESENTATION**," a proposal for an act of acknowledgment of responsibility, which will be incorporated in Annex 2 within three months of signing the Agreement.

The public act must be held within six months after "**THE PARTIES**" have agreed to the terms of Annex 2.

Clause 3.4.1 Dissemination of the act of acknowledgment of responsibility. The public act of acknowledgment of responsibility will be disseminated in the terms established in Annex 2.

Clause 3.5 Unveiling of plaque and bust at the Children's Hospital of the State of Sonora. To honor the memory of Ismael Mondragón Molina, the "**MEXICAN STATE**," in particular the "**THE ENTITY**" health authorities will take steps to place a plaque and a bust at the Children's Hospital of the State of Sonora, same that will contain a commemorative legend. The particular content of this clause will be incorporated into this Agreement in Annex 3 and will be agreed by "**LAS PARTES**" within a period not exceeding six months, counted at the signing of this Agreement.

C. GUARANTEES OF NON-REPETITION

Clause 3.6 Training courses in pediatric medical care and human rights. A training course should be conducted for physicians working in public children's hospitals in the State of Sonora. In pediatric preventive care and human rights, particularly the right to health and its scope when there are minors, taking into account the standards of the Inter-American System to avoid repeating the facts of the case; where practical cases with elements similar to those described here are analyzed.

D. COMPENSATORY INDEMNIFICATIONS

Clause 3.7 Compensation for material damage. The State will deliver, for material damage to indirect victims. C. Edgar Mondragón Bustamante, Elizabeth Molina Hernandez, Leslie Michelle Mondragón Molina, and Edgar Eduardo Mondragón Molina, the amounts specified in Annex 4 of this Agreement.

Clause 3.8. Compensation for non-pecuniary damage. The "**MEXICAN STATE**" undertakes to grant compensation for non-pecuniary damage, following the Operation Rules of the "Trust."

Clause 3.9. Methods of payment of compensation. The amounts contemplated will be paid to "**THE VICTIMS**," within six months following the signing of this Agreement, as long as they comply with the essential requirements so that Mexican legislation provides for delivery. In case of default, the provisions of the Trust's Operation Rules will be followed.

These payments will be disbursed for a single occasion 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 2.1.

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.

Clause 3.10. Productive Project Delivery. As a compensatory measure, the "MEXICAN STATE," through **SEGOB**, undertakes to manage access to possible supports for "productive projects" for "THE VICTIMS." The granting of the same will be subject to the norms and dispositions that for such effects establish the dependencies that can grant them in the federative entities that they designate as their domicile.

After exhausting the pre-established requirements, the number of productive projects to be delivered, in no case may exceed one for each of the indirect victims.

IV. INTEGRALITY OF THE AGREEMENT

Clause 4. The comprehensiveness of the Agreement. This Agreement, together with its Annexes 1, 2, 3, and 4 constitute a single document. At the time that "THE PARTIES" agree Annexes 1, 2, 3, and 4 and their terms are defined; they will form an integral part of the Agreement. Once this has been done, the "MEXICAN STATE" ', through the "SRE," will inform the "IACHR".

V. CONFIDENTIALITY

Clause 5. Confidentiality. The publicity of this Agreement will be subject to the provisions of the General Law of Transparency and Access to Public Information. This document is part of the victims' and society's right to the truth.

VI. TERMINATION OF THE AGREEMENT AND EARLY SATISFACTION OF OBLIGATIONS

Clause 6. Termination for compliance with the object of the Agreement. This Agreement will be terminated once its purpose has been fulfilled, and the repairs stipulated therein have been implemented by the "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" will be the only instance empowered to terminate the Agreement.

Clause 6.1 Early termination of the Agreement. "THE VICTIMS" may request the "IACHR" to terminate this Agreement in advance when (after three years from its signature) there is a substantial breach by the "MEXICAN STATE" of two or more obligations derived from it.

Clause 6.2 Anticipated satisfaction or breach of obligations. "THE PARTIES" reciprocally recognize the power to request the "IACHR" to consider as satisfied or breached any of the obligations derived from this Agreement, when "THE VICTIMS" have substantially breached any of their obligations derived from it and that prevent its fulfillment.

Clause 6.3 Procedure for early termination of the Agreement and satisfaction or breach of obligations. Only the "IACHR" will have the power to determine the origin of the early termination of this Agreement or to consider that as satisfied or breached any obligation derived from it.

In this sense, if any of the "THE PARTIES" wishes to terminate this Agreement in advance or to consider as satisfied or breached any obligation derived from it, it must inform the "IACHR" and ask it to rule on it. The party that wishes to terminate the agreement in advance or to consider an obligation satisfied must accompany its communication to the "IACHR" with the evidence that authentically verifies that the causes of clauses 6.2 and 6.3 are updated.

"THE PARTIES" request that the "IACHR", once it receives the request referred to in the preceding paragraph, make it known to the other party and that it grant the latter a reasonable opportunity to rule on it and present the evidence that it considers pertinent.

If "THE VICTIMS" are those who request the early termination of the Agreement. If, having listened to both Parties, the "IACHR" considers that some of the causes for early termination of the Agreement contained in Clause 6.2. are updated "THE PARTIES" will request that the "IACHR" proceed oriented, *mutatis mutandis* following the provisions of Article 40.6 of the Rules of Procedure of the Inter-American Commission on Human Rights.

If it is the "MEXICAN STATE" who requests the anticipated satisfaction of an obligation of the Agreement. If, having listened to both Parties, the "IACHR" considers that some of the causes contained in Clause 6.3 are updated. "THE PARTIES," expressly agree and will request the "IACHR" to decree compliance with the obligation in question or with the entire Agreement, as the case may be.

Clause 6.4 Prohibition on unilateral termination of the Agreement. Neither of "THE PARTIES" may unilaterally terminate this Agreement. The "IACHR" will be the only instance empowered to terminate the Agreement or to determine the anticipated satisfaction of any of the obligations contained therein.

VII. APPLICABLE LAW, INTERPRETATION, AND DISPUTE SETTLEMENT

Clause 7. Applicable law. This Agreement is based on Article 48 subsection f of the American Convention on Human Rights (CADH) and Article 40 of the Rules of Procedure of the Inter-American Commission on Human Rights. The rights and obligations of "THE PARTIES" derived from this Agreement are governed by the ACHR, the Rules of Procedure of the Inter-American Commission on Human Rights, and the literal clauses of the Agreement.

Clause 7.1 Interpretation of the Agreement. "THE PARTIES" agree that for the resolution of any conflict that arises in the interpretation and/or implementation of this Agreement, it will be firstly, to the literal terms of the same. Secondly, in case the literality of the terms of the Agreement produce an ambiguous or manifestly unreasonable result, the interpretation that best protects the rights of "THE VICTIMS," as well as the principles of interpretation established by international human rights law, will be chosen.

Clause 7.2 Settlement of disputes. "THE PARTIES" agree that if a controversy arises over the interpretation or implementation of this Agreement, they will have an obligation to carry out effective and good faith negotiations to settle it. Only if the negotiations prove unsuccessful, "THE PARTIES" will submit the controversy to the discretion of the "IACHR," which must act as a mediator to settle it. "THE PARTIES" expressly waive any other means of dispute resolution that may exist derived from national legislation or international law.

VIII. MONITORING AND APPROVAL OF THE AGREEMENT

Clause 8. Joint request to the IACHR. According to Article 48 of the Rules of Procedure of the Inter-American Commission on Human Rights, "THE PARTIES" request the "IACHR" to supervise this Agreement. In turn, following Article 40.5 of the Rules of Procedure of the Inter-

American Commission on Human Rights, the Parties request the IACHR to issue an approval report within their Session Period following the signing of this Agreement.

IX. ENTRY INTO FORCE

Clause 9. Entry into force. This Agreement will enter into force at the time of signature by all "THE PARTIES" at the same time. Once the Agreement has been read and "THE PARTIES" are aware of the scope and legal content of the Agreement, they sign it on the sidelines and in 6 copies in Mexico City, on the fourteenth day of March 2018.

ANNEX FOUR

A. COMPENSATORY INDEMNIFICATIONS

The Parties to the Friendly Settlement Agreement recognize this Annex and the amounts indicated here as a fundamental part of it, since it will be the reference to prove, at the time, compliance with reparations of a pecuniary nature by the Mexican State, of following clauses 3.7, 3.8, and 3.9 as follows:

1.1 Monetary compensation for non-pecuniary damage.

Based on the jurisprudence of the Inter-American System for the Protection of Human Rights, in cases similar to the one in question, the following amounts have been determined:

Ximena Lopes case vs. Brazil, \$ [...]
Vera Vera vs. Ecuador, \$ [...]
Suarez Peralta vs. Ecuador, \$ [...]

The proposal from the Unit for the Defense of Human Rights was set at the following amounts, taking as reference the cases indicated:

Ximena Lopes case vs. Brazil, \$ [...]
Vera Vera vs. Ecuador, \$ [...]
Suarez Peralta vs. Ecuador, \$ [...]

For all calculations, the exchange rate of \$ [...] pesos per dollar, corresponding to the day [...] of December 2017, was used.

The background suggests an average payment for non-pecuniary damage in the Ismael Mondragón Molina case, in the amount of \$ [...].

Regarding indirect victims, the proposal for non-pecuniary damage is as follows:

Elizabeth Molina Hernandez \$ [...]
Edgar Mondragón Bustamante \$ [...]
Leslie Michelle Mondragón Molina \$ [...]
Edgar Eduardo Mondragón Molina \$ [...]

1.2 Repair for material damage.

The reparations for the non-pecuniary damage that were agreed are detailed in the agreement below. In this regard, the Parties undertake to keep the data on financial reparation confidential and not to make their amounts public, to protect the victims. The Inter-American Commission on Human Rights is requested to make only general reference in its report to economic reparation without mentioning the figures of this agreement.

Based on the jurisprudence of the Inter-American System for the Protection of Human Rights, Mr. Edgar Mondragón Bustamante will be delivered in equity the amount of [...] for lost profits, following the attached table.

From the above the following payment concepts for victims are specified:

Non-pecuniary damage:

Elizabeth Molina Hernandez \$ [...]
 Edgar Mondragón Bustamante \$ [...]
 Leslie Michelle Mondragón Molina \$ [...]
 Edgar Eduardo Mondragón Molina \$ [...]

Material damage:

Ismael Mondragón \$ [...] Total: \$ [...]

Once this Annex has been read and "THE PARTIES" are aware of its legal scope and content, they sign it on the sidelines and in 6 points in Mexico City, on April 13, 2018.

IV. DETERMINATION OF COMPATIBILITY AND COMPLIANCE

12. The IACHR reiterates that according to Articles 48.1.f and 49 of the American Convention, this procedure aims to "reach a friendly solution to the matter based on respect for the human rights recognized in the Convention." The acceptance of carrying out this procedure expresses the good faith of the State to comply with the purposes and objectives of the Convention by the pacta sunt servanda principle, by which the States must fulfill in good faith the obligations assumed in the treaties². 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 related to different countries, offering an important vehicle for settlement, which can be used by both parties.

13. The Inter-American Commission has followed the development of the friendly settlement reached in this case and highly values the efforts made by both parties during the negotiations to reach this friendly settlement that is compatible with the object and purpose of the Convention.

14. In light of Resolution 3/20 of the IACHR on differentiated actions to address the procedural backlog in friendly settlement procedures, from the signing of the agreement, the parties will have two years to advance towards its approval by the Inter-American Commission on Rights Human, except for duly qualified exceptions established by the Commission. Regarding those matters with a signed agreement and without homologation in which the foreseen term has expired, the Commission will determine its course of action taking into particular consideration the duration of the compliance phase, the antiquity 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 when evaluating the viability of the approval of the agreement, or the closure or maintenance of the negotiation process, the IACHR will consider the following elements: a) the content of the text of the agreement and whether it has a clause of full compliance before approval; b) the nature of the agreed measures; c) the degree of compliance thereof, and in particular the substantial execution of the commitments assumed; d) the will of the parties in the agreement or a subsequent written communication; e) its suitability with human rights standards and f) the observance of the State's will to fulfill the commitments assumed in the friendly settlement agreement, among other elements³.

15. In attention to the two years that have elapsed since the signing of the friendly settlement agreement, which is a petition filed 13 years ago on June 6, 2007, and that there is a high level of compliance with the friendly settlement agreement by the State, it is up to determine the course of action in this matter and

² Vienna Convention on the Law of Treaties, U.N. Doc A / CONF.39 / 27 (1909), Article 2: "**Pacta sunt servanda**". *Every treaty in force binds the parties and must be carried out by them in good faith.*

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

assess the viability of the approval of the agreement in light of the objective criteria established by the Commission in Resolution 3/20.

16. Regarding the content of the text of the agreement, it is observed that, jointly, the parties indicated in the text of the FSA:

"[a]ccording to Article 48 of the Rules of Procedure of the Inter-American Commission on Human Rights," THE PARTIES "request the" IACHR "to supervise this Agreement. In turn, by 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 Session Period following the signing of this Agreement."

17. In this sense, it is concluded that, according to the provisions of clause eight of the agreement, the will of the parties at the time of signing the agreement was to proceed with its immediate approval.

18. Regarding the nature of the measures, it should be noted that the agreement includes instant enforcement clauses such as the performance of an act of acknowledgment of responsibility and its dissemination, the unveiling of a plaque and bust in memory of the victim, and the payment of financial compensation. Likewise, the inclusion of successive execution clauses such as training on pediatric medical care and human rights, the granting of educational scholarships, and health care for the beneficiaries of the friendly settlement agreement are observed.

19. Regarding the degree of compliance with the agreement, the Commission assesses the progress made about each of the clauses of the agreement.

20. The Inter-American Commission values the second declaratory clause, which recognizes the international responsibility of the Mexican State for the violation of the rights enshrined in Articles 4 (right to life), 5 (right to personal integrity), and 19 (rights of the child), of the American Convention on Human Rights. Likewise, the Commission values declaratory clause 3.1, in which the parties recognize the obligation of the Mexican State to repair Ismael Mondragón's immediate family fully.

21. Regarding clauses 3.2.1 and 3.2.2, referring to health measures, on August 21, 2019, the State provided a certified copy of the study carried out to Mrs. Elizabeth Molina, as well as documentation on the latest appointments of external consultation of the beneficiary in the General Hospital of the State of Sonora. On the other hand, regarding the request for medical attention in Mexico City made by Leslie Michelle Mondragón Molina, the State indicated that, despite various communications, the attention could not be made since the Ministry of Health of Mexico City has indicated that it requires verifying that the beneficiary already has an address in this city to begin her care. The petitioner did not submit observations and did not provide the requested data.

22. On December 16, 2019, the State indicated that the health route was established for all the beneficiaries of the agreement. Considering the place of residence of each one of them, reiterating the information provided in its report dated October 29, 2018, through which he presented in detail the health route designed for the care of all beneficiaries of this measure as stipulated in the FSA. Likewise, the State confirmed that all the beneficiaries were included in the Popular Insurance and that medical and psychological health services were guaranteed as a priority, accessible, quality, free and with due consideration to the circumstances and particular needs of the case, to protect, promote and restore the health of the beneficiaries with a differential approach, social inclusion and with a rights perspective. In particular, the State reported that the care provided to Leslie Michelle Mondragón Molina had been ensured through the recent proceedings of the Executive Commission for the Care of Victims [CEAV *in Spanish*], guaranteeing her care in the network of hospitals in Mexico City, with a differential and specialized approach. Specifically, the beneficiary has been referred to different specialists in endocrinology and psychology.

23. On the other hand, the petitioner, in his communication dated December 21, 2018, indicated that he would have not been able to obtain the required health care and stated that he would have sent some

videos and audio recordings as support. Later on January 3, 2020, another communication was received from Leslie Mondragón in which two-screen impressions of a WhatsApp chat are observed, presumably from communication between Leslie Mondragón and SEGOB officials. However, in both cases, given that no document was attached describing the scope of the conversations, nor the people involved, nor the date and place where these conversations would have occurred, it is not possible to specify the context of them or validate them as support for the lack of compliance with the rehabilitation measure related to the definition of a health care route.

24. Based on the previous, the Commission considers clause 3.2.2 on enrollment in popular insurance to be fully complied with and so it declares it. About clause 3.2.1 on health care derived from the health route, the Commission considers that it is partially fulfilled and so it declares it. The Commission urges the petitioner to indicate, clearly and precisely, what are the specific challenges in the access to the health service, for which the State has not been able to advance in full compliance with the agreed health route.

25. Regarding clause 3.3 on the granting of educational scholarships to Edgar Mondragón Bustamante, Edgar Eduardo Mondragón Molina, and Leslie Michelle Mondragón Molina, as established in the agreement, the State must provide the scholarships while exhausting academic, disciplinary and/or administrative requirements for this purpose. In this regard, the petitioner pledged to provide the State with detailed information on the educational interests of the beneficiaries of this measure, so that it, in turn, the State could identify the offer available to meet the specific needs of the beneficiaries. On May 6, 2019, the State indicated that it would only have received information from Mrs. Elizabeth Molina regarding her interest in pursuing studies on a facial and body aesthetics course, which was disclosed to the Government of Sonora to identify possible academic offers that satisfy Mrs. Molina's request, according to her place of residence. In the absence of information from the petitioner, on July 11, 2019, the Mexican State presented a list of educational institutions and their offer of academic programs so that the beneficiaries could define which of them would best suit their interests. Said information was forwarded to the petitioners without their request being stated.

26. In December 2019, the State indicated that, through the Sonora State University, it granted an educational scholarship to Edgar Eduardo Mondragón Molina. Likewise, it provided the supporting documents in which the awarding of the scholarship appears. Given that the beneficiaries have not submitted any other request or proposal regarding the granting of educational scholarships, the Mexican State indicated that it is materially and formally impossible to continue with the awarding of scholarships if the indirect victims do not send information to the authorities concerning the school in which they wish to continue their studies and the related school programs, and that the process may be completed once the indirect victims submit the information necessary for this purpose.

27. On the other hand, on December 21, 2018, the petitioner stated that only one check would have been delivered to Edgar Eduardo Mondragón Molina by the State for \$ [...] Mexican pesos for education, for which he considered that the measure would not have been complied with, but did not provide the information requested by the State to continue providing the scholarships.

28. Taking into consideration the information elements provided by the parties and the content of the FSA that indicates the release of the Mexican State from the obligation related to this part of the FSA if, for reasons attributable to the beneficiaries, the operational requirements of the Trust for the fulfillment of the measure are not met, as well as that established in clause 6.2 of the agreement on anticipated satisfaction or breach of obligations, the Commission considers that this part of the agreement is fully complied and so it declares it⁴.

29. Regarding clauses 3.4 and 3.4.1 on the act of recognition and its dissemination, and 3.5 on the unveiling of a plaque and a bust in memory of the Mondragón child, the State indicated on May 6, 2019, that it had convene Mr. Edgar Mondragón Bustamante to different meetings to define the particularities of the implementation of these measures on the dates October 18 and December 20, 2018, and January 14, 2019. The

⁴ In this regard, see IACHR, Report No. Report No. 2/20, Case 12.915. Friendly Settlement. Ángel Díaz Cruz and others. Mexico. February 24, 2020.

State indicated that Mr. Mondragón did not attend the meetings summoned. In its report, the State emphasized that Mr. Mondragón had been informed in due course of the procedures to obtain even the necessary financial support for his transfer to the meeting place before the Executive Commission for Attention to Victims. Likewise, the State reported that the Director-General of the Legal Affairs Unit of the Sonora Services had a conversation with one of Mr. Edgar Mondragón's sons in which he stated that Mr. Mondragón was already in contact with the sculptor and that the sketch would be to his liking. Regarding the text of the plaque to be placed on the bust, the State reported that it had sent a proposal by email to Mr. Edgar Mondragón and his representative, and would be awaiting both their observations and their express approval of the sketch of the bust to start its preparation.

30. Furthermore, the State provided a copy of the minutes of the bilateral meeting held with the petitioner on June 7, 2019, which included a request by Mr. Edgar Mondragón to postpone the planning, organization, and execution of the act of public apology and acknowledgment of responsibility until exhausting the resources of justice and truth before Mexican State institutions. In the same document, it was indicated that this measure is not included in the FSA of March 14, 2018. However, the State, in good faith, to advance in the implementation of the agreed commitments, stated that it could request information from the authorities to know the progress made in the criminal proceedings followed to determine responsibilities for the death of the minor Ismael Mondragón Molina.

31. In this sense, the State reiterated in June and December 2019 that, despite not being provided for in the agreement, it consulted the Attorney General of the state of Sonora, regarding investigation 369/2005, and on the status of the file returned to the Second Collegiate Court. From the information provided by the State, it appears that three people were convicted of the events that occurred, and two people were acquitted. In this regard, the State has reiterated that the impossibility of advancing in the public act of acknowledgment of responsibility and apology persists due to the request by Mr. Edgar Mondragón to make this measure subject to the exhaustion of judicial remedies that exceed the content of the FSA.

32. On July 5, 2019, the petitioners indicated that there would have been no progress about the commitments established in the bilateral meeting of June 7, 2019. However, they did not present any support for their affirmation.

33. On January 24, 2020, in the framework of a bilateral meeting facilitated by Commissioner Esmeralda Arosemena de Troitiño, the petitioner confirmed that Mr. Mondragón had already selected the bust and had directly confirmed his approval to the sculptor, therefore that Commissioner Arosemena requested that these approvals be forwarded to the IACHR, so that the disbursement of the expenses involved in the measure could be arranged with the State, and a deadline of January 30, 2020, was set for the petitioner to provide said information without been received to date. It is also to be noted that the Commission made multiple requests and reminders to the petitioner by email and in telephone conversations without obtaining the requested information.

34. Based on the preceding, the Commission considers that the measures established in points 3.4 and 3.4.1 on the act of recognition and its dissemination, and 3.5. on the unveiling of a plaque and a bust in memory of the child Mondragón, are pending compliance for causes not attributable to the Mexican State, and so it declares it.

35. Likewise, the Commission declares that the actions carried out in matters of justice and investigations are not provided for in the friendly settlement agreement signed. At the same time, a note is taken of the minutes of the bilateral working meeting between the parties held on June 7, 2019, in which the State undertook to carry out the pertinent consultations on the investigation, but, it is noted that said minutes do not have the quality of the addendum, amending the act of understanding or interpretation of the FSA and that its content is framed within the tools used to facilitate and promote compliance with the FSA signed by the parties, through short-term working routes, which allow advance within the different phases of the friendly settlement process, but do not constitute an express agreement of the parties to modify the content of the FSA. Therefore, the implementation of the measures established in these ends of the agreement cannot be subject

to additional measures of justice that were not included in the original agreement, nor could they be monitored by the Commission.

36. Commissioner Arosemena informed the representative of the petitioner and Mr. Mondragón at the aforementioned bilateral meeting of January 24, 2020, about the fact that the justice measures are not part of the scope of the friendly settlement agreement, without the petitioner expressing his interest in continuing with the contentious processing of the case to pursue measures in the matter of justice.

37. Regarding clause 3.6 on training courses, on July 11, 2019, the State reported that five medical training sessions were held for personnel assigned to the Children's Hospital of the State of Sonora, also delivered a copy of the lists of attendance, schedule, and contents of the program. The petitioner did not present observations on the implementation of this measure. Based on the information and supports available, this point of the agreement, the Commission considers this part of the agreement is fully complied with and so it declares it.

38. Regarding clauses 3.7 to 3.9 on the payment of economic compensation, on May 6, 2019, the State indicated that on April 13, 2018, the payment was disbursed for the benefit of Mr. Edgar Mondragón Bustamante and his family, by way of compensatory compensation, in the amount of \$ [...] ⁵ and provided a copy of the checks with the receipt from each of the beneficiaries of the measure. On September 17, 2018, Mr. Edgar Mondragón Bustamante confirmed that the State had fully paid the compensatory compensation established in the FSA. Therefore, the Commission considers that this part of the FSA is fully complied with and so it declares it.

39. Regarding clause 3.10 on the commitment to manage a productive project in favor of the beneficiaries, none of the parties has provided information, so the Commission considers that this part of the FSA is still pending for compliance and so it declares it.

40. Finally, the Commission considers that the rest of the content of the agreement is declarative in nature, and therefore it is not up to exercise its supervision, and so it declares it.

41. On the other hand, regarding the will of the parties in the agreement or a subsequent written communication; it is to be noted that, since the signing of the agreement, the Mexican State has consistently submitted five reports on progress in the implementation of the measures agreed upon in the FSA, namely: on October 29, 2018, on May 6, July 11, August 21 and December 16, 2019. For its part, the petitioner has responded in a general way and without giving details about its disagreement or the State's non-compliance on December 21, 2018, July 5 and November 13 2019. In this regard, it is observed that there is a disagreement between the petitioner and the Mexican State, regarding the compliance and scope of the measures agreed upon in the FSA, as well as the course of action of the friendly settlement and the eventual homologation of the FSA by the IACHR. The Mexican State has requested the approval of the agreement, and the petitioner, having requested initially the closure of the friendly settlement procedure on November 12, 2019, in the framework of the aforementioned bilateral meeting of January 24, 2020, requested the maintenance of said instance.

42. Regarding the adequacy of the agreement with the standards on human rights, it is observed that the content of the FSA is consistent with the standards on human rights, since elements consistent with comprehensive reparation were integrated as measures of satisfaction, health, and social rehabilitation, economic compensation, and non-repetition, which are considered appropriate within the factual scenario of the particular case, and according to the various pronouncements of the IACHR and the jurisprudence of the Inter-American Court of Human Rights in the matter of reparations for victims of human rights violations.

43. Regarding the State's will to comply with the FSA, the Commission considers that, according to the technical analysis of the case, the matter has been in the negotiation phase since December 5, 2016. Within three years, the parties reached an agreement with substantial execution, which does not violate the

⁵ Amount was set by the parties based on the jurisprudence of the Inter-American System for the Protection of Human Rights taking as a reference the cases of *Ximena Lopes Vs. Brazil*, *Vera Vera Vs. Ecuador* and *Suárez Peralta Vs. Ecuador*. The parties requested the reservation of said compensation amounts by the Commission.

principle of speediness that governs alternative dispute resolution mechanisms and the characteristic of agility that a friendly settlement must have. At the same time, it is observed that, concerning the measures in which the State has not yet achieved full compliance, there is a lack of cooperation on the part of the petitioner to provide information promptly, in response to requests for information and meetings from the State and against the direct and reiterated requirements of the Commission.

44. Additionally, the Commission acknowledges that the Mexican State has shown its good faith to continue advancing in the execution of the agreement. In that sense, on July 11, 2019, it reported the additional amounts granted to direct victims by the total sum of [...] intending to defray their transportation, food and lodging expenses to the different places where the FSA implementation working meetings were held. Accounting for the coverage of a total of 19 transfers for Mr. Edgar Mondragón Bustamante, 5 for Mrs. Elizabeth Molina Hernández, 5 for young Leslie Michelle Mondragón Molina, and 4 for young Edgar Eduardo Mondragón Molina. Including their international transfer to the city of Kingston, Jamaica to participate in the working meeting held within the framework of the 173rd Session of the IACHR.

45. Likewise, the State indicated that, in addition to the provisions for financial compensation in the FSA, on June 30, 2017, the CEAV declared itself competent to analyze the case in a subsidiary and complementary way to the compensation covered by the Mexican State as part of the FSA. In that sense, authorized the access of Mr. Edgar Mondragón Bustamante and his family to the Fund for Aid, Assistance, and Comprehensive Reparation [*“FAARI” in Spanish*]⁶. After the analysis carried out by specialized doctors and psychologists about the circumstances in which the next of kin of the alleged victim are, the CEAV decided to grant them the additional sum of [...], charged to the Fund for Aid, Assistance and Comprehensive Reparation of the CEAV. For the concepts of (i) moral damage to the direct victim, (ii) compensation for the damages caused, (iii) moral damage to indirect victims, (iv) property damage resulting from the violation of human rights, (v) Expenses and costs of the private legal adviser, and (vi) Expenses for transportation, accommodation, communication or food.

46. About the subsidiary compensation granted by the CEAV, on October 18, 2018, the Executive Commissioner for Attention to Victims determined to stop the granting of aid measures consisting of accommodation and food to Elizabeth Molina Hernández, Leslie Michelle Mondragón Molina and Edgar Eduardo Mondragón Molina. Therefore, the representative of the victims promoted an indirect *Amparo* trial that was filed under number 1540/2018, before the Twelfth District Court in Administrative Matters, in Mexico City. On November 27, 2018, the resolution issued by the Executive Commissioner was suspended. In this regard, the Commission was informed informally of the decision of the resolution issued by the Fifth Collegiate Court on Administrative Matters of the First Circuit on October 30, 2019, through which the appeal for *Amparo* filed by Mr. Edgar Mondragón Bustamante was resolved. In it, the Executive Commissioner of Attention to Victims is ordered to declare the resolution of October 18, 2018, unsubstantiated and:

(1) Issue a new resolution in which it *“Carries out the full analysis of the compensation measures established in Article 64 of the General Victims Law*, verifying that the compensation measures that have been the subject of analysis in the Friendly Settlement Agreement, dated March fourteen, two thousand and eighteen, and which are considered for the determination of the subsidiary compensation, have been complied with and thus be able to consider them when issuing the corresponding resolution, ... (2) *Omit to order the cancellation of the complainers in the Federal Register of Victims...*”.

47. It should be noted that, in the decision of the court above, it was requested to analyze whether the FSA is duly validated and approved by the IACHR.⁷ In this regard, the Inter-American Commission observes that the adoption of the subsidiary compensation measures adopted and subsequently suspended by the Executive Commissioner for Attention to Victims, while being a sign of the good faith of the State to repair the Mondragón family, having been suspended, its execution would require a pronouncement from the IACHR on

⁶ The procedure carried out by the provisions of article 152 of the General Victims Law, which stipulates that the existence of the FAARI is independent of the existence of other mechanisms that support the victim, and the compensation will be complementary to avoid duplication.

⁷ R.A. 85/2019. Fifth Collegiate Court on Administrative Matters of the First Circuit. October 30, 2019. Page 3.

the degree of compliance with the measures of the agreement so that the CEAV can assess the relevance of said additional disbursements.

48. For the above reasons, the IACHR considers that clauses 3.3 (granting of educational scholarships) 3.7, 3.8, and 3.9 (Financial reparation), 3.2.1 (Incorporation to the Popular Insurance), and 3.6 (training courses) have fully complied with and so it declares it.

49. On the other hand, regarding clause 3.2.2 (health route), the Commission considers that it is partially fulfilled and so it declares it.

50. Regarding clauses 3.4 and 3.4.1 (the act of recognition and dissemination), 3.5 (unveiling of a plaque and a bust in memory of the Mondragón child) and 3.10 (productive project), the Commission considers that they are pending compliance and so it declares it.

V. CONCLUSIONS

1. Based on the preceding considerations, and by the procedure established 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 solution friendly in the instant case, founded on respect for human rights, and compatible with the object and purpose of the American Convention.

2. By the considerations and conclusions outlined in this report,

THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS

DECIDES TO:

1. To approve the terms of the agreement signed by the parties on March 14, 2018.
2. Declare full compliance with clauses 3.3 (granting of educational scholarships). 3.7, 3.8, and 3.9 (Economic reparation), 3.2.1 (Incorporation to the Popular Insurance), and 3.6 (training courses), of the friendly settlement agreement, according to the analysis of this report.
3. Declare partial compliance with clause 3.2.2 (health route), according to the analysis of this report.
4. Declare pending of compliance 3.4 and 3.4.1 (the act of recognition and its dissemination), 3.5 (unveiling of a plaque and a bust in memory of the child Mondragón) and 3.10 (productive project), according to the analysis of this report.
5. Continue with the supervision of clauses 3.2.2 (health route), 3.4 and 3.4.1 (the act of recognition and its dissemination), 3.5 (unveiling of a plaque and a bust in memory of the child Mondragón) and 3.10 (productive project), from the friendly settlement agreement until their full compliance according to the analysis contained in this report. To this end, reminds the parties of their commitment to inform the IACHR of their compliance periodically.
6. 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 the 9th day of the June of 2020. (Signed): Antonia Urrejola, First Vice President; Flávia Piovesan; Second Vice President Margarette May Macaulay, Esmeralda E. Arosemena Bernal de Troitiño and Julissa Mantilla Falcón, Members of the Commission.