

REPORT No. 208/21
CASE 12.610
FRIENDLY SETTLEMENT
FAUSTINO JIMÉNEZ ÁLVAREZ
MEXICO¹
SEPTEMBER 17, 2021

I. SUMMARY AND RELEVANT PROCEEDINGS OF THE FRIENDLY SETTLEMENT PROCESS

1. On April 25, 2002, the Inter-American Commission on Human Rights (hereinafter “the Commission or “IACHR”) received a petition lodged by Acción de los Cristianos para la Abolición de la Tortura (ACAT); el Centro Regional de Defensa de los Derechos Humanos “José María Morelos y Pavón, A. C” and the Center for Justice and International Law (CEJIL) (hereinafter “the petitioners”), claiming the international responsibility of the United Mexican States (hereinafter “State,” “Mexican State” or “Mexico”), for the alleged forced disappearance of Faustino Jiménez Álvarez (hereinafter “the victim”) and the subsequent failure to investigate and make reparations, in violation of the rights established in Articles 4 (right to life), 5 (humane treatment), 7 (personal liberty), 8 (right to a fair trial), and 25 (judicial protection), in connection with Article 1.1 of the American Convention on Human rights (hereinafter the “Convention” or “American Convention”). The petitioners further alleged the violation of the rights enshrined in Article XI (obligation to maintain detainees in an officially recognized place of detention) of the Inter-American Convention on Forced Disappearance of Persons (hereinafter the “Convention on Disappearance”) and of Article 1 (obligation to prevent and punish torture), as well as Article 6 (obligation to take measures to prevent and punish torture), and Article 8 (obligation to afford due process rights to those who report having been tortured) of the Inter-American Convention to Prevent and Punish Torture (hereinafter “the Convention against Torture”). Subsequently, the Center for Human Rights Agustín Pro-Juárez A.C. (PRODH Center) [*Centro de Derechos Humanos Miguel Agustín Pro-Juárez A.C. or Centro PRODEH in Spanish*] became a petitioner in the case. On November 30, 2019, the Commission was apprised that CEJIL had withdrawn from its role as representative in the context of the case and PRODH Center became the sole petitioner therein.

2. On April 8, 2007, the IACHR released its Report on Admissibility No. 31/07 finding the case admissible in relation to Articles 4 (right to life), 5 (humane treatment), 7 (personal liberty), 8 (fair trial rights), and 25 (judicial protection), in connection with Article 1.1 of the American Convention on Human Rights (hereinafter “the Convention” or “American Convention”), as well as Article 1 (obligation to prevent and punish torture), Article 6 (obligation to take measures to prevent and punish torture), and Article 8 (obligation to afford due process rights to those who report having been tortured) of the Inter-American Convention to Prevent and Punish Torture and Article I (State’s commitments against the forced disappearance of persons), Article III (obligation to criminalize and punish forced disappearance of persons) and Article XI (obligation to hold persons deprived of liberty in an officially recognized place of detention) of the Inter-American Convention on the Forced Disappearance of Persons.

3. On May 25, 2007, the petitioners communicated to the Commission their willingness to reach a friendly settlement and reiterated the same intention on August 19, 2008, in a communication to the Mexican State proposing a framework to reach a friendly settlement, which was achieved on September 27, 2012, with the signing of a friendly settlement agreement (FSA) in the city of Acapulco.

4. On March 26, 2021, in the context of a working meeting facilitated by the Commission, the parties agreed on a road map towards the approval of the friendly settlement agreement. Then, on June 10, 2021, they signed a memorandum of understanding reporting progress in compliance with the friendly settlement agreement and the consensus-based roadmap, and jointly requested the Commission’s approval.

¹ Commissioner Joel Hernández, a Mexican national, did not take part in the discussion and decision-making of the instant case, pursuant to Article 17.2.a) of the IACHR Rules of Procedure.

5. In this friendly settlement report, as established by article 49 of the Convention and article 40.5 of the Commission's Rules of Procedure, a summary of the alleged facts presented by the petitioners is made and the friendly settlement agreement, signed on September 27, 2021, by the petitioners and representatives of the State is transcribed. Likewise, the agreement signed by the parties is approved and the publication of this report in the IACHR's Annual Report to the General Assembly of the Organization of the American States is agreed.

II. ALLEGED FACTS

6. On June 17, 2001, while at his home in Guerrero, Mr. Faustino Jiménez Álvarez was illegally deprived of his liberty by police agents of that state, who arrived in 6 pick-up trucks with the logo of the Police Department of the State of Guerrero on the vehicles. Mr. Jiménez Álvarez was sleeping with his wife when the agents broke into his home displaying weapons and without any judicial warrant. Shortly after the detention, Mr. Jiménez Álvarez's wife and sister went to inquire of his whereabouts at the offices of the Judicial Police, but they were told that the raid had been conducted by other Acapulco-based agents.

7. The victim's next of kin went to the Office of the State Attorney General as well as to several Judicial Police stations of the state of Guerrero to ascertain the whereabouts of Faustino Jiménez Álvarez, and they were informed that he was not being held in custody at these stations. The petitioners contend that a former judicial police agent testified to the State Human Rights Commission [*Comisión Ejecutiva de Derechos Humanos -CEDH- in Spanish*] that the Judicial Police chief and other officers were involved in the forced disappearance of Mr. Jiménez Álvarez. Furthermore, as alleged in the petition, another former agent had told the petitioners in October 2001 that Mr. Faustino Jiménez was still alive in a clandestine jail.

8. In January 2002, Mrs. Enedina Cervantes Salgado, the victim's wife, allegedly received an anonymous call from a person who told her that her husband was still alive and was being tortured at a ranch belonging to the brother of a senior Judicial Police officer of Guerrero.

9. According to the petitioners, on June 21, 2001, Mrs. Enedina Cervantes filed a *writ of amparo* for incommunicado deprivation of liberty with the Sixth District Judge of the State of Guerrero on behalf of Faustino against the acts of the Attorney General of that State, which was processed under the number 600/2001. In this regard, as reported by the petitioners, the Judge ruled he did not have jurisdiction and forwarded the case file to the First District Judge, who on June 28, 2001, processed the case under the number 542/2001. On that same date, that judge suspended the proceedings on the grounds that Mr. Jiménez Álvarez might be subjected to treatment that is prohibited under Article 22 of the Constitution of the United Mexican States and ordered Enedina Cervantes to report on the legal status of Mr. Jiménez Álvarez. The petitioners replied that she was unable to do so in as much as his whereabouts were unknown. The petitioners believed that the remedy of the *amparo* proceeding had already been exhausted and had not yielded any positive results as to finding the whereabouts of Mr. Jiménez Álvarez.

10. The petitioners claimed that on June 26, 2001, Enedina Cervantes Salgado filed a complaint with the Human Rights Defense Commission of the State of Guerrero for the forced disappearance of Faustino Jiménez Álvarez, which was processed under the number VG-167/2001/IV. On March 14, 2002, this institution issued recommendation 19/2002 urging the Attorney General of the State of Guerrero to issue instructions for the punishment of 20 officers allegedly responsible for the disappearance of Mr. Faustino Jiménez Álvarez. Additionally, on July 3 and 4, 2001, Mrs. Enedina Cervantes Salgado filed a *habeas corpus* petition with the Third Trial Court Judge for Criminal Matters of the Judicial District of Los Bravos and with the Sixth Trial Court Judge for Criminal Matters of the Judicial District of Tabares. Consequently, the cells of the Office of the Attorney General were searched and Mr. Faustino Jiménez Álvarez was not found in either location.

11. The petitioners contended that, on July 2, 2001, Enedina Cervantes Salgado filed a complaint with the Office of the Public Prosecutor of the local jurisdiction in the Judicial District "Los Bravos" for the illegal detention and disappearance of Mr. Faustino Jiménez Álvarez, which was processed under preliminary investigation number BRA/ SC/05/1162/2001. On November 8, 2001, the presiding judge in the criminal case issued a warrant for the arrest of two individuals. According to the petitioners, even though one of the

individuals was apprehended and convicted to 45 years in prison for the illegal deprivation of liberty of Faustino Jiménez, in early April 2004, the defense appealed his sentence, and the Superior Court of Appeals amended the prior verdict and remanded the case for pending procedural formalities. Once these issues were resolved, a new sentence was handed down and was appealed again by the defense. After the third appeal, on June 29, 2006, the First Chamber for Criminal Matters of the Superior Appeals Court of Justice amended the previous sentences and reduced the punishment to 35 years of prison and a fine of \$ 46,605.00 pesos, acquitting the convict of payment of pecuniary and non-pecuniary reparation. In relation to the second individual who was charged, the arrest warrant was not executed and, therefore, the investigation would still be open. In short, the petitioners believe that the remedies pursued by them were not effective in determining the whereabouts of the victim and punishing those responsible for the forced disappearance of Mr. Jimenez.

12. The IACHR received a request for precautionary measures on behalf of Faustino Jiménez Álvarez on July 12, 2001, which was granted on July 13, 2001.

III. FRIENDLY SETTLEMENT

13. On September 27, 2012, the parties held a working meeting in Mexico, facilitated by the Commission. In the context of this meeting, the parties signed a friendly settlement agreement. The text of the friendly settlement agreement submitted to the IACHR on October 18, 2012, is included below:

FRIENDLY SETTLEMENT AGREEMENT

Case 12.610 Faustino Jiménez Álvarez

Friendly settlement agreement of case 12.610 Faustino Jiménez Álvarez, in process before the Inter-American Commission on Human Rights (IACHR), entering into the agreement, as one party, representing the Mexican State, Lic. Max Alberto Diener Sala, Under Secretary for Legal Affairs and Human Rights and Lic. Omeheira López Reyna, Head of the Unit for the Promotion and Defense of Human Rights of the Secretariat of Government (SEGOB), Ambassador Alejandro Negrín Muñoz, Director General for Human Rights and Democracy of the Secretariat of Foreign Affairs (SRE) and Lic. Iñaky Blanco Cabrera, Under Secretary for Legal Affairs and Human Rights of the General Secretariat of the Government of the Free and Sovereign State of Guerrero; and as the other party, Citizen Enedina Cervantes Salgado, who appears on her own behalf representing her children Julieta and Ricardo, both with the surnames Jiménez Cervantes; as well as Lic. José Rosario Marroquín, Director of the Center for Human Rights Agustín Pro-Juarez A.C. (PRODH Center) representing that organization and representing the Center for Justice and International Law (CEJIL).

I. OBJECT

The object of this document is to lay out the foundation for the friendly settlement of case 12.610 Faustino Jiménez Álvarez, in process before the IACHR, based on the recognition of international responsibility of the Mexican State for the facts reflected in Admissibility Report No. 31/07, approved by the IACHR on April 8, 2007, as well as to agree on the measures of reparation for damages, and how these measures will be implemented and monitored.

II. DEFINITIONS

For the purposes of this document, the terms listed hereunder will be understood as follows:

Agreement: The commitment set forth in this document drawn up by the parties involved, as the basis for the friendly settlement of case 12.610 Faustino Jiménez Álvarez, in process before the Inter-American Commission on Human Rights.

IACHR or COMMISSION: The Inter-American Commission on Human Rights.

Victims: Faustino Jiménez Álvarez, Enedina Cervantes Salgado, Julieta Jiménez Cervantes and Ricardo Jiménez Cervantes.

Beneficiaries: Enedina Cervantes Salgado, Julieta Jiménez Cervantes and Ricardo Jiménez Cervantes.

Petitioners: Center for Human Rights Agustin Pro-Juarez A.C. (PRODH Center), and Center for Justice and International Law (CEJIL).

State, Mexican State, or Mexico: The United Mexican States, represented in this act by the Federal Government and the Government of the Free and Sovereign State of Guerrero.

Parties: The Mexican State, Mrs. Enedina Cervantes Salgado in her capacity as victim, the beneficiaries and the petitioners.

Pecuniary damage: Damage caused by the loss of or detriment to the victim's income (lost wages) and expenses incurred as a result of acts violating their human rights (consequential damages), as well as consequences of a pecuniary nature, which have a causal connection to the facts of the case.

Non-pecuniary damage: Harmful effects of the facts of the case that are not of an economic or proprietary nature and encompass both suffering, such as affliction caused to the victims, detriment to values that are significant to the victims, as well as disruptions of a non-pecuniary nature to the living conditions of the victims.

Measures of satisfaction: Acknowledgement of the facts and acts of apology to the victims.

Guarantees of non-repetition: Actions taken by the Mexican State to prevent events such as those that happened in this case from happening again, including, adopting measures of domestic law linked to the promotion and respect for human rights.

III. JURISDICTION OF THE INTER-AMERICAN HUMAN RIGHTS SYSTEM

FIRST. – Mexico has been a State Party to the American Convention on Human Rights (ACHR) since March 24, 1981, and recognized the contentious jurisdiction of the Inter-American Court of Human Rights (IA Court of HR) on December 16, 1998. Additionally, Mexico ratified the Inter-American Convention on the Forced Disappearance of Persons (IACFDP) on April 9, 2002, and the Inter-American Convention to Prevent and Punish Torture (IACPPT) on November 2, 1987.

SECOND. – The IACHR is a principal and autonomous organ of the Organization of American States whose mandate emanates from the Charter of the Organization of American States and the American Convention on Human Rights.

THIRD. – The main function of the IACHR is to promote the observance and defense of human rights and, in so doing, hear matters relating to compliance with the commitments contracted by the States Party to the American Convention on Human Rights.

FOURTH. – The legal basis for this Agreement is Article 33, 41 (f), 48.1.f, 49, of the ACHR and Article 40 of the IACHR's Rules of Procedure, which prescribe the jurisdiction of that international body to hear matters linked to compliance with the international obligations recognized therein, as well as the power of that Inter-American body to follow up on the matters before it in which the parties have determined to reach a friendly settlement.

IV. CASE PROCEEDINGS BEFORE THE INTER-AMERICAN HUMAN RIGHTS SYSTEM

FIRST. – On April 25, 2002, the IACHR received a petition alleging the international responsibility of the Mexican State for the forced disappearance of Faustino Jiménez Álvarez and subsequent failure to investigate and make reparations for the crimes.

SECOND.- On April 8, 2007, in the context of its 127th Session, the IACHR approved Admissibility Report No. 31/07, and thus declared admissible the petition regarding the forced disappearance of Faustino Jiménez Álvarez, registering it under the case number 12.610, and informed the parties that it would begin its examination regarding the violation of the rights and obligations enshrined in Articles 2, 4, 7, 5, 8 and 25 of the American Convention on Human Rights, all in connection with the obligation to respect rights set forth in Article 1.1 of the Convention, as well as Articles 1, 6 and 8 of the Inter-American Convention to Prevent and Punish Torture and Articles I, III and XI of the Inter-American Convention on the Forced Disappearance of Persons. On May 25, 2007, the petitioners sent a communication to the IACHR expressing their willingness to enter into a friendly settlement agreement, and reiterated this on August 19, 2008, in a proposed framework to reach a friendly settlement which was forwarded to the State.

THIRD. – On September 27, 2011, at a working meeting convened by Commissioner Rodrigo Escobar, Rapporteur for Mexico, the Mexican State expressed its willingness to reach a friendly settlement agreement, as well as to forge a consensus with the representatives of the Jiménez Cervantes family on the terms of this agreement.

FOURTH. – Consequently, senior officials of the state of Guerrero and the federal government, jointly, began a process of dialogue to outline the friendly settlement, the elements of which are reflected in this Agreement.

V. ACKNOWLEDGMENT OF INTERNATIONAL RESPONSIBILITY

FIRST. – The State accepts its international responsibility for the facts established in Admissibility Report No. 31/07 of the IACHR and expresses its willingness to submit the matter to a friendly settlement process.

SECOND. – Consequently, this agreement stands, in itself, as acknowledgement of the international responsibility of the State in case 12.610 Faustino Jiménez Álvarez.

THIRD.- Both parties recognize, in accordance with the findings of the Working Group on Enforced or Involuntary Disappearances (WGEID),² that new protective legislation should provide an adequate response to the particular characteristics of the phenomenon of the forced disappearance of persons, provide for a broad concept of a victim, ensure an active role of the trier of fact and not establish burdensome requirements on the complainants, such as identification of the place of detention, the determination of the responsible authority and granting of an *amparo* claim by the direct victim.

FOURTH.- The parties acknowledge the need to amend Article 215-A of the Federal Criminal Code to bring it in line with the standards set by the IACHR, so it is consistent with the decision on compliance monitoring as issued by the IA Court of HR in the case of Radilla Pacheco v.

² Document titled “The working group concludes its visit to Mexico,” dated March 31, 2011. The Working Group on Enforced or Involuntary Disappearances, made up of independent experts from all regions of the world, was established by the United Nations Commission on Human Rights in 1980 to help the relatives of disappeared persons ascertain their whereabouts or the fate they have met. The Working Group acts as a line of communication between the families and governments involved in order to ensure that individual cases are investigated to ascertain the whereabouts of individuals who, after disappearing, are unprotected by the law. The Working Group continues to deal with cases of disappearances until they are solved. Additionally, the Working Group provides assistance to States in enforcing the United Nations Declaration on the Protection of All Persons against Enforced Disappearances.

Mexico, of May 19, 2011³ and the appropriateness that the Congress of the Union and the Congress of the State of Guerrero, within the scope of their remit, open the debate about an adequate and effective legal framework for the prevention, investigation and punishment of forced disappearance.

VI. FACTUAL BASIS OF THE AGREEMENT

SINGLE. – The parties agree that the events comprising the factual basis for the Agreement and, therefore, for the acknowledgement of the responsibility of the Mexican State, are set forth in Report on Admissibility No. 31/07 of the IACHR, specifically, in paragraphs 8 to 18, 20 to 26 and 43 thereof.

VII. DECLARATIONS OF THE MEXICAN STATE

FIRST. – The State expresses its broadest and absolute commitment to compliance with, respect for and promotion of human rights.

SECOND. – Pursuant to Article 48.f of the American Convention on Human Rights, as well as Article 40 of the IACHR Rules of Procedure, the Mexican State and, specifically, the Government of the State of Guerrero, express their absolute willingness to settle this matter by means of a friendly procedure and scrupulously comply with each of the items of this Agreement.

THIRD. – The State undertakes to abide by the agreement with strict adherence to its international obligations and under an arrangement that fosters dialogue and the involvement of the victims and petitioners of the case in the actions undertaken for those purposes.

DECLARATIONS OF THE SECRETARIAT OF GOVERNMENT

FIRST. – Its representatives affirm that, pursuant to Articles 1, 26 and 27, subsections XII and XIII of the Organic Law of Federal Public Administration, the Secretariat of Government [*SEGOB in Spanish*] is an agency of the Executive Branch of the Union, whose purview is, among other things, to conduct the domestic policy of the Federal Executive that is not expressly attributed to another agency; as well as to oversee compliance with the provisions of the Constitution by the authorities of the country, especially, as it pertains to individual guarantees and order the necessary administrative measures for this purpose.

SECOND. – That the Under Secretary for Legal Affairs and Human Rights, Lic. Max Alberto Diener Sala, in accordance with Article 2, section A, subsection III and Article 6, subsection XII of the Internal Rules of the Secretariat of Government, has the legal authority, among other ones, to sign documents relating to the exercise of its powers.

³ Pursuant to this decision, "the Commission stated that it valued 'the legislative initiative of the State and consider[ed] that it [was] a step forward in the process of achieving compliance.' In particular, it considered that the inclusion of elements such [as] the refusal to acknowledge the deprivation of liberty or to give information on the disappeared person that distinguish this crime from other crimes often related to the forced disappearance of persons, as well as the prohibition of privileges in its prosecution, to be 'positive aspects' of the initiative. However, it indicated that the proposed reform still fails to conform 'integrally with the standards established [in the Judgment and those established in the Inter-American Convention on Forced Disappearance of Persons.' The Commission indicated that 'the definition of the perpetrator of the crime should be broad so as to ensure the punishment of all 'principals, accomplices, and accessories to the crime, regardless of whether they are State agents or persons or groups that act with the authorization, support, or acquiescence of the State.' Additionally, it stated that 'the standards of application of the quantum of the sentence are based on the perpetrator's status as a 'public servant' or a 'private individual,' which is incompatible with Article III of the Inter-American Convention on Forced Disappearance of Persons, which establishes the possible mitigating factors that could apply in cases of forced disappearance.' Last, the Commission manifested its concern that 'a period of prescription be provided for this crime despite the fact that the Inter-American Convention on Forced Disappearance of Persons establishes the imprescriptibility of that crime as a general rule.' In any case, the State 'did not specify whether the established period of prescription of 35 years is compatible with the exceptions established by the Inter-American Convention on Forced Disappearance of Persons in Article VII therein.'" (See. IA Court of HR. Case of Radilla Pacheco v. Mexico. Monitoring Compliance with Judgment. Resolution of the Inter-American Court of Human Rights of May 19, 2011, par. 26).

THIRD. – That the Head of the Unit for the Promotion and Defense of Human Rights, Lic. Omeheira López Reyna, pursuant to Article 2 section B, subsection XV, and Article 21 subsection VI of the Internal Rules of the Secretariat of Government, has the power to address recommendations of international human rights organizations, whose jurisdiction, proceedings and decisions are recognized by the Mexican State.

FOURTH. – That the Unit for the Promotion and Defense of Human Rights has sufficient resources to meet the obligations arising from this Agreement.

FIFTH. – That it provides as its official address for all legal effects of this agreement, the domicile located at Bucareli No. 99, Colonia Juárez, Delegación Cuauhtémoc, postal code 06600, México, Distrito Federal.

DECLARATIONS OF THE SECRETARIAT OF FOREIGN AFFAIRS

FIRST. – Its representatives assert that, pursuant to Articles 1, 26 and 28, subsections I and III of the Organic Law of Federal Public Administration, the Secretariat of Foreign Affairs [*SRE in Spanish*] is an agency of the Executive Branch of the Union, whose remit is, among other things, to promote, foster and ensure the coordination of the foreign policy of the Federal Executive, as well as participate in the international organizations of which the Mexican government is a member.

SECOND.– The General Directorate of Human Rights and Democracy, in accordance with Article 29, subsection XI of the Internal Rules of the Secretariat of Foreign Affairs, has the authority to represent the Secretariat by entering into agreements relating to the exercise of its authority and of the Administrative Units under its responsibility, *inter alia*, to receive and process complaints and petitions filed against the Mexican State with international human rights bodies, represent the government of Mexico in litigation or proceedings arising from these bodies, as well as to promote the adoption of measures necessary to settle such complaints or petitions in keeping with the law.

THIRD. – That it provides as its official address for all legal effects of this agreement, the domicile located at Avenida Juárez No. 20, Colonia Centro, Delegación Cuauhtémoc, postal code 06010, México, Distrito Federal.

DECLARATIONS OF THE STATE OF GUERRERO

"THE STATE" declares:

FIRST. – That the State of Guerrero is a Free and Sovereign Entity as it pertains to its internal regime and is a member of the United Mexican States in accordance with Articles 40 and 43 of the Political Constitution of the United Mexican States, and Article 23 of the Political Constitution of the Free and Sovereign State of Guerrero.

SECOND. – That the Executive branch of the State has the authority as one of its powers to enter into collaboration agreements with the Federal Government, with the Governments of other States, with Municipalities and other entities, by meeting the formal requirements in each particular instance.

THIRD. – That Lic. Iñaky Blanco Cabrera, Under Secretary of Government for Legal Affairs and Human Rights, of this State, has the legal authority to enter into agreements with federal authorities, the legal basis of which is found in Articles, 11, 19 and 20 subsection IV of Organic Law of Public Administration of the State of Guerrero number 433; Articles 4, 8 and 13 subsection IX of the Internal Rules of the General Secretariat of Government, First of the

Agreement Delegating the Head of the Office of the Under Secretary of Government for Legal Affairs and Human Rights of the General Secretariat of Government, the power to enter into the Friendly Settlement Agreement of the case of Faustino Jiménez Álvarez, published in Official Newspaper of the Government of the State Issue 77 Section I dated September 25, 2012.

FOURTH. – That the mailing address for compliance with the purposes of this instrument is the same as that of “THE STATE,” located at Palacio de Gobierno, Boulevard Rene Juárez Cisneros No. 62, Segundo Piso, Edificio Costa Chica, Ciudad de los Servicios, postal code 39074 in Chilpancingo Guerrero.

DECLARATIONS OF THE VICTIM AND THE PETITIONERS

FIRST. – That Mrs. Enedina Cervantes Salgado is a Mexican national, of legal age and appears in this act on her own behalf and in representation of her children Julieta Jiménez Cervantes and Ricardo Jiménez Cervantes.

SECOND. – That Lic. José Rosario Marroquín, Director of the Centro de Derechos Humanos Miguel Agustín Pro Juárez A.C. (PRODH Center), is acting as representative of the petitioners in the instant Agreement.

THIRD. – That the petitioners and the victim, jointly, provide as their legal mailing address for purposes of the instant Agreement the domicile located at [...].

DECLARATIONS OF THE PARTIES

FIRST. – That they mutually recognize the legal capacity held by each other and with which each one appears for the signing of this Agreement.

SECOND. – That they wish to settle through a friendly procedure the case 12.610 Faustino Jiménez Álvarez, pursuant to the provisions in this Agreement which, once it is signed, will be conveyed to the IACHR for the appropriate verification and follow-up.

THIRD. – That they wish to join efforts to jointly promote actions, the object of which is to comply with the items of this Agreement.

FOURTH. – That the dialogue in dealing with this case was characterized by the good faith of both parties, who reiterated at this act their willingness to reach a friendly settlement based on compliance with this Agreement.

FIFTH. – For the realization of the object of this Agreement the parties to promote settlement formulas with full adherence to Inter-American standards, giving preference to the rights of the victims, for which an arrangement has been jointly designed that complies with Inter-American standards in the subject matter. For this purpose, they also express their willingness to have the respective follow-up by the IACHR for adequate compliance with the Agreement.

VIII. FULL REPARATION OF DAMAGE

FIRST. – The parties acknowledge the forced disappearance of persons is characterized as a serious and multi-offense human rights violation, that violates multiple human rights recognized by the international community.

SECOND. – In view of the case law of the Inter-American Court of Human Rights relating to the rights that are violated in cases of forced disappearance -such as the right to recognition of personality, humane treatment, personal liberty, life, a fair trial, due process of law and

judicial protection, the State and the petitioners agree on full reparation of the victims under the following terms:

VIII.1 Compensation.

FIRST. – The State will hand over the equivalent, in national currency, of compensation in equity for the overall amount of \$3,098,400.00 (three million ninety-eight thousand four hundred pesos 00/100 M.N.).

SECOND. – The State agrees that payment of the compensation as part of the reparation to the victims for the forced disappearance of Faustino Jiménez Álvarez will be tax free.

THIRD. – Payment of this compensation will be distributed as follows:

— The amount of \$750,000.00 (seven hundred and fifty thousand pesos 00/100 M.N.) will be paid by the government of the State of Guerrero, through delivery of the corresponding business document to Mrs. Enedina Cervantes Salgado within 30 business days following the signing of the instant friendly settlement Agreement.

— The amount of \$2,348,400.00 (two million three hundred and forty-eight thousand four hundred pesos 00/100 M.N.) will be defrayed by the Secretariat of Government, through the Unit for the Promotion and Defense of Human Rights, by means of delivery of the corresponding business document to Mrs. Enedina Cervantes Salgado, within 30 business days following the signing of the instant friendly settlement Agreement.

VIII.2 Measures of satisfaction and guarantees of non-repetition

VIII.2.1 Investigation into the facts of the case and punishment of those responsible.

FIRST. – The State undertakes to diligently conduct and continue with the necessary investigations to find the whereabouts of Mr. Faustino Jiménez Álvarez; punish those persons responsible for the crimes perpetrated against him and impose the appropriate administrative or disciplinary sanctions against the persons who, despite their link to the commission of the human rights violations committed in the case, continue to hold public positions, or perform public functions.

SECOND – The State recognizes that the investigations must be carried out in accordance with the obligations established in the Political Constitution of the United Mexican States, specifically, in Article 1 thereof, and in the international human rights treaties to which the Mexican State is a Party.

THIRD.- In relation to the participation of the victims in the prosecutorial process, the State recognizes the unrestricted right of Mrs. Enedina Cervantes Salgado and the other victims to access and consult the case investigation file; to aid the public prosecutor's office in charge of the case, that is attached to the Office of Attorney General of Guerrero (PGJ-Gro), by offering and requesting the introduction of evidence to continue the investigations; to appoint and change legal representation to carry out that assistance; and the right to be advised in a timely fashion of the due process of law rights established by legislation currently in effect, among other things, access to the services that are provided by the Program for Attention and Support to the Victims or Offended Parties of crime.

FOURTH. – In coordination with the victims, the PGJ-Gro will create a Working Group and draw up a Work Plan so that the conduct of the investigations into the facts of the case can be jointly established, based on direct and fluid dialogue between and among the parties.

FIFTH. -Mrs. Enedina Cervantes Salgado and her representatives shall meet as many times as necessary with the PGJ-Gro, to raise concerns and observations pertaining to the case investigation.

SIXTH. – The State recognizes that the item set forth under the first, second and sixth paragraphs of section VIII.2.1 of the Agreement are an integral part of the victims’ right to the truth, which emanates from several provisions of the ACHR, such as those relating to fair trial rights, judicial protection, and access to information (Articles 8, 25 and 13, respectively). Consequently, the next of kin of Faustino Jiménez have the right, and the State has the obligation, to an effective investigation of what happened to the victim, which entails proceeding with and keeping open the investigation as long as the whereabouts or ultimate fate of Faustino Jiménez have not been determined and to identify and continue to prosecute every likely person responsible, as well as impose the appropriate punishment on them.

VIII.2.2 Public acknowledgement of the crimes

FIRST.- In keeping with the best practices in cases where international responsibility of the Mexican State has been established by the bodies of the Inter-American human rights system, and for the purpose of making full reparation to the victims, after entering into a free and informed agreement with the victims and the petitioners, the Mexican State undertakes to hold a ceremony of public acknowledgment of responsibility and public apology for the violations of the human rights committed in this case.

SECOND. – The public ceremony will be headed by the highest authorities of the State of Guerrero and will be attended by senior officials of the Office of the Attorney General of the State of Guerrero, of the Secretariat of Government and of the Secretariat of Foreign Affairs, in addition to ensuring the active participation of the Jiménez Cervantes family.

THIRD. – The government of the State of Guerrero shall publish a public announcement in a daily newspaper of local circulation and, for their part, the SEGOB and the SRE will report on the holding of the ceremony on their official website. Additionally, the Jiménez Cervantes family will be given a copy of the public pronouncement made by the authorities.

FOURTH. – Said public ceremony will be conducted by mutual agreement with the victims and their representatives.

FIFTH. – The public ceremony will be documented, and the record will be forwarded to the IACHR, so that it appears in the archives as supporting documents to the friendly settlement; likewise, the parties will preserve a copy of said document.

VIII.2.3 Medical and psychological care for the beneficiaries.

FIRST. – The government of the state of Guerrero undertakes to provide free of charge any medical treatment required by the victims through the specialized state health institutions. The treatment will be provided for as long as it is necessary and will include providing any medications that the victims require, in keeping with their medical conditions.

SECOND. – With a view toward determining the particular medical care that is needed, the government of the State of Guerrero, through its Secretariat of Health, performed a medical assessment on Mrs. Enedina Cervantes, as well as on her children Julieta and Ricardo Jiménez Cervantes, the results of which show that they are all clinically healthy as of today’s date. Notwithstanding, the state government expresses its commitment to provide to the beneficiaries, including the son of Julieta Jiménez Cervantes, specialized and immediate medical care, in the event it is so required.

THIRD. – As for psychological care, after entering into the agreement with the petitioners, specialized personnel of the Government of the State of Guerrero conducted several psychological studies on the beneficiaries, and this revealed that they needed to be provided individual, family, and occupational psychotherapy. Consequently, the Government of the State of Guerrero undertakes to provide psychological therapy for as long as necessary through specialists in the field, for which the curricula vitae of the individuals who work in the area of psychological care at the different institutions of the State of Guerrero will be submitted to the representatives of the Jiménez Cervantes family, so the beneficiaries are able to choose the provider that is best suited to them.

FOURTH. – The specific characteristics of the medical and psychological care that will be provided to the beneficiaries, as well as the officials who will serve as contact persons and the requirements to sign the beneficiaries up in the state health care program are reflected in a document attached to this Agreement, which is an integral part thereof.

(Annex 1)

VIII.3 Additional benefits granted by the Government of the State of Guerrero for full reparation of the victims of the case.

The State of Guerrero undertakes to provide all of the benefits specified in this Agreement, binding itself to facilitate access to the programs and support set forth in this section free of charge.

VIII.3.1 Educational support

FIRST. – The Government of the State of Guerrero shall provide a scholarship to Ricardo Jiménez Cervantes to continue his studies until he completes the highest level, and, for this purpose, the state education authorities will closely monitor the case of the young man Mr. Jiménez, facilitating the respective registration process.

SECOND. – With respect to the young woman Julieta Jiménez Cervantes, the Government of the State of Guerrero shall award an academic scholarship once she resumes her higher education studies, in addition to facilitate access for her to the public school of her choice within that state.

THIRD. – The specific terms of the scholarships, as well as the requirements the beneficiaries must meet for them to be awarded, the necessary application process and education officials who will act as contact persons for this benefit, are listed in a document attached to this Agreement, which is an integral part thereof.

(Annex 2)

VIII.3.2 Housing support

FIRST. – Given that the results of the socioeconomic studies carried out on Mrs. Enedina Cervantes Salgado show that she does not own her own house, the Government of the State of Guerrero will provide Mrs. Cervantes with the benefit of a house through one of the state housing programs.

SECOND. – It is the responsibility of Mrs. Enedina Cervantes to choose, based on the information that is provided for this purpose by the Government of the State of Guerrero, the specific housing program through which to obtain her house.

THIRD. – The authorities of the State of Guerrero will facilitate the application process and requirements necessary to obtain the house and will pardon any debts that the beneficiary may incur with the respective agencies.

FOURTH.- The announcements and terms of the housing programs "*Tu Casa*" and "*Casa Digna*," as well as the requirements that Mrs. Enedina Cervantes Salgado must meet for a house to be granted, the procedural formalities that must be covered and the authorities of the Housing and Urban Land Institute of Guerrero and of the Secretariat of Social Development who will act as contact persons for the provision of this service, are set forth in a document attached to the instant Agreement, which is an integral part thereof.

(Annex 3)

VIII.3.3 Income-producing project support

SINGLE. – The Government of the State of Guerrero will award to Mrs. Enedina Cervantes aid in order to develop an income-producing project of her liking. It is known that Mrs. Enedina Cervantes used to have a commercial establishment for the sale of food and other consumer goods and, therefore, the aid could be channeled for this purpose.

SECONG. -The terms of the program through which this benefit will be awarded, as well as the requirements that Mrs. Enedina Salgado must meet for it to be granted, as well as the procedural formalities that must be covered and the authorities of the Secretariat of Social Development that will act as contact persons, are set forth in a document attached to this Agreement, which is an integral part thereof.

(Annex 4)

VIII.3.4 Economic support

FIRST. – The Government of the State of Guerrero will award the young lady Julieta Jiménez Cervantes, in her status of single mother, monthly economic support through the program "*Guerrero Cumple*".

SECOND. – The terms of the program through which this benefit will be awarded to Mrs. Julieta Jiménez, as well as the requirements and application process that must be fulfilled and the officials of the Secretariat of Social Development, who will act as contact persons, are set forth in a document attached to the instant Agreement, which is an integral part thereof.

(Annex 5)

IX. MONITORING COMPLIANCE WITH THE FRIENDLY SETTLEMENT AGREEMENT

FIRST. – The victims and their representatives expressly agree and accept the commitments assumed by the Mexican State to address the case, also acknowledging the institutional effort of the authorities to provide an adequate and timely response to comply with the reparations provided for in the instant Agreement.

SECOND. – Pursuant to Article 40 of its Rules of Procedure, it is the responsibility of the IACHR to verify compliance with this Agreement, and it is the responsibility of the SRE to provide all information requested of the State by this Inter-American body. The victims and the petitioners must submit information to the Commission when it is requested of them or should they deem it necessary, and at whatever time they determine to do so.

THIRD. – This Agreement is governed under the principle of good faith and the signing thereof establishes the basis for a settlement reached by consensus in case 12.610 Faustino Jiménez Álvarez. In the event of a failure to comply, the matter may continue its normal procedural course as provided for in the ACHR.

FOURTH. – This Agreement will come into effect as of the day of the signing thereof and will not terminate until full compliance with the commitments set forth therein. Without prejudice to the IACHR's inherent powers, the parties sign this document with the intention that only the full compliance with it will give rise to a friendly settlement report published by the IACHR.

FIFTH. – The parties agree that they will meet in six months as of the signing of the Agreement in order to verify the status of compliance with each obligation set forth therein.

SIXTH. – All notices, communications and notifications issued in connection with this Agreement will be in writing and will have acknowledgement of receipt, with a respective copy being delivered to the opposing party and to the IACHR.

SEVENTH. – In the event a doubt or dispute arises regarding the interpretation of the Agreement, the parties will submit to the arbitration of the IACHR.

EIGHTH. – The Agreement may be amended, expanded or revoked by mutual agreement of the parties, and this must be put in writing and shall take effect as of the signing.

After having read the Agreement and with the parties being aware of the legal scope and content thereof, they sign it in five originals in the city of Acapulco, on September 27, 2012.

ANNEXES

1.- A document is handed over containing the award of primary health care, under the responsibility of the Secretariat of Health of the State of Guerrero.

The contact for compliance with this agreement is Dr. Miguel Ángel Ponce, Director General of the Hospital General de Atoyac, Álvarez, Guerrero, telephone (xxx) xx xxxx xx xx.

The institutions that will act as contact agencies are the Office of the Attorney General and the General Directorate of Advisory Services and Technical Support under the General Secretariat of Government, both of the Government of the State of Guerrero.

2.- A document is handed over setting forth the proposed award of scholarships.

The institution that will handle this item will be the Department of Scholarships of the Secretariat of Education of Guerrero, under the responsibility of Professor María Guadalupe Ramírez Monfil, telephone (xxx) xx xxxx xx xx.

3.- Two official letters are handed over in which the Government of the State of Guerrero undertakes to carry out a field study, which is an essential requirement for awarding a house, for which Citizen Eneidian Cervantes Delgado must be present.

The institution in charge of compliance with this item of the Agreement shall be the Housing and Urban Land Institute of Guerrero, whose contact person is Lic. Héctor López Soberanis, Legal Director, telephone (xx xxx) xx xxx.

4.- An official letter is handed over establishing that, for purposes of specifically defining the income-producing project, further information is required about the activity to be realized, which shall be provided by Mrs. Eneidia Cervantes.

The institution empowered to follow up on this item shall be the Secretariat of Economic Development, through Lic. Ariana Ivette Morales Guevara, telephone (xxx)xx xxx xxx.

5- An official letter is handed over establishing the requirements that must be fulfilled by Citizen Julieta Jiménez Cervantes to obtain merit-based economic support and, therefore, in order to be able to specifically comply with this item of the Agreement the beneficiary will be contacted.

The institution empowered to follow up on this support will be the Coordinator General's Office of Social Programs *Guerrero Cumple*, whose contact person is Lic. Carolina Rodríguez González, telephone (xxx) xx xxx xxx.

IV. DETERMINATION OF COMPATIBILITY AND COMPLIANCE

14. The IACHR reiterates that pursuant to Articles 48.1.f and 49 of the American Convention, the purpose of this procedure is "to reach a friendly settlement of the matter based on respect for the human rights recognized in the Convention." The acceptance of carrying out this procedure expresses the good faith of the State to comply with the purposes and objectives of the Convention by virtue of the *pacta sunt servanda* principle, by which the States must comply in good faith with the obligations assumed in the treaties.⁴ It also wishes to reiterate that the friendly settlement procedure set forth in the Convention allows for the termination of individual cases in a non-contentious manner, and has proven, in cases involving various countries, to offer an important vehicle for settlement, which can be used by both parties.

15. The Inter-American Commission has closely monitored the development of the friendly settlement reached in the present case and greatly appreciates the efforts displayed by both parties throughout the negotiations of the agreement to reach this friendly settlement, which is compatible with the object and purpose of the Convention.

16. The IACHR notes that the parties reached consensus on 5 annexes to the friendly settlement agreement, signed on September 27, 2012, and, therefore, the IACHR declares, based on the will of the parties, that these annexes are an integral part of the friendly settlement agreement entered into between the parties.

17. The Inter-American Commission appreciates the fifth (V) declarative clause of the (FIRST) paragraph recognizing the international responsibility of the Mexican State for the facts established in Admissibility Report 31-07, which was issued by the Commission in the present case and includes the violation of Articles 4 (right to life), 5 (humane treatment), 7 (personal liberty), 8 (fair trial rights), and 25 (judicial protection), in connection with Article 1.1 of the American Convention on Human Rights, as well as Articles 1 (obligation to prevent and punish torture), 6 (obligation to take measures to prevent and punish torture), and 8 (obligation to afford due process rights to those who report having been tortured) of the Inter-American Convention to Prevent and Punish Torture and Article I (State commitments against forced disappearance of persons), Article III (obligation to criminalize and punish forced disappearance of persons) and XI (obligation to hold persons deprived of liberty in an officially recognized place of detention) of the Inter-American Convention on Forced Disappearance of Persons.

18. As for the first to the third paragraphs of item VIII.1 of the eighth clause referring to compensation, on May 31, 2015, the petitioners indicated, as the State had reported in the annex called *Tarjeta Informativa* ['Information sheet'] of February 22, 2014, that 2 checks had been handed over to Mrs. Enedina Cervantes Salgado for a total amount of \$3,098,400.00 (three million ninety-eight thousand four hundred pesos) and, therefore, they considered that the State had complied with the payment of compensation as

⁴ Vienna Convention on the Law of Treaties, U.N. Doc A/CONF.39/27 (1969), Article 26: "**Pacta sunt servanda**". *Any treaty in force is binding on the parties and must be performed by them in good faith.*

arranged in the friendly settlement agreement. Based on the information provided by the parties, the Commission understands this clause of the FSA to be fully implemented and so it declares it so.

19. In relation to the first, fourth and fifth paragraphs of item VIII.2.1 of the eighth clause referring to the investigation of the facts of the case and punishment of those responsible, on March 5, 2014, the State reported that at the working meeting of January 22, 2014, the victim's representatives were handed over a report from the Office of the Attorney General of the State of Guerrero, regarding the preparation of the preliminary investigation of the case, as set forth in official letter number PGJE/CA/0010/2014. Additionally, it reported that collection was pending of a blood sample from Ricardo Jiménez Cervantes as evidence, in order to obtain his genetic (DNA) profile, which would be carried out in a place and at a time determined by the victim's representatives, to whom the offer was made that when the sample is taken, Unit personnel could accompany them, should they deem it necessary.

20. On March 31, 2015, the petitioners reported that the State report mostly consisted of an accounting of the investigatory steps it took as of 2001, that is the respective investigation and criminal proceedings that had been previously examined by the Illustrious Commission. Consequently, they believed that the report was limited to (1) Taking a blood sample from Ricardo Jiménez, the victim's son, and (2) Gathering "dental information, cellphone numbers, [information about] work, social, and free time activity, as well as identification of the victim's finger prints;" however, they consider these actions to not constitute an adequate and effective investigation and search plan and, therefore, even though these investigative steps would be useful to confirm the identity of Mr. Faustino Jiménez, there was no progress made in locating Mr. Jiménez, nor in criminally punishing of all persons responsible.

21. On June 12, 2017, the State reported that the latest investigative steps taken by the Office of the Prosecutor included the following: a) request for collaboration of all Offices of Attorney Generals of the Republic, in order for them to provide data, or carry out search operations to find Mr. Faustino Jiménez Álvarez; b) transfer of expert witness service personnel to obtain the genetic profile of Ricardo Jiménez Cervantes; c) request for a certified copy of preliminary investigation case file TAB/R/801/2001, the initial investigation related to the abduction of José Valle Álvarez, the first cousin of Faustino Jiménez Álvarez, which was registered as criminal proceedings motion 223/2001; d) request for a certified copy from the PGR of initial investigation file PGR/UEDO/3006/2002 y SIEDO/UEEIS/5276/2004, which has issues relating to the preliminary investigation opened into the present matter; e) request for the Coordinator's Office of the Prosecutorial Police of Guerrero to provide data and continue with the investigations in order to be able to locate the victim; and f) request for expert witness services from the Office of the Attorney General of Guerrero and the expert's report of Forensic Genetics on the results of the comparison analysis of the genetic profile of Ricardo Jiménez Cervantes to that of his father, in order to report whether there was a match to the samples taken from the bodies of unknown or unidentified individuals that were found. On this last item, the State noted that, thus far, responses have only been received from Baja California Sur, Sonora, and Yucatán, States that reported that no match was found or genetic blood relationship to the bodies that are the subject of the analysis. The request for support in its search was also reiterated to the other Offices of Attorney General.

22. On January 8, 2020, a technical meeting was conducted with the parties to move forward with the friendly settlement process, where the parties agreed that the State would submit a detailed report on the actions taken in the investigation from January 1, 2017, to December 31, 2019.

23. On March 26, 2020, the State reported that: i) Ongoing investigation steps are being taken by the Office of the Attorney General of the state of Guerrero to determine the fate or whereabouts of Mr. Faustino Jiménez Álvarez as part of the initial investigation number GRO/SC/091/2009; ii) the investigation has been continuously conducted throughout the state of Guerrero by the state prosecutorial police, who report on a bi-weekly basis the results of the search and efforts to locate Mr. Faustino Jiménez Álvarez; iii) the Office of the Attorney General of the state of Guerrero has requested the collaboration of the Attorney General and Prosecutor's offices of the Mexican State, the Office of the Attorney General of the Republic and the Office of the Military Attorney General, who have responded that, thus far, no positive results have been obtained; and; iv) in parallel, it has been determined that initial investigation GRO/SC/091/2009 must be considered an urgent and priority matter and, therefore, the coordinating body of the different areas making up the Office of the

Attorney General of the state of Guerrero and the official in charge of the investigation have been instructed to focus only on that case in order to fully bring it to a conclusion.

24. In relation to the working meeting facilitated by the Commission on March 26, 2021, the State committed to sending the Commission a detailed report on the investigative steps conducted by the Office of the Prosecutor, specifically, regarding the arrest warrants and the genetic material comparisons and subsequently, the parties agreed in the memorandum of understanding of June 10, 2021, on follow-up on the investigations using a roadmap with the Office of the Attorney General of Guerrero, based on a time line that would be negotiated between the parties, laying out pending search, forensic and investigative steps.

25. In this regard, on July 8, 2021, the State reiterated that, through the Office of the Attorney General of the state of Guerrero, ongoing investigatory steps are being taken to find the whereabouts of Mr. Faustino Jiménez Álvarez in preliminary investigation GRO/SC/0091/2009, noting that investigations are continuing throughout the state of Guerrero through operations in the region of Tierra Caliente, in the mountains and north (settlements of Tepehuixco, Nejapa, Inotepec, Santa Ana, Aztacualoya, Pochahuizco, el Limón, Xochimilco, Acamixtla, Landa, Huajojitla, Puente Campuzano, Taxco el Viejo, Casahuates, Tehuilotepec, El Zompante, Corralejo y municipios de Iguala de la Independencia, Tetipac, Ixcateopan, Pilcaya, San Marcos, Colula, Marquelia, José Joaquín Herrera, Atlixac, Zitlala, Atoyac de Álvarez, Tecpan de Galeana, Tepecoacuilco de Trujano, Coyuca de Cutzamala de Pinzon, Chilpancingo and Ahuacotzingo), conducting investigatory steps and analysis focusing on the search for Mr. Faustino Jimenez. It further noted that the Office of the Attorney General of the state of Guerrero has requested the collaboration of the Offices of Attorney Generals and public prosecutors of the Mexican State, the Office of the Attorney General of the Republic and the Office of the Military Attorney General, who thus far have responded that no positive results have been obtained and that, in parallel, it has been decided that initial investigation GRO/SC/091/2009 must be considered an urgent and priority case and, therefore, the coordinating body of the different areas making up the Office of the Attorney General of the state of Guerrero and the official in charge of the investigation have been instructed to focus only on that case in order to fully bring it to a conclusion.

26. On this regard, on August 18, 2021, the petitioners expressed appreciation for the information provided by the State, while noting that even though certain investigatory steps are described, they are not consistent with the investigation plan and timeline to which a commitment had been made, and they underscored the importance of reporting to the victims on actions taken to execute the arrest warrants, which are pending compliance, as well as on scheduled search operations. They further noted that they had received a supplementary report dated June 28, 2021, issued by the Office of the Special Prosecutor for the Protection of Human Rights, laying out the updated Work Plan dated May 20, 2021, wherein it was suggested, based on an analysis conducted as part of the initial investigation, that a Special Prosecutor be appointed within that investigation or that the investigation be transferred to the Office of the Special Prosecutor for Forced Disappearances and Searches for Disappeared Persons; as well as expand the investigation to members of the then Judicial Police, now the Prosecutorial Investigative Police, which took part in the detention of Mr. Faustino Jiménez. Consequently, the Commission was asked to continue to request a diligent investigation into the facts, to be able to learn the whereabouts of Mr. Faustino Jiménez, as well as to punish those responsible for his disappearance. The petitioners submitted a copy of the Work Plan they received from the State, and the Commission noted that it does not include search operations, forensic analysis and pending scheduled investigation activities.

27. Based on the foregoing, in view of the information provided by the parties, and the fact that criminal sanctions have been imposed on one person for the facts that took place, the Commission finds that this item of the agreement has reached a partial level of compliance and so it declares it so. Likewise, the Commission urges the State to continue to take the necessary steps to comply with the Work Plan of May 20, 2021 and to draw up a scheduled Search Plan with the operations that must be deployed, so the appropriate follow-up can be conducted until achieving full implementation of this item of the agreement.

28. In relation to the first and fifth paragraphs of item VIII.2.2 of the eighth clause relating to public acknowledgement of the facts, on March 5, 2014, the State noted that on September 6, 2013, a meeting was held between the parties in order to reach a consensus on the how to comply with the reparation involving

the public ceremony of acknowledgement of responsibility by the Mexican State and public apology for the human rights violations committed in this case. Subsequently, on December 19, 2013, the public ceremony of acknowledgement of responsibility of the Mexican State was held in the auditorium of the Professional Training and Education Institute of the Office of the Attorney General of Guerrero. According to reports, the event was attended by officials of both the federal government and of the state of Guerrero and members of non-governmental organizations. Additionally, the public ceremony of acknowledgement of responsibility and apology was published in the nationwide circulation daily newspapers “El Universal” and “Excélsior,” as well as in the newspapers “El sur” and “El sol de Chilpancingo”, with local circulation in the state of Guerrero. Lastly, the State noted that a press bulletin was issued on the official web page of the SEGOB and of the government of the state of Guerrero.

29. On March 31, 2015, the petitioners noted that the public ceremony of acknowledgement of responsibility and public apology was carried out on December 19, 2013, and, consequently, they regarded this item to be fully complied with. On this score, since both parties have confirmed compliance with the measure, the Commission finds that the State has complied with the commitment established in these items of the Agreement and so it declares it so.

30. As for the first to the third paragraphs of item VIII.2.3 of the eighth clause, referring to medical and psychological care, on March 31, 2015, the petitioners reported that the government of the state of Guerrero handed over special care badges to Mrs. Enedina Cervantes and her children Ricardo and Julieta Jiménez, so that the Jiménez Cervantes family could go directly to the Hospital de Atoyac to receive medical care. This was after a period of non-compliance with the measure, during which the staff at the aforementioned hospital questioned the family when they sought care there. Nonetheless, the petitioners further note that by late 2013, this item of the agreement began to be honored more regularly. Additionally, in relation to the psychological care, it was noted that the victim’s family began therapy with a psychologist who was proposed to them by the State; however, as of the present date, the family has decided to suspend visits with the psychologist. Based on the information provided by the parties, the Commission deems this clause of the FSA to be fully complied with and so it declares it so.

31. With respect to item VIII.3.1 of the eighth clause relating to educational support, on March 5, 2014, the State reported that as a good faith gesture, on a single occasion, check number 0003029 in the amount of \$70,170.00 pesos (Seventy thousand one hundred and seventy pesos 00/100M.N) was handed over to Mrs. Enedina Cervantes, on behalf of her children Ricardo and Julieta, both with the surnames Jiménez Cervantes, as academic scholarship money for the school years 2011, 2012 and 2013 for her children. For their part, the petitioners noted on March 31, 2015, that the State defrayed (though tardily) the amounts of money corresponding to the academic scholarships for school years 2011 to 2013; however, they asserted that as of the present date the amounts for the 2014 and 2015 school years had not been covered and, consequently, the Mexican State was in default of complying with this item of the Agreement.

32. On June 12, 2017, the State indicated that the Secretariat of Government reactivated the payment for the academic scholarships as of May, on behalf of the Mrs. Jiménez Alvarez’ two children, Julieta and Ricardo Jiménez Cervantes. On this score, the Secretariat of Government will send a request to the representatives in order for them to forward the records of studies, birth certificates, CURP [Unique Population Registration Code], and official identification of the beneficiaries of the scholarships. Additionally, in relation to the retroactive payments of the scholarship money for the period of 2014 and part of 2017, it was claimed that it would be carried out in 2017.

33. On August 5, 2017, the petitioners reported that they sent documentation to regularize payment of the scholarships to the Secretariat of Government in early February 2017, within the period that the State had requested they send it in January of the same year. The petitioners also noted that, at the working meeting held on April 25, 2017, the State again had committed to regularizing this item. To further this process, the petitioners sent the documentation to the state of Guerrero in April 2017 and, after getting into contact again with the respective office, in June supplementary information was sent to calculate the total amount of school-related expenses from 2014 to 2017. Subsequently, the Secretariat of Government requested the same information, and it was resent.

34. At the technical meeting to move forward with the negotiation process on January 8, 2020, the State noted that it complied with the payment of the scholarship money up to 2014 and expressed its willingness to explore a retroactive payment arrangement to cover the pending years up to 2018. It reported that the government of the state of Guerrero is responsible for making the payment and that, in its process of review, it was identified that the FSA has an annex establishing the payment amount, which they considered too low and, therefore, the petitioners were asked to provide documents in support of the payments made to be able to move forward with the properly adjusted retroactive payment.

35. On February 6, 2020, the petitioners submitted the records of study and receipts of payment for the period covering from January 1, 2014 to December 31, 2018, the period of time when Julieta Jiménez Cervantes attended college and completed her undergraduate degree program in law (*licenciatura*), noting that even though Julieta did not keep all the payment receipts, with proof of having completed the law degree program continuously, it can be gathered that she paid all the monthly payments, because otherwise she would not have been able to continue her studies and take her degree. With respect to the payments, the following was reported: i) Payment was made of one thousand four hundred and forty-six Mexican pesos (\$1,446) for fifty-six months (x 56), for a total of seventy-two thousand three hundred and thirty Mexican pesos (\$72,330) as monthly payments; ii) payment of re-registration every six months, for the amount of nine hundred and fifty pesos (\$950) and, therefore, over the period of 2014-2018 she paid a total of 8 re-registration fees for a total of seven thousand six hundred Mexican pesos (\$7,600), for which she did not submit receipts; iii) expenses associated with the degree program for a total of twenty thousand Mexican pesos (\$20,000) for which she did not submit any receipts either; and; iv) books and supplies calculated to be approximately five thousand two hundred Mexican pesos (\$5,200).

36. Additionally, the petitioners noted with respect to Ricardo Jimenez Cervantes that over the period of 2014-2018, he completed his high school studies (*preparatoria*) and began an undergraduate program in computer sciences as of his second semester of 2016 and quit the program in June of 2018. As for the payments, the following was reported: i) The first semester of 2014, payment was made for high school tuition in the amount of five hundred and thirty Mexican pesos (\$530), however, there are no receipts; ii) In June 2014, Ricardo took the CENEVAL exam, paying the amount of five hundred Mexican pesos (\$500); iii) six (6) payments of four hundred and fifty Mexican pesos (\$450) as quarterly tuition payments for the university preparatory courses, for a total of two thousand seven hundred Mexican pesos (\$2,700); iv) twenty-two (22) monthly payments in the amount of one thousand three hundred and fifty Mexican pesos each payment (\$1,350) for a total of twenty-nine thousand seven hundred Mexican pesos (\$29,700), this as payment for the university degree (*licenciatura*) covering from the second semester of 2016 to the first semester of 2018; v) payment of re-registration every six months, in the amount of nine hundred and fifty Mexican pesos (\$950), and, therefore, over the period of 2016-2018, he presumably paid a total of 4 re-registration fees (\$950 x 4), for a total of three thousand eight hundred Mexican pesos (\$3,800), for which no receipts were submitted, and; vi) books and supplies calculated at approximately seven thousand six hundred Mexican pesos (\$7,600).

37. On March 26, 2020, the State reported that, the General Secretariat of the government of the state of Guerrero, after examining the records submitted to it, broke down the expenses defrayed by Julieta Jiménez Cervantes as tuition, re-registration fees, degree fee, books and supplies, totaling \$105,100.00 Mexican pesos; while the break-down of expenses for Ricardo Jiménez Cervantes totaled \$44,830.00 Mexican pesos, for tuition, CENEVAL exam, re-registration fees, books and supplies, for a total amount between the two of them of \$149,930.00 (One hundred and forty-nine thousand nine hundred and thirty pesos) for education expenses. The General Secretariat of the government of the state of Guerrero indicated it was most willing and expressed its commitment to make the total payment of the amount calculated above, once activities affected by the Covid-19 pandemic health emergency became normalized.

38. Following the signing of a memorandum of understanding between the parties on June 10, 2021, record was made that the measure was satisfied with a cash disbursement in the amount of one hundred and forty-nine thousand nine hundred and thirty pesos (\$149,930.00 M.N), which was disbursed by bank transfer on December 11, 2020. Based on the foregoing, the Commission understands that there is full compliance with this item of the Agreement and so it declares it so.

39. In relation to item VIII.3.2 of the eighth clause referring to housing support, on March 31, 2015, the petitioners noted that this item was held up while the beneficiary was looking for an adequate parcel of land for her house. For its part, on June 12, 2017, the State reported both at the meeting facilitated by the Commission on April 25, 2017, and the bilateral coordination meeting held on April 26, 2017, at the facilities of the Secretariat of Government, that the Government of the state of Guerrero undertook to hand over the housing unit to the petitioners and that, for that purpose, the Secretariat of Government of the state of Guerrero was carrying out the respective paperwork.

40. On August 5, 2017, the petitioners noted that, even though the State was engaged in the paperwork to enable delivery of a house to Mrs. Enedina Cervantes in the month of August, they would be watching closely for progress in this process internally and urged the State, in the event that it does not come about within the scheduled period, to send this information to the Commission with a schedule of steps it will take to comply with this measure.

41. In the technical meeting to move forward with the negotiation process on January 8, 2020, the State reported that the programs to deliver housing through the government of the state of Guerrero that were in effect at the time of the signing of the FSA no longer existed and, consequently, it proposed as an alternative to explore federal housing programs with the Secretariat of Welfare. Subsequently, on March 26, 2020, the State noted that the Unit for the Defense of Human Rights of the Secretariat of Government was supposedly taking the necessary steps to fulfill this commitment and, once activities affected by the public-health emergency being experienced in the country resulting from the Covid-19 pandemic were normalized, it would report on ways to comply with this item.

42. In the memorandum of understanding entered between the parties on June 10, 2021, it was reported that the petitioners considered the measure implemented because a bank transfer had been made in the amount of four hundred thousand pesos (\$400,000.00 M.N.) as housing support for Enedina Cervantes Salgado. Meanwhile, the Secretariat of Government accepted the commitment to move forward, along with the state of Guerrero's efforts to facilitate the paperwork for payment of the rights related to acquisition and/or construction of a house for Enedina Cervantes. Based on the foregoing, the Commission finds that there has been partial substantial implementation of this item of the Agreement and so it declares it so. In this regard, the Commission awaits the payment of the fees relating to acquisition and/or construction of the housing.

43. In relation to item VIII.3.3 of the eighth clause referring to support for an income-producing project, on March 31, 2015, the petitioners reported that support had been provided to the beneficiary to open a grocery store and, consequently, they deemed this item of the FSA to have been complied with by the Mexican State. In view of the information provided by the petitioners, the Commission deems that there is total compliance with this clause of the Agreement and so it declares it so.

44. As for item VIII.3.4 of the eighth clause referring to economic support, on March 31, 2015, the petitioners reported that both Julieta Jiménez and Enedina Cervantes were registered in the program "*Guerrero Cumple*," and consequently they regarded this item of the Agreement to have been implemented. Based on the information provided by the petitioners, the Commission finds that this clause of the FSA has been fully implemented and so it declares it so.

45. Based on the foregoing, the IACHR considers items VIII.1 (compensation), VIII.2.2 (public recognition of the facts), VIII.2.3 (medical and psychological care), VIII.3.1 (educational support), VIII.3.3 (support for an income-producing project), and VIII.3.4 (economic support) of the eighth clause to be fully complied with and so it declares them as such. Additionally, as for item VIII.3.2 (housing support) of the eighth clause, the Commission considers the level of implementation to be partial substantial. Lastly, the Commission deems item VIII.2.1 (investigation into the crimes of the case and punishment of those responsible) of the eighth clause of the Agreement to be partially implemented and, therefore, concludes that there is partial substantial compliance of the Agreement and declares it so.

46. Finally, the Commission considers that the rest of the content of the friendly settlement agreement is declarative in nature and, accordingly, does not require the Commission to monitor it.

V. CONCLUSIONS

1. Based on the foregoing considerations and pursuant to the procedure set forth in Articles 48.1.f and 49 of the American Convention, the Commission wishes to reiterate its deep appreciation for the efforts put forth by the parties and its satisfaction over the achievement of a friendly settlement in the present case, grounded in respect for human rights and compatible with the object and purpose of the American Convention.

2. Based on the considerations and conclusions set forth in this report,

THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS

DECIDES:

1. To approve the terms of the agreement signed by the parties on September 27, 2012.
2. To declare full compliance with items VIII.1 (compensation), VIII.2.2 (public acknowledgement of facts), VIII.2.3 (medical and psychological care), VIII.3.1 (educational support), VIII.3.3 (support for an income-producing project), and VIII.3.4 (economic support) of the eighth clause of the friendly settlement agreement, in accordance with the analysis set forth in this report.
3. To declare partial substantial compliance with item VIII.3.2 (housing support), in accordance with the analysis set forth in this report.
4. To declare partial compliance with item VIII.2.1 (investigation of the facts of the case and punishment of those responsible) of the eighth clause, in accordance with the analysis set forth in this report.
5. To continue to monitor items VIII.3.2 (housing support) and VIII.2.1 (investigation of the facts of the case and punishment of those responsible) of the eighth clause of the friendly settlement agreement until full compliance therewith, in accordance with the analysis set forth in this report. For this purpose, to remind the parties of their commitment to periodically report to the IACHR on compliance therewith.
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 September 17, 2021. (Signed): Antonia Urrejola, President; Julissa Mantilla Falcón, First Vice-President; Flavia Piovesan, Second Vice-President; Margarette May Macaulay; Esmeralda E. Arosemena Bernal de Troitiño; Edgar Stuardo Ralón Orellana Members of the Commission.