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REPORT No. 171/22
CASE 13.007
FRIENDLY SETTLEMENT REPORT

JOSÉ ALFREDO JIMÉNEZ MOTA AND FAMILY
MEXICO

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FRIENDLY SETTLEMENT
JOSÉ ALFREDO JIMÉNEZ MOTA AND FAMILY
MEXICO¹
JULY 25, 2022

I. SUMMARY AND RELEVANT PROCEEDINGS OF THE FRIENDLY SETTLEMENT PROCESS

1. On March 11, 2009, the Inter-American Commission on Human Rights (hereinafter "the Commission" or "IACHR") received a petition filed by the Inter American Press Association (hereinafter "the petitioners" "the petitioning party" or "the IAPA") alleging the international responsibility of the Republic of Mexico (hereinafter "State" or "Mexican State" or "Mexico"), for the violation of the human rights contemplated in Articles 4 (right to life), 5 (right to humane treatment), 7 (right to personal liberty), 8 (fair trial) and 25 (judicial protection), in relation to Article 1 (obligation to respect) of the American Convention on Human Rights, (hereinafter "Convention", "American Convention" or "ACHR"), for the failure to investigate and punish those responsible for the forced disappearance of journalist José Alfredo Jiménez Mota which occurred on April 2, 2005, allegedly by state agents, in the city of Hermosillo, state of Sonora, Mexico. Subsequently, on May 19, 2018, IAPA held that Robert F. Kennedy for Human Rights organization would also assume co-representation in this case.

2. On October 17, 2015, the Commission issued Admissibility Report No. 58/15, in which it found the petition admissible and declared its competence to hear the claim filed by the petitioner concerning the alleged violation of the rights contained in Articles 3 (right to juridical personality), 4 (right to life), 5 (right to humane treatment), 7 (right to personal liberty), 8 (fair trial) and 25 (judicial protection) contained in the American Convention in relation to Article 1. 1 thereof and Articles I and III of the Inter-American Convention on Forced Disappearance of Persons. Likewise, the Commission resolved to declare the complaint admissible for the purpose of examining the possible violation of the rights enshrined in Articles 5 (humane treatment), 8 (fair trial) and 25 (judicial protection) of the Convention in relation to the next of kin of Jiménez Mota. All this in connection with Article 1.1 of said treaty.

3. On March 7, 2019, the State expressed its willingness to reach a friendly settlement agreement (hereinafter " FSA" or "agreement"), same which was transmitted to the petitioner party who confirmed its intention to explore a possible friendly settlement on June 18, 2019.

4. On July 24, 2019, the Commission formally notified the parties of the initiation of the friendly settlement process facilitated working meetings to advance the negotiation on September 26, 2019, and August 12, 2020. On December 8, 2021, under the act of public acknowledgment of responsibility held in the city of Empalme, in the state of Sonora, the parties signed an FSA.

5. On April 5 and 26, 2022, respectively, the Petitioner and the State requested the homologation of said agreement.

6. This friendly settlement report, as provided for in Article 49 of the Convention and Article 40.5 of the Commission's Rules of Procedure, contains a summary of the facts alleged by the petitioners and transcribes the friendly settlement agreement signed on December 8, 2021, by the petitioner and representatives of the Mexican State. Likewise, the agreement signed between the parties is approved and it is agreed that this report will be published in the Annual Report of the IACHR to the General Assembly of the Organization of American States.

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

II. THE FACTS ALLEGED

7. According to the petitioner's allegations, on April 2, 2005, Mr. Jiménez Mota, who was reportedly a journalist with *El Imparcial* newspaper, was on his way to work at around four o'clock in the afternoon, when two or three blocks away, as he crossed Hidalgo Plaza, the alleged victim was photographed by two people. In response to this incident, which had caused him to fear, Mr. Jiménez Mota allegedly took refuge in a restaurant whose owners he knew. The petitioner also held that after the persons who had photographed him left, the alleged victim continued on his way to the newspaper.

8. The petitioner expressed that according to the alleged victim's computer records, Mr. Jiménez Mota would have left the office at a quarter to nine in the evening and that at nine in the evening he would have been contacted a reporter friend, with whom he had arranged to meet that same evening along with other friends. Mr. Jiménez Mota would have told his friend that prior to their meeting he had met with the then deputy director general of the Sonora State Penitentiary System. After that meeting, according to the petitioner, there was no further news of the alleged victim and he would have never arrived to meet with his friends as he had arranged that night, and he has been missing ever since.

9. The petitioner holds that the alleged victim's cell phone showed that the last call he allegedly received that Saturday was at 11:04 p.m. from the subdelegate of the Attorney General's Office in Sonora, and that the conversation lasted two minutes. In this regard, according to the investigation process initiated after Jiménez Mota's disappearance, the subdelegate would have answered that the reporter had called him to ask for some information, but he answered that he had to ask for it from the Social Communication Department and denied having had a close relationship with him.

10. On Tuesday, April 5, 2005, the relatives reported the disappearance of Jiménez Mota to the State Attorney General's Office for the crime of illegal deprivation of liberty and others that would have resulted from the investigation and, consequently, many authorities reacted to this.

11. On April 25, 2005, the case of the journalist's disappearance was transferred to the federal jurisdiction and was reportedly taken over by the then Deputy Attorney General's Office for Specialized Investigation of Organized Crime (SIEDO²). Subsequently, the petitioner indicated that there would have been numerous changes in the prosecutors in charge of investigating the facts and, on May 2, 2005, a prosecutor was allegedly appointed would have been removed 23 days later for having detected shortcomings in the proceedings and lack of diligence. Subsequently, two more prosecutors were then removed for being "exposed" and for being identified as being connected to organized crime groups.

12. In connection with said process, the petitioner held that SEIDO reported having 10 lines of investigation linked to drug trafficking in Sonora. In the same line, it was informed that in a report from February 2006, the Tijuana weekly Zeta would have described that numerous public officials in the state of Sonora would have been linked to drug trafficking, among them the Attorney General and the director of the State Preventive Police. In addition, the petitioner added that the weekly's article would have been based on an internal report by the Center for Investigation and National Security (CISEN) which specified the relationship between public officials in the state of Sonora and drug trafficking. Finally, the petitioner said that the alleged victim would have been investigating the facts of this report prior to his disappearance and indicated that Jiménez Mota's disappearance would also be linked to the actions of hired killers from "Los Números" organization.

13. The petitioners argued that this series of actions would have violated the alleged victim's rights to life, personal liberty, freedom of expression, and fair trial and protection and, consequently, would have affected his physical, psychological, and moral integrity and compromised his family's right of access to justice.

² In 2012, this Deputy Prosecutor's Office was renamed Specialized Deputy Prosecutor's Office for the Investigation of Organized Crime, SEIDO. See: [Regulation of the Organic Law of the Attorney General's Office of the Republic, July 23, 2012.](#)

III. FRIENDLY SETTLEMENT

14. On December 8, 2021, the parties signed a friendly settlement agreement, which states as follows:

FRIENDLY SETTLEMENT AGREEMENT CASE 13.007 "ALFREDO JIMÉNEZ MOTA"

FRIENDLY SETTLEMENT AGREEMENT ENTERED INTO BY THE UNITED MEXICAN STATES, HEREINAFTER "THE MEXICAN STATE", REPRESENTED IN THIS ACT BY THE MINISTRY OF THE INTERIOR, HEREINAFTER "GOVERNANCE", THROUGH THE UNDERSECRETARY OF HUMAN RIGHTS, POPULATION AND MIGRATION, REPRESENTED BY ITS HEAD, ALEJANDRO DE JESÚS ENCINAS RODRÍGUEZ; THE UNIT FOR THE DEFENSE OF HUMAN RIGHTS, HEREINAFTER "THE UDDH", REPRESENTED BY ITS HEAD, ENRIQUE IRAZOQUE PALAZUELOS, AND THE NATIONAL COMMISSION FOR THE SEARCH FOR PERSONS, HEREINAFTER "THE CNB", REPRESENTED BY ITS HEAD, KARLA IRASEMA QUINTANA OSUNA; FOR THE ATTORNEY GENERAL OF THE REPUBLIC, HEREINAFTER "THE FGR", THROUGH THE HEAD OF THE SPECIALIZED HUMAN RIGHTS PROSECUTOR'S OFFICE, SARA IRENE HERRERÍAS GUERRA; BY THE EXECUTIVE COMMISSION FOR ATTENTION TO VICTIMS, HEREINAFTER "THE CEAV", REPRESENTED BY THE HEAD OF THE GENERAL DIRECTORATE OF LEGAL AFFAIRS, GRISEL GALEANO GARCÍA AND THE GENERAL DIRECTOR OF FEDERAL LEGAL COUNSEL, DAVID ALEJANDRO JIMÉNEZ PADILLA; BY THE GOVERNMENT OF THE STATE OF SONORA, HEREINAFTER "SONORA", REPRESENTED BY THE SECRETARY OF GOVERNMENT, ÁLVARO BRACAMONTE SIERRA; AND ON THE OTHER HAND, ROBERTO ROCK LECHON, SECOND VICE-PRESIDENT OF THE INTERAMERICAN PRESS SOCIETY, WHO IS ACCOMPANYING THE CASE OF ALFREDO JIMÉNEZ MOTA AS A DIRECT VICTIM AND HIS RELATIVES JOSÉ ALFREDO JIMÉNEZ HERNÁNDEZ (FATHER), ESPERANZA MOTA MARTÍNEZ (MOTHER) AND LETICIA JIMÉNEZ MOTA (SISTER), HEREINAFTER "THE VICTIMS"; WHO, ACTING JOINTLY, WILL BE REFERRED TO AS "THE PARTIES", AND AS WITNESS OF HONOR, FRANCISCO ALFONSO DURAZO MONTAÑO, GOVERNOR OF THE STATE OF SONORA, IN THE FOLLOWING TERMS:

DECLARATIONS

- I. "THE GOVERNANCE" declares that:
 - I.1. It is an agency of the Centralized Federal Public Administration, in terms of the provisions of Articles 90 of the Political Constitution of the United Mexican States (**CPEUM**); 1st, 2nd, section I, 26th and 27th of the Organic Law of the Federal Public Administration (**LOAPF**) and 1st of the Internal Regulations of the Secretariat of Governance (**RISEGOB**).
 - I.2. In terms of the provisions of the third paragraph of Article 1 of the **CPEUM**, all authorities, within the scope of their competencies, have the obligation to promote, respect, protect and guarantee human rights in accordance with the principles of universality, interdependence, indivisibility and progressiveness. Likewise, the State must, among other things, repair human rights violations, in the terms established by law.
 - I.3. Pursuant to Article 27, Sections I and VII of the **LOAPF**, it is responsible, among other duties, for conducting the internal policy of the Federal Executive that is not expressly attributed to another agency, as well as overseeing compliance with the constitutional precepts by the country's authorities, especially with respect to human rights, and to dictate the necessary administrative measures to that end.

- I.4.** The Undersecretary of Human Rights, Population and Migration, Alejandro de Jesús Encinas Rodríguez, is empowered to sign this Agreement, in accordance with the provisions of Articles 2, Section A, subsection II and 6, subsections I, IX and XII of the **RISEGOB**.
- I.5.** “**THE UDDH**”, has the authority to address the recommendations issued by international human rights organizations, whose competence, procedure and resolution are recognized by “**THE MEXICAN STATE**”, in accordance with articles 2, paragraph B, section VI and 43 of **RISEGOB**.
- I.6.** The head of “**THE UDDH**”, Enrique Irazoque Palazuelos, has the authority to enter into this Agreement, in accordance with the provisions of Articles 2, Section B, subsection VI, 10, subsections I, V and XVIII; and 43 of the **RISEGOB**.
- I.7.** The Head of “**THE CNB**”, Karla Irasema Quintana Osuna, is empowered to enter into this Agreement, in accordance with the provisions of Articles 2, Section C, subsection VII, 115, subsections II, V and XXIII; and 153 of the **RISEGOB**.
- I.8.** For the purposes of this Friendly Settlement Agreement, its domicile is located at 99 Bucareli Street, Colonia Juárez, Territorial Demarcation of Cuauhtémoc, Postal Code 06600, Mexico City.
- II.** “**THE FGR**” declares that:
- II.1** It is an autonomous public body, endowed with legal personality and its own assets, which is responsible, among other matters, for investigating and prosecuting crimes, in accordance with the provisions of Articles 2, 5, second paragraph, and 10, Section XII of the Law of the Attorney General’s Office of the Republic (**LFGR**).
- II.2** The Head of the Specialized Prosecutor’s Office for Human Rights of “**THE FGR**” Sara Irene Herrerías Guerra, has the power to enter into, and issue legal instruments necessary for the performance of her duties, in accordance with articles 11, section VII and 12, section V of the **LFGR**.
- II.3** For all legal purposes of this Agreement, its domicile is located at Avenida Insurgentes, 14th Floor, Colonia Roma Norte, Territorial Demarcation of Cuauhtémoc, Postal Code 06700, Mexico City.
- III.** “**THE CEAV**” declares that:
- III.1** It is a decentralized, non-sectorized agency, with its own personality and assets, part of the Mexican State and may enter into collaboration agreements with the governments of the states and municipalities, as well as institutions of the social and private sectors, in terms of the guidelines established by the Commission, in accordance with Articles 18, 35 and 53 of the Regulations of the Victims General Law (**RLGV**).
- III.2** The Head of the General Directorate of Legal Affairs, Grisel Galeano García, and the General Director of the Federal Legal Counsel, David Alejandro Jiménez Padilla, are empowered to sign this legal instrument in accordance with Article 53 of the **RLGV**.
- III.3** For all legal purposes of this Agreement, its address is Ángel Urraza 1137, Colonia del Valle, Territorial Demarcation of Benito Juárez, Postal Code 03100, Mexico City.

IV. “SONORA” declares that:

IV.1 It is a free and sovereign State in all matters concerning its internal regime and is an integral part of the Federation, based on articles 40, 41, first paragraph, 42, section I, 43 and 116 of the **CPEUM**; and article 21 of the Political Constitution of the Free and Sovereign State of Sonora.

IV.2 The Secretariat of Government of the State of Sonora is an agency of the State Executive Branch contemplated in Articles 3, 22 section I and 23 of the Organic Law of the Executive Branch of the State of Sonora, with the powers and obligations set forth in the Political Constitution of the State of Sonora and the Organic Law referred to above; which has -among others- the power and obligation to conduct the relations of the Executive Branch with the Legislative and Judicial Branches, as well as with the City Councils of the State, authorities of other federal entities, autonomous constitutional bodies, parties, national or state political groups and social organizations.

IV.3 The Secretary of Government, Álvaro Bracamonte Sierra, accredits his personality with the appointment issued by the Constitutional Governor of the State of Sonora, as stated in official letter number 03.01.1-D-001/21 dated September 13, 2021, issued by the Constitutional Governor of the State of Sonora; and has sufficient powers to sign this Friendly Settlement Agreement, in accordance with Articles 4 and 6 sections I, II, XIX and XXII of the Internal Regulations of the Secretary of Government.

IV.4 That for the purposes of this instrument, the domicile is located on the second floor of the Government Palace, located at Avenida Dr. Paliza Building 0 and Comonfort, Colonia Centenario, Zip Code 83260, Hermosillo, Sonora.

V. “THE VICTIMS” declare that:

V.1 José Alfredo Jiménez Hernández is Mexican, of legal age and appears in the present act in his status of father of Alfredo Jiménez Mota.

V.2 Esperanza Mota Martínez also known as Esperanza Mota de Jiménez, is Mexican, of legal age and appears in the present act in her status of mother of Alfredo Jiménez Mota.

V.3 Leticia Jiménez Mota is Mexican, of legal age and appears in the present act, as sister of Alfredo Jiménez Mota.

V.4 The address indicated as legal domicile for purposes of this Friendly Settlement Agreement, is at [...].

VI. “THE PARTIES” declare that:

VI.1 Reciprocally recognize each other’s personality and appear at the signing of the Friendly Settlement Agreement, in accordance with Articles 48, paragraph 1, section f; and 49 of the American Convention on Human Rights (**ACHR**), and 40, 41, 46 and 48 of the Rules of Procedure of the Inter-American Commission on Human Rights (**RIACHR**).

VI.2 They acknowledge that this Agreement is entered into pursuant to the petition filed before the Inter-American Commission on Human Rights (**IACHR**) against “**THE**

MEXICAN STATE", initially processed under number P-348-09, currently identified under case number 13.007, under the name of "Alfredo Jiménez Mota and Family".

VI.3 On March 11, 2009, the **IACHR** received a petition from the Inter American Press Association claiming the international responsibility of "**THE MEXICAN STATE**" for alleged violations of rights enshrined in the **ACHR**, arising from the disappearance of journalist Alfredo Jiménez Mota.

VI.4 On December 17, 2015, the **IACHR** informed "**THE MEXICAN STATE**" that it approved Admissibility Report No. 58/15 of October 17, 2015 and declared the petition admissible in relation to the alleged violations of the rights protected in Articles 3, 4, 5, 7, 8, 13 and 25 of the **ACHR**, in relation to Article 1.1 thereof and Articles I and III of the Inter-American Convention on Forced Disappearance of Persons.

VI.5 It is their will to enter into the Agreement as follows:

CLAUSES

I. OBJECT OF THE AGREEMENT

I.1. OBJECT OF THE AGREEMENT.

The present Agreement has the purpose of settling case 13.007 "Alfredo Jiménez Mota" amicably, based on the acknowledgement of the facts that form the factual basis of the present Agreement and the violations to the human rights of "**THE VICTIMS**", to carry out the integral reparation for the damages that "**THE MEXICAN STATE**" will make in their favor.

The facts of the case are related to the alleged kidnapping and subsequent disappearance of the journalist of the newspaper "El Imparcial", Alfredo Jiménez Mota, which occurred on April 2, 2005, in the city of Hermosillo, state of Sonora, Mexico.

II. ACKNOWLEDGEMENT OF INTERNATIONAL RESPONSIBILITY

II.1. ACKNOWLEDGEMENT OF INTERNATIONAL RESPONSIBILITY.

"**THE MEXICAN STATE**" acknowledges, as stated by the **IACHR**, its international responsibility with respect to the violation of Articles 3, 4, 5, 7, 8, 13 and 25 of the **ACHR**, with regard to the general obligation to guarantee the rights contained in Article 1.1 thereof, and Articles I and III of the Inter-American Convention on the Disappearance of Persons for the events that occurred to the detriment of "**THE VICTIMS**", which generates its international responsibility towards "**THE VICTIMS**", as well as the obligation to make full reparations to them.

III. REPARATIONS

III.1 GENERAL OBLIGATIONS OF "THE PARTIES" WITH RESPECT TO REPARATIONS.

"**THE PARTIES**" recognize the obligation of "**THE MEXICAN STATE**" to make full reparation to "**THE VICTIMS**" and agree to the reparation measures specified in this Chapter.

The coordination of the compliance with the reparation measures will be in charge of the "**GOVERNMENT**", pursuant to articles 1, 2, section I, 26 and 27 of the **LOAPF** and 43 sections I, VI and X of the **RISEGOB**.

"**THE VICTIMS**" undertake to comply with the indispensable formal requirements for the granting of the following reparation measures:

III.2. SPECIFIC OBLIGATIONS: INVESTIGATION AND EFFECTIVE SEARCH.

A. INVESTIGATION.

"**THE MEXICAN STATE**" recognizes that the investigations are carried out in accordance with the obligations derived from the ACHR, Mexican law and in accordance with generally recognized principles, through the Special Prosecutor's Office for Attention to Crimes Committed against Freedom of Expression (**FEADLE**), of "**THE FGR**", in which there is a specific investigation plan which takes into account the considerations expressed by the victims in order to strengthen the existing lines of investigation, in which direct communication channels are guaranteed with "**THE VICTIMS**" and their legally accredited representatives within the investigation.

B. EFFECTIVE SEARCH.

"**THE MEXICAN STATE**", through the **CNB**, commits to elaborate and implement a Search Plan to find the whereabouts of Alfredo Jiménez Mota, in collaboration with the Attorney General's Office and the **CEAV**, within the scope of their respective attributions.

IV. REHABILITATION MEASURES

IV.1 IN HEALTH MATTERS.

"**THE MEXICAN STATE**", in coordination with the competent federal and/or state institutions, shall provide the measures intended to restore the health and dignity of "**THE VICTIMS**" in accordance with the following:

"**THE MEXICAN STATE**", undertakes to grant each one of "**THE VICTIMS**" adequate and free medical and psychological care, as well as the medicines found in the national compendium of health supplies, through the design of a health route which considers the place of residence of "**THE VICTIMS**", direct links and the accessibility of the services, through the public institutions of the "**MEXICAN STATE**".

For said purposes, the Mexican Institute of Social Security shall be established as the health care link for José Alfredo Jiménez Hernández (father of the victim) and Esperanza Mota Martínez (mother of the victim), since at the date of the signature of this instrument they are entitled to the services of said Institute.

The link of attention for Leticia Jiménez Mota (sister of the victim), will be the Secretary of Health of the State of Sonora.

"**THE VICTIMS**" agree to attend the consultations, examinations, evaluations, sessions, treatments or any kind of procedure established or derived from the agreements of "**THE PARTIES**". For such purpose, "**THE MEXICAN STATE**" shall grant the corresponding facilities for the rendering of the services under the terms of the applicable legal regulations.

If "**THE VICTIMS**" change their domicile to another state of the Mexican Republic, medical attention will be provided in their new place of residence, through the corresponding health authorities.

"**THE MEXICAN STATE**" shall not be obliged to provide medical or psychological care to "**THE VICTIMS**" if they decide to temporarily or permanently change their residence outside the national territory.

Notwithstanding the foregoing, if "**THE VICTIMS**" return to national territory, medical care may be resumed.

IV.2 LABOR REINSERTION.

"**THE MEXICAN STATE**" shall establish a link in the public institutions within six (6) months following the signing of this Agreement, to provide guidance on the procedures and requirements for Leticia Jiménez Mota to apply for a teaching position.

V. SATISFACTION MEASURES

V.1 ACT OF PUBLIC ACKNOWLEDGEMENT OF INTERNATIONAL RESPONSIBILITY AND APOLOGY.

"**THE MEXICAN STATE**" shall conduct an act of acknowledgment of international responsibility and apology to "**THE VICTIMS**" within 6 (six) months following the signature of this Agreement. Said act shall acknowledge the human rights violations committed in this case included by the **IACHR** in its Admissibility Report No. 58/15; namely: Articles 3, 4, 5, 7, 8, 13 and 25 of the **ACHR**, in connection with Article 1.1 thereof and Articles I and III of the Inter-American Convention on Forced Disappearance of Persons.

This act of recognition and apology will be headed by the Undersecretary of Human Rights, Population and Migration of "**GOVERNANCE**" to which the Governor of the State of Sonora shall attend.

The particular content of the act of acknowledgment of international responsibility is incorporated into this Friendly Settlement Agreement (**ANNEX 1**). Said annex was agreed upon by "**THE PARTIES**" in accordance with the provisions of this clause.

"**THE MEXICAN STATE**" will guarantee and cover the expenses for the participation of "**THE VICTIMS**" and their accompanying persons in this act of acknowledgement and apology.

Said acknowledgment, and the facts of the case, must be published in the Official Gazette of the Federation and on the "**GOVERNANCE**" website. Additionally, it must be published in a newspaper of wide national circulation, as well as in a newspaper of Sonora.

V.2 "ALFREDO JIMÉNEZ MOTA" STREET IN EMPALME, SONORA.

The Secretariat of Government of Sonora, respecting the constitutional autonomy of the Municipality of Empalme, will take the necessary steps to pave and rename the first street in the East neighborhood of the municipality of Empalme, where the Jiménez Mota family lives, with the full name of the victim "Alfredo Jiménez Mota Street" within one (1) year as of the signing of this Agreement.

VI. MEASURES OF NON-REPETITION

VI.1 TRAINING COURSES.

"**THE MEXICAN STATE**", through the Attorney General's Office, will continue with the training plan for public servants who, due to their functions, may have direct interaction with cases

related to the prevention, investigation, and punishment of crimes against journalists and/or freedom of expression.

Likewise, an improvement of the protocols of the Protection Mechanism for Human Rights Defenders and Journalists of "**GOVERNANCE**" with international practices will be sought to generate greater collaboration and coordination between federal and state authorities.

VII. COMPENSATION MEASURES

VII.1 ECONOMIC COMPENSATION.

"**THE MEXICAN STATE**" will grant a payment corresponding to the damages suffered by "**THE VICTIMS**" as part of the compensation measures, which includes both material and non-material damages.

"**THE UDDH**" will take the necessary actions to make the corresponding payment derived from this Agreement, which will be executed in accordance with the Rules of Operation of the Trust for the Fulfillment of Human Rights Obligations (**RULES OF OPERATION**), published in the Official Gazette of the Federation on May 29, 2014.

The payment will be made considering the internationally recognized principles of compensating, to the extent possible, the loss, damages, and suffering, taking into account the concepts specified in the following clauses and whose figures are specified in **ANNEX 2**, of this Agreement, which was prepared in accordance with the agreements taken at the Fourteenth Ordinary Session of the Technical Committee "**TRUST 10233 BANSEFI SNC, COMPLIANCE OF HUMAN RIGHTS OBLIGATIONS**" of February 9, 2021.

The amounts foreseen will be paid to "**THE VICTIMS**", within 6 (six) months following the signing of this Agreement, provided that they comply with the requirements set forth in the Mexican legislation for their delivery.

These payments shall be made on a one-time basis and constitute the total amount of economic reparations that "**THE MEXICAN STATE**" shall grant to compensate the damage derived from the violations expressed in Clause III.1.

Once the payments contemplated in this Agreement are disbursed in favor of "**THE VICTIMS**", they may no longer claim from any authority of "**THE MEXICAN STATE**" the payment of an additional amount for integral reparation of the damage.

"**THE VICTIMS**" express their conformity with the amounts established in this Agreement.

VIII. THE ENTIRETY OF THE AGREEMENT

VIII.1. THE ENTIRETY OF THE AGREEMENT.

This Agreement, together with its **ANNEXES 1** and **2**, constitute a single document whose signing by "**THE PARTIES**" shall be reported to the **IACHR** by "**THE MEXICAN STATE**".

IX. CONFIDENTIALITY

IX.1. CONFIDENTIALITY.

The publicity of this Agreement shall be subject to the provisions of the General Law of Transparency and Access to Public Information, the Federal Law of Transparency and Access

to Public Information, the General Law of Protection of Personal Data in Possession of Obligated Parties, the Federal Law of Protection of Personal Data in Possession of Private Parties, its Regulations, and other applicable legal provisions.

Likewise, in order to fully comply with the purpose of this Friendly Settlement Agreement and should "**THE PARTIES**" have access to personal data for which the other Party is responsible, they hereby agree to: (i) process such personal data solely for the purposes of the development of the Agreement; (ii) refrain from processing the personal data for purposes other than those instructed by the other Party; (iii) implement the security measures in accordance with the General Law of Transparency and Access to Public Information, the General Law of Protection of Personal Data in Possession of Obligated Parties, the Federal Law of Protection of Personal Data in Possession of Private Parties, the Federal Law of Transparency and Access to Public Information, its regulations and other applicable provisions; (iv) keep confidentiality with respect to the personal data processed; (v) delete the personal data subject to processing once the Agreement is terminated; and (vi) refrain from transferring the personal data.

Should either of "**THE PARTIES**" become aware of personal data other than those indicated in the preceding paragraph, which are contained in records, databases or any other means belonging to the other Party, both Parties hereby undertake to comply with the provisions of the General Law for the Protection of Personal Data in Possession of Obligated Parties, the Federal Law for the Protection of Personal Data in Possession of Private Parties, the General Law of Transparency and Access to Public Information and the Federal Law of Transparency and Access to Public Information, as the case may be, as well as the privacy notices of each of them, in the understanding that in the absence of consent of the owners of such personal data, they must refrain from conducting any kind of processing of such data.

This document is part of the right to the truth of "**THE VICTIMS**" and of the society.

X. TERMINATION OF THE AGREEMENT AND EARLY SATISFACTION OF OBLIGATIONS

X.1. TERMINATION DUE TO FULFILLMENT OF THE PURPOSE OF THE AGREEMENT.

This Agreement shall be terminated once its purpose has been fulfilled and the remedies stipulated herein have been implemented by "**THE MEXICAN STATE**" in favor of "**THE VICTIMS**".

None of "**THE PARTIES**" shall be held responsible for any delay or non-compliance in the performance of this Agreement resulting directly or indirectly from fortuitous cases or force majeure. In the event that the causes which gave rise to the delay or non-compliance referred to above disappear, the execution of the present instrument shall be restored.

Any of "**THE PARTIES**" may request the **IACHR** to determine compliance with this Agreement.

X.2. SUBSTANTIAL BREACH OF THE AGREEMENT.

"**THE VICTIMS**" may request the **IACHR** to terminate this Agreement in advance when 3 (three) years after its signature, there is a substantial breach by "**THE MEXICAN STATE**" of three or more obligations arising from the latter, in which case the **IACHR** will either issue a report on the merits or determine with full jurisdiction to forward it to the Inter-American Court of Human Rights.

X.3. EARLY SATISFACTION OF OBLIGATIONS.

"**THE PARTIES**" mutually recognize each other's authority to request the **IACHR** to consider this Agreement as fulfilled when "**THE PARTIES**" have complied with the obligations arising from it.

X.4. PROCEDURE FOR EARLY TERMINATION OF THE AGREEMENT AND SATISFACTION OR BREACH OF OBLIGATIONS.

Only the **IACHR** shall have the power to determine whether this Agreement may be terminated early or whether any obligation arising from this Agreement has been satisfied or not. In this sense, should either of "**THE PARTIES**" wish to terminate this Agreement early or consider any obligation derived from this Agreement satisfied or unfulfilled, it shall inform the **IACHR** and request it to rule on the matter.

"**THE PARTIES**" shall request the **IACHR**, once it receives the request referred to in the preceding paragraph, to inform the other Party and to give the latter a reasonable opportunity to comment thereon and to present the evidence it deems pertinent.

Should it be "**THE VICTIMS**" who request the early termination of the Agreement, if the **IACHR**, having heard "**THE PARTIES**", considers that some of the grounds for early termination of the Agreement contained in Clause X have been met, "**THE PARTIES**" shall request it to proceed, *mutatis mutandis*, in accordance with the provisions of Article 40.6 of the **IACHR's Rules of Procedure**.

In the event that it is "**THE MEXICAN STATE**" who requests the early satisfaction of an obligation of the Agreement, if the **IACHR**, having heard "**THE PARTIES**", considers that some of the grounds contained in Clause X are met, "**THE PARTIES**" expressly agree and shall request the **IACHR** to decree the fulfillment of the obligation in question or of the entirety of the Agreement, as the case may be.

X.5. PROHIBITION ON UNILATERAL TERMINATION OF THE AGREEMENT.

None of "**THE PARTIES**" may unilaterally terminate this Agreement, since the **IACHR** shall be the only body empowered to terminate the Agreement or to determine the anticipated satisfaction or breach of obligations contained therein.

XI. APPLICABLE LAW, INTERPRETATION AND DISPUTE RESOLUTION

XI.1. APPLICABLE LAW.

This Agreement is based on Articles 48, paragraph 1, subparagraph f and 49 of the **ACHR** and Articles 40, 41, 46 and 48 of the **IACHR's Rules of Procedure**.

XI.2. INTERPRETATION OF THE AGREEMENT.

"**THE PARTIES**" agree that for the resolution of any conflict which may arise in the interpretation and/or implementation of this Agreement, in the first place, the literal interpretation of the terms of the Agreement shall be applied and, only in the event that this produces an ambiguous or manifestly unreasonable result, the interpretation which best protects the rights of "**THE VICTIMS**" shall be chosen, as well as the principles of interpretation established by international human rights law.

XI.3. DISPUTE RESOLUTION.

The present Friendly Settlement Agreement is a product of the good faith of "**THE PARTIES**", so that any conflict that may arise regarding interpretation, execution, operation or breach shall be resolved by mutual agreement.

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

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

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

XII. SUPERVISION AND HOMOLOGATION OF THE AGREEMENT

XII.1. JOINT REQUEST TO THE IACHR.

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

In turn, in accordance with Article 40.5 of the **IACHR**, "**THE PARTIES**" request the **IACHR** to issue a homologation report within its Period of Sessions following the signature of this Agreement.

XIII. ENTRY INTO FORCE

XIII.1. ENTRY INTO FORCE.

This Agreement shall become effective upon signature by "**THE PARTIES**".

Having read the Friendly Settlement Agreement and "**THE PARTIES**" being aware of its scope and legal content, they sign it on the margin and at the bottom in 10 (ten) copies in the City of Empalme, Sonora on December 8, 2021.

IV. DETERMINATION OF COMPATIBILITY AND COMPLIANCE

15. The IACHR reiterates that according 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 to undertake this procedure expresses the good faith of the State to comply with the purposes and objectives of the Convention by virtue of the principle *pacta sunt servanda*, by which the States must comply in good faith with the obligations assumed in the treaties³. It also wishes to reiterate that the friendly settlement procedure contemplated in the Convention allows for the termination of individual cases in a non-contentious manner, and has proven, in cases involving several countries, to offer an important vehicle for settlement, which can be used by both parties.

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

³ Vienna Convention on the Law of Treaties, U.N. Doc. A/CONF.39/27 (1969), Article 26: "**Pacta sunt servanda**". *Every treaty in force is binding upon the parties to it and must be performed by them in good faith.*

17. The Inter-American Commission values the declaratory clause II.1, in which the Mexican State recognizes its international responsibility for the violation of the rights to life, integrity and personal liberty, freedom of expression, fair trial and protection, set forth in Articles 3, 4, 5, 7, 8, 13 and 25 of the American Convention, in relation to Article 1.1 thereof and Articles I and III of the Inter-American Convention on Forced Disappearance of Persons to the detriment of Alfredo Jiménez Mota.

18. Given the information submitted by the parties so far and in accordance with the request of the parties, it is the Commission's responsibility to assess compliance with the components contained in this friendly settlement agreement.

19. With regard to clause III.2.a) concerning the investigation into the death of the victim, the State reported that the investigations are being conducted through the Office of the Special Prosecutor for Crimes against Freedom of Expression of the Office of the Attorney General of the Republic and, in turn, stated that there is an investigation plan which takes into account the considerations expressed by the victims with a view to strengthening the existing lines of investigation in which direct channels of communication between victims and representatives are guaranteed. On the other hand, regarding clause III.2.b) concerning the effective search for the victim, the State informed that the National Search Commission (Comisión Nacional de Búsqueda, **CNB**) undertook to prepare and implement a Search Plan to find the whereabouts of the victim. On this point, on May 17, 2022, the petitioners held that to date they have had no knowledge either of progress in the investigation or of the implementation of the Search Plan. Therefore, the Commission considers that both points of the FSA have yet to be fulfilled and declares it as such. The Commission awaits detailed information from the State on the actions taken to investigate and implement the Search Plan.

20. Regarding clause IV.1 on rehabilitation measures, on February 23, 2022, the State reported that, in keeping with its obligation to provide adequate and free medical and psychological care and medication to the father, mother and sister of Alfredo Jiménez Mota, a specific health route with links to the Mexican Social Security Institute (IMSS) and the Ministry of Health of the State of Sonora is in place. In that sense, on May 17, 2022, the representatives of the petitioner informed that the health care so far is adequate, and the only difficulties verified have been in connection to access to medicines. Therefore, the Commission considers that this point of the FSA has been partially complied with and declares it as such.

21. With respect to clause IV.2 concerning Leticia Jiménez Mota's reinsertion into the labor market, the State informed that it would establish a liaison in the public institutions to facilitate the procedures and requirements for the victim's sister to apply for a teaching position. It also stated that, to make this liaison effective, Leticia Jiménez Mota must have a professional license to enter the procedure. In this regard, the petitioner stated that it has not received any information regarding this point of the Agreement. Taking into consideration the foregoing, the Commission considers that this point of the FSA is pending compliance and declares it as such.

22. Regarding clause V.1 concerning the public act of acknowledgment of responsibility, as reported by the parties, on December 8, 2011, a public act of acknowledgment of responsibility and apology was held at "El Tinaco" Independence Square in Empalme, Sonora, the city where Jiménez Mota's family resides. The event was presided over by the Undersecretary of Human Rights, Population and Migration and was also attended by the Governor of the State of Sonora, the Municipal President of Empalme, and representatives of the Inter-American Press Association and *El Imparcial* Newspaper⁴.

23. The State also held that, prior to the event, it made improvements to the square where the event was to take place. The State also provided information on the contents of the program for the act of acknowledgment of responsibility and its publication, which included welcoming remarks by the Undersecretary for Human Rights, Population and Migration, an explanation of the contents of the FSA, the signing of the Friendly Settlement Agreement, the State's public apology and an explanation of the social context by the Governor and, finally, an intervention on behalf of the victims by José Alfredo Jiménez Hernández.

⁴ Available electronically at: <https://facebook.com/SecretariaGobernacion/videos/624722791997348>

24. In its apology, the Mexican State, through the Undersecretary of Human Rights, Population and Migration, indicated that:

[...]

The Mexican State regrets the events of April 2, 2005, which resulted in the violation of Articles 3, 4, 5, 7, 8, 13 and 25 of the American Convention on Human Rights, in relation to the general obligation to guarantee rights contained in Article 1.1 thereof, and Articles I and III of the Inter-American Convention on Forced Disappearance of Persons.

In our capacity as representatives of the State, and based on the principle of good faith, we wish to endorse the recognition of responsibility for the violation of your human rights.

May you receive on behalf of the State an unequivocal and profound apology for the events you suffered; may you find in this act an expression of solidarity and commitment of the State with your suffering and indignation. Please know that nothing and no one is above the law or justice; that the Government of Mexico, through the Federal Executive, as well as the other branches of the Union and levels of government, works permanently to prevent the repetition of this type of acts.

That this act is a clear demonstration of the Mexican State's inexorable rejection towards human rights violations.

[...]

25. On the other hand, regarding the last paragraph of the same clause related to the publication of the act of acknowledgment of responsibility through its publication in the Official Gazette of the Federation, on the Government's web page, in a newspaper of wide national circulation, as well as in a newspaper in Sonora, according to the petitioners, the act was published on the SEGOB's web page⁵. Furthermore, the Commission was able to corroborate the publication of a press release on this event in *El Imparcial* newspaper⁶. However, the parties did not provide information confirming the publication of the act in the Official Gazette of the Federation and in a local newspaper in Sonora. Therefore, the Commission considers that clause V.1. has a substantial level of partial compliance and declares it as such. Therefore, the Commission would be awaiting confirmation from the parties on the missing publications referred to determine the total satisfaction of this end of the agreement.

26. As for Clause V.2 regarding the paving and naming of First Street in the East neighborhood of the municipality of Empalme with the victim's name, the State reported that the government of the state of Sonora is taking the necessary administrative steps to comply with this measure. For its part, the petitioner reported that, for the victim's family, this measure is one of the most important and that the street has already been paved, but the street has not yet been named. Therefore, the Commission considers that clause V.2 has been partially complied with and declares it as such.

27. With regard to clause VI.1 on training courses for public servants who, because of their functions, may have direct interaction with cases related to the prevention, investigation, and punishment of crimes against journalists and/or freedom of expression, the State reported that it is continuing with the plan and that it will seek to improve the protocols of the Protection Mechanism for Human Rights Defenders and Journalists of the Ministry of the Interior with new international practices to achieve greater collaboration and

⁵ On this matter see, Website SEGOB, Mexican State offers public apology to the family of journalist Alfredo Jiménez Mota. Published on December 8, 2021. Available at: <https://www.gob.mx/segob/galerias/ofrece-estado-mexicano-disculpa-publica-a-familia-del-periodista-alfredo-jimenez-mota-290038>

⁶ In this regard see, Diario El Imparcial, Act of reparation of the Alfredo Jimenez case satisfies entities. Available at: <https://www.elimparcial.com/sonora/sonora/Satisface-acto-de-reparacion-de-caso-Alfredo-Jimenez-a-organismos-20211208-0032.html>

coordination between federal and state authorities. In this respect, the petitioner reported that it has had no relevant information on compliance with this aspect of the agreement. By virtue of the foregoing, the Commission considers that this point is pending compliance and declares it as such.

28. With respect to clause VII.1, concerning economic reparation, the State informed that on December 31, 2021, the victims received the totality of the amounts stipulated in Annex 2 of the FSA. In this regard, both parties having confirmed compliance with the measure, the Commission considers that the State has complied with the commitment established in this point of the agreement and therefore declares it to be totally complied with.

29. Therefore, the Commission considers that clause VII.1 (economic compensation) is fully complied with and declares it as such. At the same time, the Commission considers that clause V.1 (Act of public acknowledgement and its dissemination) has a partial substantial level of compliance and that clauses IV.1 (health measure) and V.2 (paving and street naming) are partially complied with and declares it as such. Finally, the Commission concludes that clauses III.2.a, and III.2.b (investigation and effective search), IV.2 (labor reinsertion) and VI.1 (training courses) are pending compliance and declares it as such.

30. In addition, the Commission considers that the rest of the content of the friendly settlement agreement is of a declarative nature, and it is therefore not its responsibility to supervise it. Finally, the Commission considers that the agreement has a partial level of compliance and will continue to monitor the implementation of the aforementioned clauses until they are fully implemented.

V. CONCLUSIONS

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

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

THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS

DECIDES:

1. To approve the terms of the agreement signed by the parties on December 8, 2021.
2. To declare full compliance with clause VII.1 (economic compensation) of the friendly settlement agreement, according to the analysis contained in this report.
3. To declare partial substantial compliance with clause V.1 (act of recognition and its publication) of the friendly settlement agreement, pursuant to the analysis contained in this report.
4. To declare partial compliance with clauses IV.1 (health measure) and V.2 (paving and street naming) of the friendly settlement agreement, in accordance with the analysis contained in this report.
5. To declare clauses III.2.a and III.2.b (investigation and effective search), IV.2 (reinsertion into the labor market) and VI.1 (training courses) of the friendly settlement agreement pending compliance, in accordance with the analysis contained in this report.
6. To continue with the supervision of clauses V.1 (act of recognition and its publication); IV.1 (health measure) and V.2 (paving and street naming); III.2.a and III.2.b (investigation and effective search); IV.2 (labor reinsertion) and VI.1 (training courses) of the friendly settlement agreement, until their full compliance

according to the analysis contained in this report. To this end, remind the parties of their commitment to report periodically to the IACHR on their compliance.

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

Approved by the Inter-American Commission on Human Rights on July 25, 2022. (Signed): Julissa Mantilla Falcón, President; Edgar Stuardo Ralón Orellana, First Vice President; Margarete May Macaulay, Second Vice President; Esmeralda E. Arosemena de Troitiño; Carlos Bernal Pulido and Roberta Clarke Members of the Commission.