

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, THE UNITED
MEXICAN STATES, AND CANADA.

RAPID RESPONSE LABOR PANEL CONCERNING CAMINO ROJO MINE.
(MEX-USA-2024-31A-02)

PANEL'S FINAL
DETERMINATION
[PUBLIC VERSION]

RAPID RESPONSE LABOR MECHANISM
PANEL ESTABLISHED PURSUANT TO ARTICLE 31-A.5.3 OF THE USMCA

February 13, 2026

Panel Members

Pablo Lazo Grandi (Chair)

Janice R. Bellace,

Graciela Irma Bensusán Areous,

Term	Full name
CBA	Collective Bargaining Agreement
CEACR	Committee of Experts on the Application of Conventions and Recommendations.
Center or CFCRL	Federal Center for Labor Conciliation and Registration
CFAILO	Committee on Freedom of Association of the International Labour Organization
Vienna Convention	Vienna Convention on the Law of Treaties of 1969
CPEUM or Mexican Constitution	Political Constitution of the United Mexican States
CTM	Confederation of Mexican Workers
MNCs	Multinational Companies
NGEs	Non-Governmental Entities
FNSI	Federación Nacional de Sindicatos Independientes
IMSS	Mexican Social Security Institute
INFONAVIT	National Fund Institute for Workers' Housing
LFT	Federal Labor Law
MCR, Covered Facility, or Minera Camino Rojo	Minera Camino Rojo, S.A. de C.V.
México	United Mexican States
Beneficio de Minas	Sindicato Nacional de Trabajadores Mineros, Metalúrgicos y Similares de la República Mexicana [National Union of Workers for Mining, Metalworking and Similar of the Mexican Republic]

Mineros o Mineros Union	Sindicato Nacional de Trabajadores Mineros, Metalúrgicos, Siderúrgicos y Similares de la República Mexicana [National Union of Workers for Mining, Metalworking, Iron and Steel, and Similar of the Mexican Republic]
RRLM	Facility-Specific Rapid Response Labor Mechanism
ILO	International Labour Organization
WTO	World Trade Organization
Panel	Panel established pursuant to Article 31-A.5 (Requests for the Establishment of a Rapid Response Labor Panel) of the USMCA.
Petition or Request for the Establishment of a Panel	Request for Establishment of a Panel filed by the United States on December 12, 2024, under Article 31-A.5.1(a) (Requests for Establishment of a Rapid Response Labor Panel).
UNGPs	UN Guiding Principles on Business and Human Rights
Rules of Procedure	Rules of Procedure for Chapter 31 (Dispute Settlement)
SAT	Tax Administration Service
SCJN	Supreme Court of Justice of the Nation
Section 335	Active Section of the Mineros Union in Mazapil, Mina Camino Rojo.
SEDENA	Mexican Ministry of National Defense
STPS	Ministry of Labor and Social Welfare
SSMTLC or Secretariat	Mexican Section of the Secretariat of Free Trade Agreements

USMCA	Agreement between the United States of America, the United Mexican States, and Canada that entered into force on July 1, 2020.
TLFAC	Federal Labor Court for Collective Affairs
U.S. DOL	United States Department of Labor.
INE	National Electoral Institute
REPSE	Registry of Specialized Services or Specialized Works Suppliers

PROVISIONAL

I. INTRODUCTION

1. **Beginning.** On June 24, 2024, the Sindicato Nacional de Trabajadores Mineros, Metalúrgicos, Siderúrgicos y Similares de la República Mexicana (Mineros Union) filed a petition with the Department of Labor of the Government of the United States of America under domestic process in relation to the Facility-Specific Rapid Response Labor Mechanism (RRLM), claiming that Denial of Rights to Freedom of Association and Collective Bargaining was committed at Orla Mining Ltd., Minera Camino Rojo S.A. de C.V. in Mazapil, Zacatecas, Mexico. ("Covered Facility" or "MCR")
2. **Communication from the United States of Receipt of the Petition on Camino Rojo.** On July 1, 2024, the United States notified Mexico that it had received the aforementioned complaint and that it was reviewing it.
3. **Request for Review.** On August 29, 2024, the United States requested, pursuant to Article 31-A.4.2 of the Agreement between the United States, Mexico, and Canada (USMCA), that Mexico conduct a review of whether a Denial of Rights was occurring at the Camino Rojo Mine in Mazapil, State of Zacatecas, Mexico, arguing that, in accordance to Article 31-A.2 of the USMCA there was a violation to the right to freedom of association and collective bargaining of MCR workers.
4. **Response of Mexico.** In response to the United States' written communication, Mexico agreed on September 4, 2024 to conduct the requested review.
5. **Report of Mexico.** On October 11, 2024, Mexico sent a report to the United States with the results of the Internal Review on the alleged Denial of Rights, in accordance with the provisions of Article 31-A.4 (4) (hereinafter the STPS Report).
6. **Results of the STPS Report.** In its report, the Government of Mexico states that "there were indications of employer interference" but with respect to the remaining reasons for complaint by the United States, no evidence was found to support them. In

addition, with respect to threats of physical violence and de facto physical violence, the STPS stated that it lacked the authority to investigate acts that could be considered criminal offenses. Finally, the STPS report invokes that the MCR published a letter of neutrality and guidelines of conduct. Accordingly, the Government of Mexico expressed its willingness to consult with the United States pursuant to Article 31-A.4.6 (requests for review and remediation).

7. **U.S. Disagreement.** On December 12, 2024, the United States communicated its disagreement with Mexico's determination with the results of the internal investigation.
8. **Petition of the United States.** On the same date, the United States requested the USMCA Secretariat to establish a Panel pursuant to Article 31-A.5.1 (a) of the USMCA. It based its Petition on the fact that there is a Denial of Rights for the following reasons:
 - a) The Covered Facility is interfering with the rights of workers to participate in organizing activities, supporting and offering preferential treatment to the Sindicato Nacional de Trabajadores de la Exploración, Explotación y Beneficio de Minas en la República Mexicana [Beneficio de Minas Union], an organization not authorized to represent workers in collective bargaining at the time the Denial of Rights began. The interference included offering preferential treatment to workers and coercing or pressuring workers to support the Beneficio de Minas Union and discouraging workers' support for the Mineros Union, including through threats of dismissal and reprisals;
 - b) Beneficio de Minas Union, in coordination with the Covered Facility, is discriminating against and discouraging workers' support for the Mineros Union and obtaining benefits from the employer outside the collective agreement;
 - c) With the knowledge or acquiescence of company directors (managers) and representatives of the Beneficio de Minas Union, workers at the Covered Facility have suffered threats of violence and [de facto] actual violence caused by their association efforts, violating their right to join organizations of their choice and to enjoy adequate protection against any act of interference, and

- d) Actions by the Covered Facility and the Beneficio de Minas Union led to a vote on the ownership of the collective bargaining agreement at the Covered Facility that was supported by coerced affiliated workers.

In addition, the United States considers that this Denial of Rights has not been remediated by the actions described in Mexico's report and that it continues to exist. According to the United States, the facts involved in the Denial of Rights described above are the result of non-compliance with various provisions of Mexican law, including the following provisions of the Federal Labor Law: Articles 2; 133 (IV); Article 133 (V); Article 133 (VII); Article 133 (XVII); Article 357; Article 378 (IV); Article 378 (V) and Article 378 (VIII).

Finally, the United States added that the MCR, located in Zacatecas, Mexico, is a Covered Facility since it produces a good traded between the Parties involving mining or produces a good that competes in the territory of a Party with a good of the other Party. That in this case the Facility extracts gold and other minerals and that given the significant trade between Mexico and the United States in gold and other minerals, the MCR Facility is a "Covered Facility."

9. **Establishment of the Panel.** On December 20, 2024, the Secretariat established a Panel pursuant to Article 31-A.5.3 of the RRLM. The members of the Panel were chosen by lot from the lists of panelists established in accordance with the Rules of Procedure, and were made up of the following members:

Janice R. Bellace, from the U.S. list

Sergio Pallares y Lara, from the Mexico list, and

Pablo Lazo Grandi, from the joint list and Chair of the Panel

10. **Confirmation of the U.S. Petition.** On January 10, 2025, and pursuant to Article 31-A.6 of the RRLM, the Panel confirmed the United States' Petition dated December 12, 2024, considering that the requirements for such a decision were met.

11. **Request for Verification.** On January 10, 2025, the Panel communicated a request for Verification to the Responding Party based on the circumstances and nature of the allegations made in the Complaining Party's Petition and required the Responding Party to provide a document setting forth the results of the investigation and the Responding Party's findings and any efforts it may have taken as a result of the request for review and remediation pursuant to the Article 31-A.4 of the RRLM.
12. **Acceptance of Verification.** On January 20, 2025, Mexico consented to the Panel's request for Verification.
13. **Resignation and new appointment.** After the resignation of panelist Sergio Pallares submitted on February 3, 2025, the procedure was suspended until February 13, the date on which Graciela Irma Bensusán Areous was appointed as the new panelist.
14. **Mexico's Initial Submission.** Filed on February 14, 2025, Mexico first invokes that the Panel lacks jurisdiction to settle this dispute, since the United States: "a) has not demonstrated the existence of a Covered Facility; b) criminal acts are not subject to the FSRRLM and, c) acts of individuals other than the employer are not subject to the FSRRLM."

On the merits and on the basis that the Panel considers that MCR is indeed a Covered Facility, Mexico states that the United States has not demonstrated the existence of a Denial of Rights, having the burden of proving it.

And thirdly, and in the event that it is considered that such a Denial has existed, it has been remediated, so that under no circumstances would there be a Denial of Rights.

15. **United States' Reply Submission.** On April 25, 2025, the United States submitted its response reiterating its request for the Panel, to the effect that: (1) MCR interfered with the union affairs of its facility by undermining the support of the Mineros Union and promoting affiliation to the Beneficio de Minas Union, affiliated with the Federación Nacional de Sindicatos Independientes (FNSI) [National Federation of Independent Unions]; 2) Beneficio de Minas and Camino Rojo pressured the workers who supported the Mineros Union and threatened them with dismissals, showed preference and offered preferential treatment; coerced workers to disaffiliate from the Mineros Union and join Beneficio de Minas and used violence and threats of violence against workers and their families; 3) That the acts and threats of violence are fundamentally contrary to the exercise and enjoyment of the rights to freedom of association and collective bargaining; 4) the United States claims that MCR is indeed a Covered Facility because it produces goods traded between the Parties and that compete in the Mexican domestic market, and 5) Finally, the United States invokes that the actions taken by Mexico are not sufficient to remediate the Denial of Rights.
16. **Invitation to Non-Governmental Entities (ENG).** On June 23, the Panel decided to request written submissions from the following ENGs. 1) Minera Camino Rojo Company. 2) Mineros Union. 3) Beneficio de Minas Union.
17. **Submission of ENG Beneficio de Minas Union.** The Beneficio de Minas Union submitted its written opinion on June 31, 2025.
18. **Submission of Minera Camino Rojo.** MCR submitted its written opinion on July 2, 2025.
19. **Submission of ENG Mineros Union.** It submitted its communication dated July 11, 2025.
20. **Mexico's Rebuttal Submission.** In its submission entitled "Mexico's Rebuttal Submission" dated September 4, 2025, this Party reiterates and complements its arguments in the initial submission by finally requesting that the Panel determine: a) That it does not have jurisdiction to settle this dispute, and b) That the United States has not demonstrated the existence of a Denial of Rights by Minera Camino Rojo.

Alternatively, Mexico requests the Panel to determine that the Denial of Rights alleged by the United States has already been remediated by the actions taken by MCR and the STPS.

21. **United States' Rebuttal.** On September 4, the United States insisted on its arguments to finally request that the Panel determine that a Denial of Rights occurred at Camino Rojo and that the actions taken by Mexico and MCR are not sufficient for its remediation.

22. **Request for Additional Information from ENG Mina Camino Rojo S.A. de C.V.** On September 12, 2025, it was agreed by the Panel to request additional information inquiring if the mine exports or has exported gold to the United States of America from the Facility located in Zacatecas and if the mine has made gold sales in the Mexican market.

23. **Response from Minera Camino Rojo.** On September 19, 2025, a response was received from MCR to the Panel's consultation.

24. **Verification and Public Hearing.** On October 10 and after confirmation by the Parties, it was determined that the Verification of this case would be conducted on December 16 and 17 in the City of Monterrey, State of Nuevo León and the Public Hearing at the Ministry of Economy in Mexico City, on December 18 and 19, 2025, which actually happened on the dates and places indicated.

25. **Delegations of the United States and Mexico.**

The following persons in the delegation of the United States of America participated in the Public Hearing:

Office of the U.S. Trade Representative

██████████, Head of Delegation, Deputy Assistant U.S. Trade Representative for Monitoring and Enforcement, Washington, D.C.

██████████, Associate General Counsel Washington, D.C.

██████████, Assistant General Counsel, Washington, D.C.

██████████, Director of Labor Affairs, Washington, D.C.

██████████, Legal Analyst, Washington, D.C.

██████████, Legal Analyst, Washington, D.C.

██████████, Research Analyst, Washington, D.C.

U.S. Secretary of Labor

██████████ Lead International Relations Officer, Washington D.C.

██████████, Lead Labor Attaché, U.S. Department of Labor, U.S. Embassy
Mexico City

██████████, Labor Assistant, U.S. Consulate in Monterrey

██████████ Senior Attorney Advisor, Washington D.C.

██████████, Labor Attaché, U.S. Consulate in Monterrey

The delegation of the United Mexican States was composed of the following persons:

Office of the Director General for Legal Counsel on International Trade

Alan Bonfiglio Ríos, Director General

Luis Fernando Muñoz Rodríguez, Area Director

Rafael Rodríguez Maldonado, Area Director

Alejandro Rebollo Ornelas, Area Director

Pamela Hernández Mendoza, Area Director

Oscar Manuel Rosado Pulido, Area Deputy Director

Sergio Alonso Patiño Reyes, Area Deputy Director

Marisela Vázquez Estrada, Head of Department

International Trade Negotiations Unit

Deborah María Alcocer Délano, Head of Unit

Office of the Director General for International Trade in Services and Investment

Antonio Nava Gómez, Director General

Sergio Alberto Solís Cabello, Area Director
Jessica Soriano Ronderas, Head of Department

Ministry of Labor and Social Welfare

Gabriel Alejandro Tamariz Sánchez, Head of Unit for Labor Policy and Institutional Relations

Isis Lizbeth Hernández Pichardo, Director of Legal Affairs

II. ON JURISDICTION.

2.1 Covered Facility.

2.1.1 Definition of Covered Facility.

26. Article 31-A.2 provides that the Mechanism "shall apply whenever a Party (the "Complaining Party") believes, in good faith, that workers at a Covered Facility have been denied the right to freedom of association and collective bargaining under the laws necessary to comply with the obligations of the other Party (the "Responding Party") under this Agreement (a "Denial of Rights")."

27. Pursuant to Article 31-A.15, a "Covered Facility" means a facility in the territory of a Party that:

- (i) produces a good or supplies a service traded between the Parties, or
- (ii) produces a good or supplies a service that competes in the territory of a Party with a good or a service of the other Party and is a facility in a Priority Sector. Mining is a priority sector.¹

The jurisdictional question before the Panel is whether the facility operated by Minera Camino Rojo (MCR), located in Zacatecas, Mexico, constitutes a "Covered Facility." Given the evidentiary record in this dispute, the Panel addresses in particular whether MCR satisfies Annex 31-A.15(i), i.e., whether it produces a good "traded between the Parties."

¹ "Priority Sector means a sector that produces manufactured goods... or involves **mining**."

In interpreting the term “traded between the Parties” in Annex 31-A.15(i), the Panel is guided by the customary rules of treaty interpretation reflected in Articles 31 and 32 of the Vienna Convention on the Law of Treaties.² The Panel further notes that prior RRLM determinations have interpreted the same treaty language. While not binding, such determinations may provide persuasive guidance when addressing the matter. In *Mexico – Measures Concerning Labor Rights at the San Martín Mine*, the panel adopted a facility-specific approach to the trade-nexus requirement and held:

*“Therefore, the Panel holds that to meet its burden of proving that a facility is a Covered Facility, the United States must demonstrate that the product or service referred to in Article 31.A-15 (i) and (ii) originates from the specific facility in question. In this case, the United States would have to demonstrate that the San Martín mine exported its production to the United States.” ...*³

Consistent with this facility-specific interpretation, the Panel considers that the requirement that the facility “produces a good or supplies a service traded between the Parties” is satisfied where the evidence on record demonstrates that the good produced by the facility at issue is exported to the territory of the other Party. Accordingly, evidence establishing that gold produced at Mina Camino Rojo is exported into the United States is sufficient to satisfy the “traded between the Parties” element of Annex 31-A.15(i).

28. The United States provided evidence from U.S. Customs and Border Protection records indicating that Orla Mining Ltd., the Canadian owner of Mina Camino Rojo (MCR), exported gold into the United States in 2024. The documentation collected by U.S. Customs does not specify the particular mine or mines from which the exported gold

² Vienna Convention on the Law of Treaties (adopted 23 May 1969, entry into force 27 January 1980) 1155 UNTS 331

³ (MEX-USA-2023-31A-01), Final Determination of the Panel (April 26, 2024) para. 52.

originated. The Panel also notes that there appears to be no other available source of information in the United States that would permit more mine-specific identification of the origin of the exported gold reflected in these records.

Mexico argued that the United States had not carried its burden of proof. Mexico did not, however, produce evidence demonstrating that gold from Mina Camino Rojo is not exported into the United States.

On September 12, the Panel requested information from the MCR asking whether Mina Camino Rojo exports gold to the United States from its plant located in Zacatecas and whether it sells within Mexico.

On September 19, 2025, the company responded in a letter signed by [REDACTED], [REDACTED]. In this letter, he stated: "[REDACTED]". [REDACTED]
[REDACTED]:

"... [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] ..."

29. [REDACTED]
[REDACTED]
[REDACTED]. Based on the evidence on the records, the Panel considers that the gold from MCR is exported to the United States.

30. In conclusion, the Facility of the company Minera Camino Rojo, a subsidiary of Orla Mining Ltd., is a Covered Facility pursuant to Article 31-A.15 (i). Having found that Annex 31-A.15(i) is satisfied, the Panel considers it unnecessary, as a matter of procedural economy, to examine whether MCR also meets the alternative criterion set out in Annex 31-A.15(ii).

2.2 Mexico's Lack of Consent for Criminal Matters to Be Part of the Subject Matter of the RRLM.

31. Mexico points out that no evidence has been provided to support the United States' complaint that company workers have been subjected to threats of violence and physical violence, nor that these have been reported to public authorities.⁴ It also points out that the RRLM applies only to denials of rights of freedom of association and collective bargaining and not to alleged acts constituting a crime.⁵

32. In response to Mexico's allegation, the United States responds that the violent acts suffered by the workers constituted a Denial of Rights pursuant to the RRLM and, furthermore, a direct violation of Article 378, Section IV of the Federal Labor Law (LFT). They add that this violence was exerted with the consent of MCR and used to directly interfere in union activities, as well as for discrimination and coercion intended to force workers to disaffiliate from the *Sindicato Minero* and join the *Sindicato Beneficio de Minas*. Moreover, they argue that an act of discrimination or coercion can constitute both a civil infraction and a criminal offense; the fact that an act may be considered a crime does not preclude it from also being considered a violation of civil law.⁶ If Mexico's suggestion were accepted, the USMCA would not address the worst forms of coercion and interference in union activity, which would undermine the objective of the RRLM.

⁴ Mexico's Initial Submission. February 14, 2025. para. 68

⁵ Mexico's Initial Submission. February 14, 2025, para. 70

⁶ It should be considered that in the United States, labor violations are included within civil violations as opposed to criminal offenses regulated by criminal law. Hence, reference is made to "civil law" in the aforementioned submission.

33. From the Panel's perspective, in order to address the issue of lack of jurisdiction, a distinction must be made between what is proper to the objection of lack of jurisdiction and what is the substantive issue of whether the facts constituting the Denial of Rights existed and whether they should be considered as violations of freedom of association and collective bargaining. Regarding the lack of jurisdiction, the Panel considers that the purpose of the request in the Petition of the Complaining Party is to declare that the facts alleged constitute a serious violation of the aforementioned rights and therefore, a Denial of Rights. And as for this circumstance, the Panel is precisely vested to decide whether or not such a Denial of Rights has occurred. The foregoing, without prejudice to the fact that when analyzing the substantive issues or the merits of this case, it must be established whether the facts on which it is based occurred, whether they are duly proven and whether they constitute violations of freedom of association and collective bargaining and a denial of rights, an analysis that will be made in due course.

34. Consequently, and given that the same act may constitute a violation of the labor rights of freedom of association and collective bargaining and at the same time a criminal offense, as for the labor content of the violation, the Panel considers that it does have jurisdiction.

2.3. On Whether the Acts of Individuals Other Than the Employer are Subject to the RRLM.

35. Mexico reports that the results of the STPS investigation refer to criminal matters that are not dependent on the employer and are not attributable to the latter.⁷ It further adds that, according to Articles 31-A.4 and 31-A.10, the RRLM refers to actions whose repercussions apply only to the employer at the Covered Facility and that, therefore, the RRLM is not the appropriate or permitted forum to verify alleged violations by individuals other than the employer that could constitute a Denial of Rights.⁸

36. The Panel also considers that this is a matter of substance, that is, to determine whether or not there is a Denial of Rights and consequently the objection of lack of jurisdiction

⁷ Mexico's Initial Submission, para. 71

⁸ Mexico's Initial Submission. 14 February 2025, paras. 75 and 76.

will be rejected, without prejudice to the fact that when analyzing the merits of the case, the evidence and the accredited circumstances will be reviewed, as well as the applicable law, to decide whether or not there was a Denial of Rights.

III. ON THE DENIAL OF RIGHTS AND THEIR REMEDIATION.

3.1. Allegations of the Parties

37. On December 12, the United States requested the USMCA Secretariat to establish a Panel pursuant to Article 31-A.5.1 (a) of the USMCA based on the existence of a Denial of Rights based on the following grounds:

(a) The Covered Facility is interfering with the rights of workers to participate in organizing activities, supporting and offering preferential treatment to the Beneficio de Minas Union, an organization that was not authorized to represent workers in collective bargaining in the company at the time the Denial of Rights began. The interference included offering preferential treatment to workers and coercing or pressuring workers to support the Beneficio de Minas Union and discouraging workers' support for the Mineros Union, including through threats of dismissal and retaliation;

(b) The Beneficio de Minas Union, in coordination with the Covered Facility, is discriminating against and discouraging workers' support for the Mineros Union and obtaining benefits from the employer outside the collective agreement.

(c) With the knowledge or acquiescence of company chief officers and managers and representatives of the Beneficio de Minas Union, the workers of the Covered Facility have suffered threats of violence and [de facto] actual violence caused by their efforts to associate, violating their right to join organizations of their choice and to enjoy adequate protection against any act of interference, and

(d) Actions by the Covered Facility and the Beneficio de Minas Union led to a vote on the Certificate of Representation at the Covered Facility that was supported by coerced affiliated workers.⁹

38. In addition, the United States points out that this Denial of Rights has not been remediated by the actions described in Mexico's Report and that the facts involved in the Denial of Rights violate Mexican law, in particular Articles 2; 133 sections (V); (VII); and (XVII); 357 paragraphs (1); (2); and (3); Article 378 (IV); 378 sections (IV), (V); and (VIII).
39. Mexico, in its Initial Submission of February 14, 2025, points out that the United States has the burden of proof to demonstrate that its claims constituted a violation of the LFT and that they constitute a Denial of Rights.
40. Mexico argues, first, that the United States cannot base its claims on good faith belief without providing evidence or reasons for the alleged violations, and that the Mechanism cannot be invoked in the light of internationally recognized principles, such as the principle of the burden of proof, the standard of proof, and the principle of good faith itself.
41. Thus, the United States was required to present its defense promptly and clearly, and to act in good faith at the outset and throughout the dispute. In this case, the presumption of good faith regarding the existence of a Denial of Rights only exceptionally authorized the United States, pursuant to Article 31-A.2, to initiate the proceedings, but it does not exempt it from the burden of proof or the standard of proof. Nor does it exempt it from demonstrating a violation of the Federal Labor Law, much less from proving the existence of a Denial of Rights.¹⁰
42. Second, Mexico argues that the complaining Party failed to identify the existence of absolute violations of the rights to freedom of association and collective bargaining.

⁹ The quote is verbatim from the U.S. Submission but the Panel understands that it refers to the vote to determine the ownership of the collective agreement.

¹⁰ Mexico's Initial Submission, paras. 78-82.

43. Mexico alleges that on several occasions the United States has invoked in its submission that Mexico determined a Denial of Rights that occurred at the Covered Facility, which is false, since the STPS only referred to "presumptions", "indications" and "lack of evidence" but never affirmed the existence of a Denial of Rights.¹¹
44. Although the STPS indicated in the results of the investigation that certain measures were taken to remediate possible violations to the LFT, this does not imply that it had explicitly or implicitly accepted a Denial of Rights at MCR.
45. Third, Mexico notes that the United States must comply with the principles of burden of proof and standard of proof and that the application of the principle *onus probandi incumbit actori* implies that the Party making a claim must assume the responsibility of proving it.
46. The foregoing is also reflected in Article 14 (1) of the USMCA Rules of Procedure and cites to this effect the *Avena* case before the ICJ and the case of *Carlos Sastre et al. against the United Mexican States*.¹²
47. Regarding the standard of proof, that is, the degree of evidence necessary to prove a fact or allegation, Mexico argues that it "answers the question of how much evidence is necessary to prove a point in dispute", citing to this effect the ICSID case of *Rompotrol v. Romania*¹³ where it is stated that when a disputing party alleges facts of considerable gravity against a State, it must meet a high and convincing standard of proof. It also quotes Judge Higgins in the case concerning Oil Platforms expressed as follows: the more serious the burden, the more reliable the evidence must be.¹⁴
48. Mexico also alleges that the United States does not mention, nor does it demonstrate, the way in which the actions it considers to be in violation infringe the articles cited in the LFT.

¹¹ Mexico's Initial Submission, para. 85.

¹² Mexico's Initial Submission, para. 90.

¹³ Mexico's Initial Submission, para. 91.

¹⁴ Mexico's Initial Submission, para. 92.

49. It adds that, without providing proof or evidence, attributes the acts committed by third parties unrelated to the dispute to the Covered Facility on alleged threats to workers.
50. Mexico alleges that under Article 31-A.2 of the USMCA, the Denial of Rights occurs when the "workers at a Covered Facility are being denied the right to freedom of association and collective bargaining under laws necessary." And since the text of the USMCA does not address the concept of "Denial", it must be analyzed according to its ordinary meaning, citing Article 31 of the Vienna Convention.¹⁵
51. Mexico goes on to refer to the definition of "Denial" as the action and effect of denying and "Deny" as prohibiting or banning or rejecting or not granting [something that is requested].¹⁶
52. From there, Mexico concludes that a Denial refers to a prohibition and not to a simple restriction of collective rights and that such a prohibition must be a legal, total and absolute impediment, which is contrary to a restriction, which is a limitation or reduction, and further cites various cases that, according to said Party, have confirmed this reasoning under the WTO.¹⁷
53. And consequently, in order to have a Denial, a simple act violating the LFT is not enough, but such violation must be of a degree that the workers are prevented to exercise in their entirety, at all, these rights.¹⁸
54. And then adds that for a Denial of Justice to occur, a "very high threshold" must be met, "due to the gravity of a charge which condemns the State's [...] system as such", citing the Philip Morris case.¹⁹

¹⁵ Mexico's Initial Submission, para. 99

¹⁶ Mexico's Initial Submission, para. 100.

¹⁷ Mexico's Initial Submission, paras. 102-103.

¹⁸ Mexico's Initial Submission, para. 104.

¹⁹ Mexico's Initial Submission, para. 105.

55. Moreover, it affirms that for a violation to constitute a Denial, there must be serious, clear and malicious measures committed in bad faith and that involve both the right to freedom of association and collective bargaining and that, therefore, the United States has not complied with the obligation with respect to the standard of proof.²⁰

56. First, on the allegations discouraging workers' support for the Mineros Union by means of alleged interference offering preferential treatment and exerting pressure or coercion to support the Beneficio de Minas Union, including knowledge of and acquiescence of violence or actual violence against the Mineros Union in its organizing efforts, Mexico argues²¹ that the alleged acts of violence are not attributable to the company and that there is insufficient evidence of coercion and preferential treatment to the Beneficio de Minas Union.

57. Mexico also alleges that, although Articles 133 and 357 of the LFT prohibit employer interference, the alleged acts of interference must be committed directly by the employers or indirectly through their representatives, citing Article 7 of the text entitled Responsibility of States for Internationally Wrongful Acts, which states²²:

"Article 7

Excess of authority or contravention of instructions.

The conduct of an organ of a State or of a person or entity empowered to exercise elements of the governmental authority shall be considered an act of the State under international law if the organ, person or entity acts in that capacity, even if it exceeds its authority or contravenes instructions."²³

58. It alleges that in the present case, the Mineros Union indicated that these acts were "due to the intervention of external factors" and that "they were threatened by third parties"

²⁰ Mexico's Initial Submission, paras. 106-115.

²¹ Mexico's Initial Submission, paras. 116-118.

²² Mexico 57. Resolution adopted by the United Nations General Assembly. 56/83, 85th plenary meeting on December 12, 2001.

²³ Mexico's Initial Submission, para. 124.

and that the foregoing was reiterated before the Federal Labor Court of Collective Affairs and that the same occurred before the Labor Inspection.²⁴

59. It adds that, even if there were acts of threats or violence, there is no evidence that they are linked to MCR, which cannot be held responsible for the actions of others.²⁵

60. To the foregoing, it adds that the concept of acquiescence cannot be applied either, which is equivalent to a qualified silence that allows silence to be interpreted in the face of events that require some type of action and that is understood as presumed consent, which requires a legal obligation to respond.

61. In addition, Mexico requires that there must be a link between the perpetrator of the event and the one who is liable, and that the damage has occurred in the exercise of obligations or services.²⁶

62. It adds that the Mineros Union did not resort to the competent authorities to file a criminal complaint against the acts of violence and threats and that the United States does not provide factual or legal elements that demonstrate how to attribute the acts of violence to MCR.²⁷

63. Second, with respect to the alleged coercion and alleged preferential treatment granted by MCR to the Beneficio de Minas Union, the accusations underlying this charge lack evidence and, on the contrary, the inspection carried out between September 23 and 27, 2024 by the Labor Inspection reveals the total absence of coercion or preferential treatment since 94% of the interviewees stated that they had not experienced or observed any form of interference or union preference on the part of MCR, except for a small group of 4 to 16 people who mentioned having witnessed interference (lack of neutral position, support from a union, rumors of dismissal and union preferences).²⁸ Additionally, in the extraordinary inspection of the STPS in January 2025, 68 of the 73

²⁴ Mexico's Initial Submission, paras. 125-127.

²⁵ Mexico's Initial Submission, para. 128.

²⁶ Mexico's Initial Submission, para. 130.

²⁷ Mexico's Initial Submission, paras. 131 and 132.

²⁸ Mexico's Initial Submission, para. 136.

people interviewed stated that they have not directly received any type of aggression from the company.

64. That, with regard to the promotion of the affiliation of workers and the audios in which workers are intimidated, the STPS determined that the audios could not be considered suitable or conclusive evidence since the authenticity or absence of alteration of the audios is unknown.
65. In addition, the Mineros Union did not provide evidence that would allow the identification of indications of threats of dismissal.
66. Of the 104 people interviewed by the STPS at MCR between September 23 and 27, 2024, only 7 people mentioned that the company had dismissed people due to their union activity, but "they had not been aware of the situation first-hand".
67. In fact, on January 10, 2025, another extraordinary inspection by the STPS registered only one of the 73 people interviewed reporting intimidating treatment.²⁹
68. Mexico adds that in the vote on special collective procedure 758/2024, both the Judge of the TLFAC and Court's Administrative Clerks guaranteed that the vote was personal, free, secret, direct, peaceful, agile and secure, without the presence of the employer or its representatives, or of persons outside the proceedings. 143 unionized workers participated in the vote out of a total of 167 with the right to vote. And as a result, the Beneficio de Minas Union obtained a total of 91 votes in favor and the Mineros Union 52. Based on the above, the Judgment of Ownership of the Special Collective Procedure 758/2024 of November 28 was issued, by which the TLFAC³⁰ found that the necessary formalities for the casting of the vote had been complied with and that the allegations of the responding Union regarding threats and intimidation were not proven and that during the development of the recount vote there was a presence of various security corporations that guaranteed the integrity of the attendees, especially citing the presence of ILO observers.³¹

²⁹ Mexico's Initial Submission, para. 140.

³⁰ Case of ownership in special collective procedure 758/2024. Judgment of November 28, 2024.

³¹ Mexico's Initial Submission, para. 150.

69. Third, there is no violation of Article 378 of the LFT on acts of violence, acts of simulation and acts of extortion unrelated to the CBA. The U.S. claim refers to the Beneficio de Minas Union and since it is not related to the employer, it is not among the violations subject to review under the RRLM and, moreover, there is no evidence to support it, therefore, the U.S. claims lack proximate cause since they do not concern MCR.

70. Mexico points out that, in accordance with the foregoing, there must be a reasonable connection between the affectation caused and the acts or measures alleged, which is achieved only when it is "proximate" and "direct" and not "remote" or "indirect", that consequently for the Denial of Rights to be attributable to MCR, the Denial had to be the immediate and direct result of its action and that the acts committed by MCR had to have an "efficient and proximate cause and source from which [the losses] were derived."

71. As for the argument of the United States regarding the cause by which the members of the Mineros Union are influenced to vote for the Beneficio de Minas Union, Mexico states that they were acts of violence committed by third parties. And these are not attributable to the company, since MCR's actions have not been a normal and natural consequence of the alleged Denial of Rights, nor can its actions be considered to constitute an attributable act, as a proximate cause. That "the proximate cause of the alleged Denial of Rights does not stem from the immediate and direct actions of MCR but from an external third party to whom there is no link."³²

(e) *Arguendo*, if any violation of freedom of association is found, it has not affected the right of the Mineros Union to collective bargaining.

72. Mexico adds that since the Beneficio de Minas Union is the current owner of the CBA with MCR, the right to collective bargaining of the Mineros Union is not affected, since

³² Mexico's Initial Submission, para. 159.

it lacks such a right, because the majority union is the Beneficio de Minas Union and its right as a minority union has not been violated or denied.

73. *Arguendo*, the indications of employer interference have already been remediated by the STPS and MCR.

74. In support of this allegation, Mexico invokes that the alleged employer interference has already been remediated through the following actions:

- Publication and dissemination of the neutrality letter
- Transparency guidelines governing conduct
- Zero tolerance for violations of the Neutrality Letter and Guidelines of Conduct, and
- Worker training.

75. According to Mexico, the above-mentioned measures contribute significantly to compliance with the principles of union democracy and to raising awareness among workers of their collective labor rights and to making them aware of the mechanisms to issued relevant complaints if the company violates their rights.³³

76. In addition, Mexico invoked that under the framework of the LFT or the Organic Law of the Federal Public Administration, the STPS does not have powers to investigate criminal offenses (i.e., physical violence, threats of violence, coercion or any other offense) and that no evidence was presented to confirm the existence of a criminal offense against the workers.

77. Based on the foregoing, Mexico concludes by requesting a declaration that there is no Denial of Rights in MCR and, *argüendo*, that the indications of employer interference have already been remediated.

78. In its Reply Submission dated April 25, 2025, the U.S. insists that MCR interfered in union affairs by belittling and undermining the strength and support of the CBA-owner Mineros Union and promoting affiliation to the external Beneficio de Minas Union.

³³ Mexico's Initial Submission, paras. 171 and 172.

79. Beneficio de Minas and MCR in a coordinated and independent manner pressured and threatened workers who advocated for the Mineros Union with dismissal and offered preferential treatment to workers who joined Beneficio de Minas, coerced workers at the Facility and used violence and threats of violence against workers and their families when they refused to join Beneficio de Minas.
80. That, contrary to Mexico's arguments, issues of violence cannot be artificially separated from workers' rights to freedom of association and collective bargaining and that acts and threats of violence are fundamentally contrary to and corrosive to the exercise and enjoyment of these rights.
81. That nothing in the text of the USMCA or Mexican Law suggests that only non-criminalized actions would be covered.
82. Among the factual background, the MCR began its start-up period in October 2021 and that, after the opening of the mine, the Mineros Union began to organize to establish itself as a representative union and after obtaining representativeness they bargained a CBA with the company, on September 7, 2021 reviewed every year since then.
83. That after obtaining representation rights at the facility, the workers reported that [REDACTED] [REDACTED]], [REDACTED], began to promote the Beneficio de Minas Union, backed by the FNSI, a white union or "protection union" commonly understood to support the interests of the employers over those of the workers.
84. That [[REDACTED]] [REDACTED] [REDACTED] to attend a meeting of the Beneficio de Minas Union in Monterrey on April 17, 2025 with normal day's pay.³⁴

³⁴ U.S. Initial Reply Submission, para. 21.

85. That the Human Resources department gave Sindicato de Minas Union members access to facilities and resources to organize meetings with their leaders and pressured workers to disaffiliate from the Mineros Union and join Beneficio de Minas by providing a computer to [[REDACTED]] for union work.

86. That [[REDACTED]] sent a message stating that "for those who do not sign the company will not give them the additional bonus after 90 days and it will be treason and they will be terminated from the company just like some who are already blacklisted."³⁵

87. Workers who refused to change unions were threatened with the loss of their jobs, the revocation of bonuses and the termination of their right to the additional 90 days of profit sharing (known as PTU).³⁶

88. "Evidence shows that workers were directed to take these actions in support of Beneficio de Minas by [[REDACTED]] also known as [[REDACTED]], an individual employed by Camino Rojo."³⁷

89. The U.S. add that [[REDACTED]] has full access to the facility and mining operations and can bypass security and that he regularly attended and interrupted union meetings, intimidated workers, entered the main areas of the facility and lingered by the entrance of the mine to catalog which workers were entering and leaving the mine."³⁸

90. That "on April 20, 2024, [[REDACTED]]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [[REDACTED]] arrived at the meeting and threatened the workers, and by the conclusion of the meeting, twenty workers had signed with Beneficio de

³⁵ U.S. Initial Reply Submission, para. 23.

³⁶ U.S. Initial Reply Submission, para. 24.

³⁷ U.S. Initial Reply Submission, para. 24.

³⁸ U.S. Initial Reply Submission, para. 26.

Minas. According to worker interviews, these tactics were particularly effective in frightening workers, as 90% of workers live near the mines with their families."³⁹

91. Later there was another occasion when [[REDACTED]] appeared interfering in union activity together with [[REDACTED]] offering 45 days of PTU and giving orders to the affiliates.

92. On May 23, 2024, the Beneficio de Minas Union filed a challenge to the ownership, after months of coercive conduct aimed at disaffiliating from the Mineros Union under file number 758/2024 before the TLFAC.

93. According to the U.S., threats increased in July, by telephone and on July 12, 2024, the leader [[REDACTED]] was physically assaulted for his organizing efforts⁴⁰. The threats continued on July 23 when [[REDACTED]] received threatening messages saying, "I told you and [[REDACTED]] that you should stop [expletive] around with us and you keep doing it. Now you are both going to be [expletive]."⁴¹

94. [[REDACTED]]
[REDACTED]
[REDACTED]
[REDACTED], [[REDACTED]].⁴²

95. In September 2024, [[REDACTED]] was targeted again when a man appeared at his home with a firearm and threatened his life.⁴³

³⁹ U.S. Initial Reply Submission, para. 27.

⁴⁰ U.S. Reply Submission, para. 43.

⁴¹ U.S. Reply Submission, para. 47.

⁴² U.S. Initial Reply Submission, paras. 47-49.

⁴³ U.S. Initial Reply Submission, para. 55.

96. The TLFAC judge determined in the aforementioned file that, in view of the circumstances, he would send the Navy and SEDENA to guarantee the safety of the vote and instructed that only two Mineros Union delegates could be in attendance.⁴⁴
97. On November 22, 2024, the vote was held and the FNSI-affiliated union, Beneficio de Minas, obtained 64% of the votes.⁴⁵
98. Following the vote, the Court ruled in favor of Beneficio de Minas, ratified the recount vote, the challenge of ownership and the loss of the CBA for the Mineros Union. This Union filed an amparo proceeding against the ruling.⁴⁶
99. In its response, the U.S. also invokes the STPS Report, citing various evidentiary findings on threats and promises of bonuses related to the process of affiliation and disaffiliation.
100. Within the background information received by the STPS is a screenshot with a string of emails through which [[REDACTED]], [REDACTED], requests that [[REDACTED]] be provided with facilities to carry out union activities.⁴⁷
101. On the other hand, the U.S. notes that the evidence gathered by that Party shows that MCR workers were denied their right to freedom of association and collective bargaining through threats of retaliation, promises of benefits and violent acts to get workers to support Beneficio de Minas, mentioning in particular the lead-up to the November 22, 2024 vote, with which, the provisions of the LFT mentioned were violated.⁴⁸

⁴⁴ U.S. Initial Reply Submission, para. 59.

⁴⁵ U.S. Initial Reply Submission, para. 63.

⁴⁶ U.S. Initial Reply Submission, para. 64.

⁴⁷ U.S. Initial Reply Submission, para. 116.

⁴⁸ U.S. Initial Reply Submission, para. 120.

102. In support of the above, it attached statements from mine workers who testified at U.S. Department of Labor (USDOL) offices that are detailed.⁴⁹

103. Later, voice recordings of [[REDACTED]] and statements from other witnesses are attached.

104. These facts establish that MCR waged a multi-year systematic campaign of threats and other acts to enforce worker support for Beneficio de Minas, Camino Rojo's favored union. Camino Rojo's severe misconduct pressured workers to vote against the Mineros Union and intimidated them from seeking to organize for any other union outside of Beneficio de Minas. MCR's actions violate the LFT provisions and Mexico's obligations under the USMCA and thus constitute a Denial of Workers' Rights to Freedom of Association and Collective Bargaining.⁵⁰

105. Additionally, the United States indicates that the actions taken by Mexico did not remediate the violated rights, invoking that Article 31-A.1 of the Agreement establishes that the purpose of the RRLM is to "ensure the remediation of a Denial of Rights" and that Mexico must take action to undo as much as possible the harm caused by Camino Rojo's actions, which it has not done.⁵¹

106. And that although the remedies indicated by Mexico are necessary to remediate the Denials, they are not sufficient.

107. According to the U.S., employer interference prior to the election makes eminent sense since a company's campaign of intimidation can significantly influence a vote, even if workers had no problem completing their ballot on election day.⁵²

⁴⁹ U.S. Initial Reply Submission, para. 122.

⁵⁰ U.S. Initial Reply Submission, para. 124.

⁵¹ U.S. Initial Reply Submission, para. 127.

⁵² U.S. Initial Reply Submission, para. 136.

108. It also alleged that the set of irregularities appear to have been decisive in affecting or modifying the majority decision of the voters and that "It is possible, and even likely, that the vote was lopsided in favor of Beneficio de Minas because a significant number of workers -whose lives and employment was actively threatened-, feared for their livelihood had they failed to vote for Beneficio de Minas".⁵³

109. The U.S. considers that "Mexico's failure to take any action against the company with respect to the representation vote constitutes a failure to remediate the denial of workers' rights to freedom of association and collective bargaining."⁵⁴

110. The U.S. also mentions that Mexico did not adequately penalized Camino Rojo for its violations of the Mexican law and that both the USMCA and the Mexican law reflect the need for appropriate and effective penalties.⁵⁵

111. The U.S. states that the current conditions at Camino Rojo indicate that both the company and Beneficio de Minas continue to interfere with workers' rights to freedom of association and collective bargaining.

112. In light of the above, the United States requests that it be determined that the actions taken by Mexico against Camino Rojo were not sufficient to remediate the Denial of Rights, which continues to exist.⁵⁶

3.2 Evidence⁵⁷

3.2.1 STPS Findings

113. Mexico, through the STPS Report, pointed out that: "in the complaint, the Mineros Union stated that the company promoted affiliation to the Beneficio de Minas Union, allegedly encouraged by [[REDACTED]], [REDACTED]

⁵³ U.S. Initial Reply Submission, para. 144.

⁵⁴ U.S. Initial Reply Submission, para. 146.

⁵⁵ U.S. Initial Reply Submission, para. 147.

⁵⁶ U.S. Initial Reply Submission, para. 158.

⁵⁷ All of the witnesses are referred to as male witnesses to ensure their anonymity, but some witnesses are women.

[REDACTED] And asked if good corporate citizen behavior includes the conduct of contractors and subcontractors, the witness points out: "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

120. Later asked about the measures that the company has taken to prevent risks to enforce legislation, to remediate in case of violations of fundamental labor rights, witness responds: "[REDACTED]
[REDACTED]
[REDACTED]

121. Finally, this witness's statement on possible remedies that the company is open to considering is relevant [REDACTED]
[REDACTED]

122. Witness #7, [[REDACTED]], [REDACTED] [REDACTED] [REDACTED], consulted about the company AND Aroba del Bajío points out that it does ring a bell. And when asked again, if you know who works in this company? He answers: "[REDACTED]
[REDACTED]

123. This witness points out about this company: "[REDACTED]
[REDACTED]

124. He is then asked: "And do you know the person who appears as the owner of this company, Mr. [[REDACTED]]?" and he answers "[REDACTED]." He

⁶⁶ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 2.
⁶⁷ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 2.
⁶⁸ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 3.
⁶⁹ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 4.
⁷⁰ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 44.
⁷¹ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 44.

is asked: "Does this man have permission to enter the company?" His answer is, "[REDACTED]."

He is asked, "What does he do inside the company?" He replies, "[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

125. The Panel expresses to him: "So, precisely, since he has to discuss issues of service quality with you, may he enter the company, talk to workers, circulate? are there no security rules about what a contractor can or cannot do?" The witness responds:

"[REDACTED]. [REDACTED]

[REDACTED] And later he adds: "[REDACTED]

[REDACTED]."

126. He is asked: In what way? He answers: "[REDACTED]

[REDACTED]."

127. The Panel asks him: "So, do you completely deny that this gentleman [REDACTED] has had any type of intervention in labor issues, union matters with workers?" and responds: "[REDACTED]."

Do you not know?

No. He answers.

Did you not ever hear? don't you know?

"I [REDACTED]," says the witness.⁷³

128. Later, he adds, "[REDACTED] [[REDACTED]], [REDACTED]

[REDACTED]

129. Asked about: When did you see this man [REDACTED] inside the company? He answers, "[REDACTED]." The question is clarified: I mean, before February 25 you would see him, that is, he was in the company, right? Answer, "[REDACTED]"⁷⁵

⁷² Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 45.

⁷³ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 45.

⁷⁴ Stenographic transcription of the Verification. Day 1, December 16, 2025, pp. 47 and 48.

⁷⁵ Stenographic transcription of the Verification. Day 1, December 16, 2025, pp. 48 and 49.

130. Later, in the questions made to this witness about the documents that are in the Report of the Ministry of Labor⁷⁶ on the string of emails and that are shown to him, he says: "[REDACTED]." ⁷⁷

131. Witness Number #8, [REDACTED], in this person's testimony, the string of emails transcribed in the STPS Report was recognized, which was initiated by [[REDACTED]] and comments: [REDACTED]
[REDACTED]
[REDACTED]
[[REDACTED]] [REDACTED]
[REDACTED] [[REDACTED]] [REDACTED]. ⁷⁸

132. When the witness was asked if they granted permits without reason: "[REDACTED]
[REDACTED]." And asked if he remembers giving these permissions, these substitutions at a certain time so that [[REDACTED]] [REDACTED], he replied: [REDACTED]."
[REDACTED]: "[REDACTED]
[REDACTED]."
[REDACTED] [[REDACTED]], he replied: "[REDACTED]
[REDACTED]. ⁷⁹

133. Witness #9, General Manager, is asked: What preventive measures did you take before you began your activities, to avoid being targeted by organized crime? He answered: [REDACTED]
[REDACTED]
[REDACTED].

⁷⁶ Pages 23 and 24 of the STPS Report are shown to him.

⁷⁷ Stenographic transcription of the Verification. Day 1, December 16, 2025, pp. 49.

⁷⁸ Stenographic transcription of the Verification. Day 1, December 16, 2025, pp. 50 and 51.

⁷⁹ Stenographic transcription of the Verification. Day 1, December 16, 2025, pp. 51 and 52.

134. " [REDACTED]
[REDACTED]
[REDACTED]."⁸⁰

135. He adds regarding safety procedures that [REDACTED]
[REDACTED]
[REDACTED]

136. On the part of the Panel it is explained that: [REDACTED]
[REDACTED] [REDACTED]
[REDACTED], General Manager, responds, "[REDACTED]
[REDACTED]."

137. "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]."

138. Asked about the contractor companies, he answers: "[REDACTED]
[REDACTED]" [REDACTED]
[REDACTED]
[REDACTED].

139. "[REDACTED]
[REDACTED]
[REDACTED]

⁸⁰ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 52.

⁸¹ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 52.

⁸² Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 54.

140. The Panel asks for information about the contractor company Aroda del Bajío and Mr. [REDACTED] and if he knows him. He responds: "[REDACTED]
[REDACTED]
[REDACTED]."

141. Witness is asked: "And have you been aware that the main complaint of the Mineros Union is the intervention that Mr. [REDACTED] has had in the union activities of the Mineros Union?"
Witness answers: "[REDACTED]."

The Panel asked witness again: "Didn't you know?" and he answered: "[REDACTED]
[REDACTED]
[REDACTED]."

142. Asked about the disagreement regarding the PTU about what happened in April 2024 and if any Manager reported what had happened, he responds: "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]."

143. Asked about the subcontractor, if it is unusual to allow people in a gold mine to walk around? He answers: "[REDACTED]
[REDACTED]
[REDACTED]."

144. "[REDACTED]
[REDACTED]
[REDACTED]."

⁸³ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 54.

⁸⁴ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 59.

145. And finally asked if the members of the Mineros Union fear for their lives, he answers: [REDACTED]

146. Witness #6 [REDACTED]], Human Resources Manager of the company, also acknowledged having knowledge of the email string.⁸⁶

147. As for the witnesses of the Beneficio de Minas Union, most of them agree on the fundamental role played by [[REDACTED]] in obtaining the disaffiliation of the workers affiliated to the Mineros Union and their subsequent affiliation to the Beneficio de Minas Union. This also took place in a very short period of time. Thus, for example, witness #10 [[REDACTED]] acknowledges that: "[REDACTED]
[REDACTED]." He clarifies that it was from July to early August 2024. Complementing this statement, later, he stated: [REDACTED]
[REDACTED]⁸⁷

148. This witness, when asked about the support received for this process of disaffiliation and affiliation, answered: [REDACTED]
[REDACTED]

149. However, later in this person's statement and asked about leadership he had in the process of affiliation and disaffiliation, said: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

⁸⁵ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 63.

⁸⁶ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 43.

⁸⁷ Stenographic transcription of the Verification. Day 2, December 17, 2025, pp. 4 and 23.

⁸⁸ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 6.

150. [REDACTED]

151. However, when this witness was asked about the knowledge of the collective agreement and whether this person had compared it with other options, for example from the Federation of Workers, the witness said, "[REDACTED]," focusing rather on the working method of the Beneficio de Minas Union.⁹⁰

152. On the other hand, when asked about the knowledge of the subcontractors of the MCR company, this person stated "[REDACTED]"

153. Although the witness confirms having gone to the facility of the Beneficio de Minas Union in Monterrey, denied being the one in the audio calling for the event.⁹²

154. When we asked this witness if they had compared the benefits granted by the agreement of the Mineros Union with the company, to other options, such as those of the Federation of Workers, this person replied: "[REDACTED]"

155. As for the union dues they are going to pay, the witness stated "it [REDACTED]"

⁸⁹ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 28.

⁹⁰ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 8.

⁹¹ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 10.

⁹² Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 12.

⁹³ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 8.

⁹⁴ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 14.

156. Asked specifically about what they paid to the Mineros Union, and answered "[REDACTED]
[REDACTED]
[REDACTED] [[REDACTED]]".

157. Then asked about how much they have to pay now to Beneficio de Minas, witness said: "[REDACTED]
[REDACTED]. [REDACTED]. [REDACTED]."

158. Witness #11 [[REDACTED]] confirmed that [REDACTED] had invited this witness to join his Union. Then asked if the witness knew about the benefits, [REDACTED]
[REDACTED]
[REDACTED] Then reiterated later, when asked who convinced the witness to change unions: [REDACTED]
[REDACTED] Asked about the audio that invites to travel to Monterrey on April 17, and if the witness identifies the voice, then responds: [REDACTED]
[REDACTED] However, after listening to the second and third audios, the witness recants and denies recognizing the voice of any person.⁹⁸

159. Witness #12 [[REDACTED]] admits to having visited the headquarters of the Beneficio de Minas Union in Monterrey with five other people.⁹⁹ Asked about the benefits of the Mineros Union: "Instead [REDACTED]
[REDACTED]."¹⁰⁰ And regarding the benefits they had with the Mineros Union, compared to those they have with the Beneficio de Minas Union, the witness said "[REDACTED]
[REDACTED]."

⁹⁵ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 15.

⁹⁶ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 18.

⁹⁷ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 44.

⁹⁸ Stenographic transcription of the Verification. Day 2, December 17, 2025, pp. 44 and 45.

⁹⁹ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 46.

¹⁰⁰ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 45.

¹⁰¹ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 46.

160. Asked about the comparison of the benefits obtained by the Mineros Union in general, to those obtained by the Beneficio de Minas Union, witness answers: "[REDACTED]
[REDACTED]
[REDACTED]."¹⁰²

161. Asked about the voice of the person speaking in the audio about the invitation to Monterrey for April 17, if witness identifies the person speaking, answered: "[REDACTED]"; then says, [REDACTED] But after listening to the second and third audios, witness says that it is not her voice; then insistently denies it is [REDACTED]'s voice.

162. Regarding the increases obtained by the Beneficio de Minas compared to the Mineros, witness points out: "[REDACTED]
[REDACTED]."¹⁰³ Asked about union dues, says: "[REDACTED]
[REDACTED]."¹⁰⁴ Then, adds later: "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]."¹⁰⁵

163. [REDACTED]
[REDACTED]
[REDACTED]."¹⁰⁵ Asked if they know how much (the due) will cost them, witness replies: "[REDACTED]."

¹⁰² Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 47.

¹⁰³ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 62.

¹⁰⁴ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 63.

¹⁰⁵ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 63.

164. Witness #13 also states that this person was a member of the Mineros Union but that they sought a change "[REDACTED]"; [REDACTED] [REDACTED] although assemblies were held every month.¹⁰⁶

165. As for union dues, they had an amount and, in addition, a resistance fund, on the other hand with Beneficio de Minas they do not have union dues and witness thinks they will not have in the future either.¹⁰⁷

166. Regarding the trip to Monterrey, when asked who organized it: "[REDACTED] Yes, [[REDACTED]] [REDACTED]."¹⁰⁸ Asked about the voice in the audio related to the trip to Monterrey and if witness recognizes the voice of [[REDACTED]], then answers: "[REDACTED]." However, after listening to the second audio witness denies it is [[REDACTED]]'s voice and then also denies that the voice of the first audio is [[REDACTED]]' [REDACTED]. [REDACTED].¹⁰⁹

167. Witness #14, [[REDACTED]] was asked about the comparison of benefits obtained by the Mineros Union to those obtained by Beneficio de Minas and replied that they had to pay union dues with Mineros but in turn with Beneficio de Minas: "[REDACTED]"¹¹⁰ and asked if in the future they will have to pay, witness answered: "... [REDACTED] [REDACTED]

168. In witness's answers, there is reiteration of [[REDACTED]]'s role in the affiliations to the Beneficio de Minas Union: [REDACTED]
[REDACTED]
[REDACTED]

169. Witness #15, [[REDACTED]] was asked about union dues and replied: "[REDACTED]" and

¹⁰⁶ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 68.

¹⁰⁷ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 69.

¹⁰⁸ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 71.

¹⁰⁹ Stenographic transcription of the Verification. Day 2, December 17, 2025, pp. 72 and 73.

¹¹⁰ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 84.

¹¹¹ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 84.

¹¹² Stenographic transcription of the Verification. Day 1, December 16, 2025, pp. 92 and 94.

was asked about the union dues of Beneficio de Minas and answered: "[REDACTED]
[REDACTED]
[REDACTED]."

170. Asked if witness knew that [[REDACTED]] and [[REDACTED]] were threatened, then replied: [REDACTED]
[REDACTED]

171. Asked if they compared the agreements of Beneficio de Minas to that of Mineros, and answered: "[REDACTED]
[REDACTED]"¹¹⁵

172. Now then, witness #2, of the Mineros Union, states "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]."

Asked what the intimidation consisted of, the witness said, "[REDACTED]
[REDACTED]."

And asked what the witness understood by the hard way, then replied: "[REDACTED]."

Asked who was doing this, "[REDACTED] [[REDACTED]], [REDACTED]
[REDACTED], [[REDACTED]]

173. Witness #2 confirms: "[REDACTED], [[REDACTED]] w [REDACTED]
[[REDACTED]], I [REDACTED], [[REDACTED]] [REDACTED] [[REDACTED]].
[REDACTED]."

¹¹³ Stenographic transcription of the Verification. Day 2, December 17, 2025, pp. 98 and 99.

¹¹⁴ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 101.

¹¹⁵ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 105.

¹¹⁶ Stenographic transcription of the Verification. Day 2, December 17, 2025, p. 6.

¹¹⁷ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 7.

[REDACTED]."

179. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. " Asked who, witness answers: "[REDACTED]. [[REDACTED]].
[REDACTED]. " [REDACTED]
[REDACTED]. " [REDACTED] I
[REDACTED]
[REDACTED]
[REDACTED]: "
[REDACTED]" , [REDACTED]
[REDACTED]

180. Asked if at the time you all returned and were encouraged to join the Mineros Union again, you were no longer afraid? or Why were you able to change and return to the Mineros Union? Witness answers: [REDACTED]
[REDACTED]

181. Witness number #3 begins by pointing out that "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

¹²³ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 11.
¹²⁴ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 12.

182. [REDACTED]
[REDACTED]
[REDACTED] [[REDACTED]], [REDACTED]
[REDACTED]
[REDACTED].

183. [REDACTED] [[REDACTED]] [REDACTED]
[REDACTED]

184. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

185. [REDACTED]
[REDACTED]
[REDACTED] [[REDACTED]] [REDACTED]
[REDACTED]
[REDACTED].

186. [REDACTED]
[REDACTED]
[REDACTED]”.

[REDACTED] [[REDACTED]] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

¹²⁵ Stenographic transcription of the Verification. Day 1, December 16, 2025, pp. 12 and 13.

¹²⁶ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 13.

187. [REDACTED]

188. He later adds: [REDACTED] [[REDACTED]] [REDACTED]

189. The witness also recognized the photo of [[REDACTED]], stating that he is in charge of that entire area of northern Zacatecas. [REDACTED]

190. Asked if the contractor worked with Mr. [[REDACTED]], he answered: "Yes, [REDACTED]

191. Asked about the relationship between the company and the contractor, the witness clarifies: "Well, [[REDACTED]], he's a contractor as you call him".

192. [REDACTED] [[REDACTED]] [REDACTED]

¹²⁷ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 13.

¹²⁸ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 14.

¹²⁹ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 16.

¹³⁰ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 17.

¹³¹ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 19.

193. Later he adds: "[REDACTED]
[REDACTED]

194. Asked if they filed any complaint for all the events that happened, he acknowledged: "[REDACTED]
[REDACTED]

195. Asked why the change with respect to the PTU in April 2024 was, he replied:
"[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

196. "[REDACTED]
[REDACTED].

197. "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

198. "[REDACTED]

199. Witness #4. Asked about the conflict there is between MCR and the Mineros Union in the last year, he says: "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

¹³² Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 20.

¹³³ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 20.

¹³⁴ Stenographic transcription of the Verification. Day 1, December 16, 2025, pp. 21 and 22.

[REDACTED]
[REDACTED].

200. "[REDACTED], [[REDACTED]], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

201. "[REDACTED]
[REDACTED]

202. "[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

203. "[REDACTED]
[REDACTED].

204. "[REDACTED]
[REDACTED] [[REDACTED]] [REDACTED]
[REDACTED] [[REDACTED]] [REDACTED]
[REDACTED]
[REDACTED].

205. "[REDACTED]
[REDACTED], [[REDACTED]], [REDACTED]
[REDACTED]
[REDACTED]."

P

206. [REDACTED]
[REDACTED]
[REDACTED].

207. [REDACTED]
[REDACTED]

208. Later he adds: [REDACTED]
[REDACTED]
[REDACTED].

209. [REDACTED]
[REDACTED].

210. [REDACTED]
[REDACTED]
[REDACTED].

211. [REDACTED]
[REDACTED]

212. Asked about the attacks he summarized: How did it happen? You were headed for where? Witness #4 answered: [REDACTED]
[[[REDACTED]]]
[REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]. [REDACTED].
[REDACTED]
[REDACTED]
[REDACTED]

¹³⁵ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 23.

¹³⁶ Stenographic transcription of the Verification. Day 1, December 16, 2025, pp. 23 and 24.

¹³⁷ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 25.

219. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

220. [REDACTED] [[[REDACTED]]]
[REDACTED]
[REDACTED]
[REDACTED].

221. [REDACTED]
[REDACTED]
[REDACTED].

222. [REDACTED]
[REDACTED]”.

223. [REDACTED], [[[REDACTED]
[REDACTED]]]
[REDACTED]

224. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

225. [REDACTED]

¹⁴¹ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 28.

226. [REDACTED]
[REDACTED]
[REDACTED].

227. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

228. When asked who was in charge of that group, he replied, "[REDACTED]. [REDACTED]." And then he identified him in the photo¹⁴³ shown to him and stated: [REDACTED]."¹⁴⁴

229. When asked if this man [[REDACTED]] intervened in these assemblies imposing his will on the will of the workers of the Mineros Union, he replied: "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]."¹⁴⁵

230. Asked if the company carried out activities in favor of obtaining ownership for the Beneficio de Minas Union, witness #5 replied: "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

231. Witness #5 was asked about the participation of [[REDACTED]], and he states:
[REDACTED]
[REDACTED]
[REDACTED].

¹⁴² Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 31.
¹⁴³ Photo corresponding to USA 26.
¹⁴⁴ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 31.
¹⁴⁵ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 32.
¹⁴⁶ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 32.

232. [REDACTED]

233. Asked again about the moment when he began this activity, perhaps between April and May, if so, was he the only person linked to the Beneficio de Minas Union?

The witness answers: [REDACTED]
[REDACTED]
[REDACTED] [[REDACTED]
[REDACTED].]]

234. Witness #5 is asked if [[REDACTED]] gave any specific reason, if they promised any benefit to the workers for changing unions and he answers: [REDACTED]

[REDACTED]
[REDACTED] " [REDACTED]
[REDACTED]
[REDACTED].

235. [REDACTED], [[REDACTED]], [REDACTED]
[REDACTED]
[REDACTED]. [[REDACTED]]
of [REDACTED]

236. Witness #6 was asked about the status of the resolution of November 28, 2024 from the labor court that granted ownership of the agreement to the Beneficio de Minas Union, he replied: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

¹⁴⁷ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 34.

¹⁴⁸ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 34.

¹⁴⁹ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 34.

¹⁵⁰ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 35.

237. Later, when asked if the attitude changed after the vote of ownership and if they are recognized as a minority union, he points out: "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]."

238. In view of all the above, witness #6 is asked on the basis of the following question: "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]."

239. "[REDACTED]
[REDACTED]
[[REDACTED]] [REDACTED] [REDACTED]], [REDACTED]
[REDACTED]
[REDACTED]."

240. "[REDACTED]
[REDACTED]
[REDACTED]."

241. "[REDACTED]
[REDACTED]
[REDACTED] [[REDACTED]], [REDACTED]
[REDACTED]
[REDACTED] [[REDACTED]]."¹⁵²

¹⁵¹ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 37.

¹⁵² Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 39.

242. Asked witness #6, if he knows why this company does not appear in the register of companies providing goods and services? He answers: "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

243. A brief summary of the testimony, given to the U.S. Department of Labor¹⁵⁴ (USDOL) and exhibited by the complaining Party, provides general corroboration of the statements of the Complainant's witnesses at the Verification.

244. We transcribe only aspects that seem to be of some relevance to us and for the record that the Panel attributes evidentiary weight to the extent that the witnesses present at the Verification confirmed it.

USA 15, dated July 3, 2024

245. - [[REDACTED]] noted: "[REDACTED]
[REDACTED]
[REDACTED]."

- "[REDACTED] and [[REDACTED]] [REDACTED] [[REDACTED] [REDACTED] [REDACTED]])
[REDACTED]
[REDACTED]."

- [[REDACTED]] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [[REDACTED]] [REDACTED]
[REDACTED]."

- [[REDACTED]] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[[REDACTED]] [REDACTED]

¹⁵³ Stenographic transcription of the Verification. Day 1, December 16, 2025, p. 41.

¹⁵⁴ USA 15 dated July 3, 2024, USA 27 of July 11, 2024, USA 29 of August 17, 2024, USA 65 of August 17, 2024 and USA 66 of August 17, 2024.

- "[redacted] [redacted]
[redacted]
[redacted] [redacted] [redacted]
[redacted], [redacted] [redacted]
[redacted], [redacted]

- "[redacted] [redacted]
[redacted]
[redacted] [redacted] [redacted]
[redacted]
[redacted] [redacted]

- [redacted] "[redacted]
[redacted]
[redacted]
[redacted], [redacted], [redacted], [redacted]

- "[redacted] [redacted]
[redacted] [redacted]
[redacted], [redacted]
[redacted]

- "[redacted]
[redacted]

- "[redacted]
[redacted]
[redacted]
[redacted], [redacted] [redacted]
[redacted], [redacted]

- "[redacted]
[redacted], [redacted]

- "[redacted] [redacted]
[redacted]



161 USA 29. P. 11.
162 USA 29. P. 12.
163 USA 65. P. 2.
164 USA 65. P. 3.
165 USA 65. P. 3.
166 USA 65. P. 4
167 USA 65. P. 4

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[REDACTED]]

- [REDACTED]

[REDACTED]

- [REDACTED] . [REDACTED] . [REDACTED] . [REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED] . [REDACTED] . [REDACTED]

[REDACTED] . [REDACTED] ."

- [REDACTED] : [REDACTED] . [REDACTED] . [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED] 74 [REDACTED] : [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

246. Regarding the alleged violent acts and threats of violence, another reason for the U.S. complaint were the acts denounced by [[REDACTED] [REDACTED] . According to the Complaining Party, this person was allegedly the victim of an assault in front of his family; a written threat left at this witness's home and an attempted murder at this person's home.

¹⁶⁸ USA 65. P. 7.
¹⁶⁹ USA 66. P. 2.
¹⁷⁰ USA 66. P. 2.
¹⁷¹ USA 66. P. 2.
¹⁷² USA 66. P. 2.
¹⁷³ USA 66. P. 3.
¹⁷⁴ USA 66. P. 3.
¹⁷⁵ USA 66. P. 3.
¹⁷⁶ USA 66. P. 3.

3.2.3 Labor Inspection Reports

252. The Responding Party submitted various inspection reports carried out by the Federal Labor Representation Office in Zacatecas based in Guadalupe, carried out in the months of May, August, September and October 2024; and in January 2025.

253. Within these records, the one carried out between September 23 and 27, 2024 is especially mentioned and among the results, the following is stated:

- 6 said they had been threatened to join another union, although it was not necessarily the company.
- 7 mentioned that there have been dismissals for union activities.
- 17 know that there are two unions, but they only identify the name of the Mineros Union, the other only knows that they want to join MCR.
- 4 indicated that a representative of MCR asked or forced them to join, support or leave a union. They did not give their names for fear of reprisals, since the company is supporting the "other" union (Beneficio de Minas). The company grants leaves to go to meetings with the other union.
- 16 said that MCR has not been neutral in union activities and that it supports the Beneficio de Minas Union.

254. It is also noteworthy that among the contractors that are included, the company AND Aroda del Bajío S.A. de C.V. is not mentioned.

3.3 Panel Analysis

3.3.1 On the facts¹⁸³

255. With regard to undue employer interference, it should be considered that the evidentiary structure is constituted by the set of evidentiary items recorded in the STPS Report; the testimonies taken during the Verification and documents provided by the

¹⁸³ It should be remembered that witnesses, in general, will be named with the numbers agreed upon by the Parties during the Public Hearing.

Parties and those originating from the MCR itself.

256. The STPS found [REDACTED]
[REDACTED]
[REDACTED]

257. As for the audio mentioned by the STPS,¹⁸⁵ it was reproduced during the Verification and recognized by some witnesses as coming from [REDACTED] or other people from the company.

258. The audio noted in the stenographic version, which we will call audio #1, reads as follows:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

259. Regarding audio #1, it is clear from the witnesses of Beneficio de Minas and also from witness #16¹⁸⁷ that there were different answers about the person whose voice is heard in it, which prevents us from having full certainty as to whether or not it corresponds to [REDACTED], but we do share the STPS' assessment that states: "that it is an indication that provides credibility."¹⁸⁸

260. On the other hand, the facts invoked in that audio coincide with what was stated in other testimonies, and with what actually happened, which is especially supported

¹⁸⁴ STPS Report, p. 27.

¹⁸⁵ USA 21.

¹⁸⁶ USA 21.

¹⁸⁷ Something similar is pointed out by witness #16, [[REDACTED]] of the STPS, who pointed out "that [[REDACTED]] was not the person who was pointed out as the author of those audios, for example." Stenographic transcription of the Verification day 2, December 17, 2025, p. 127.

¹⁸⁸ STPS Report, p. 23

by witnesses 10¹⁸⁹, 12¹⁹⁰, 13¹⁹¹ and 14¹⁹² of the Beneficio de Minas Union, where it was acknowledged that the trip to Monterrey took place.

261. Considering the statement from the STPS that [REDACTED] [REDACTED]¹⁹³ to the employer's interference and the confirmation of the facts mentioned in audio #1, the Panel considers that its content is more likely to be truthful than not.

262. The above confirms MCR's employer interference in the union affairs of its workers, at least since April 2024.

263. With regard to the string of emails referred to by the STPS, it was first recognized by witness #8 [REDACTED] [REDACTED] who was summoned to the Verification and confirmed that the string of emails was sent by [REDACTED] [REDACTED]. That the facilities given to the worker [[REDACTED]] were [REDACTED] [REDACTED]

264. Witness #8 later notes [REDACTED] [REDACTED] [REDACTED] [REDACTED]

265. The first email in this string is worded by the [REDACTED] [REDACTED]. This person refers particularly to the very specific case of the collaborator [REDACTED] [REDACTED] [REDACTED] [REDACTED]

¹⁸⁹ Transcript of the stenographic version of verification, day 2, Wednesday, December 17, 2025. P.4
¹⁹⁰ Transcript of the stenographic version of verification, day 2, Wednesday, December 17, 2025. Pp. 46 and 71.
¹⁹¹ Transcript of the stenographic version of verification, day 2, Wednesday, December 17, 2025. P. 71
¹⁹² Transcript of the stenographic version of verification, day 2, Wednesday, December 17, 2025. P. 85
¹⁹³ STPS report. P 23.
¹⁹⁴ Stenographic version of the Verification day 1, Tuesday, December 16, 2025, pp. 49 to 51.
¹⁹⁵ Stenographic version of the Verification day 1, Tuesday, December 16, 2025, p. 51.

266. It should be borne in mind that this instruction was granted on August 13, 2024, in the midst of the union campaign for the ownership of the CBA and that the Union that held the ownership of the CBA on that date was the Mineros Union.

267. Below is the string of emails that witness #8 recognized and whose subject is titled by the [REDACTED] as:

[REDACTED]

268. Regarding this string, we highlight that among the recipients are: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED].

269. The first email is sent by [REDACTED] and states the following:

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

¹⁹⁶ Screenshot sent by Mexico showing a string of emails exchanged between [REDACTED] and other heads of department and sent by the Secretariat to this Panel on December 2, 2025.

[REDACTED]

270. The response of the [REDACTED] to the previous email dated August 15, 2024 was as follows:

[REDACTED]
[REDACTED]
[REDACTED]

271. This string of emails contradicts what MCR executives maintain about its neutrality. In the Verification, the General Manager of the company denied that they grant facilities to any worker to carry out affiliation campaigns.¹⁹⁹ This contrasts with "the Subject" that identifies the string of emails which states: "Union leave [REDACTED] [REDACTED]" and the content of the same with the statements of company executives when they informed the STPS in October 2024 that they denied to grant permission [REDACTED]

272. Adding information regarding the neutrality of MCR, witness #3 stated the following in the Verification: [REDACTED]

[REDACTED]
[REDACTED]

273. The STPS report also states that on September 26, 2024, 4 representatives of the Mineros Union were interviewed, who reported that worker [REDACTED] enjoyed all the facilities to carry out actions in favor of the Beneficio de Minas Union by the company and that this person was treated as a union representative when the owner was the Mineros Union.²⁰²

¹⁹⁷ STPS Report, pp. 23 and 24.

¹⁹⁸ STPS Report, pp. 23 and 24.

¹⁹⁹ Stenographic version of the Verification day 1, Tuesday 16 December 2025, p. 56.

²⁰⁰ STPS Report, p.24.

²⁰¹ Stenographic version of the Verification day 1, Tuesday, December 16, 2025, p. 22.

²⁰² STPS Report, p. 12.

274. Furthermore, to understand this moment in the campaign for ownership and employer interference, the results of interviews with MCR workers on October 3, 2024 may be read, where the following statements are found: [REDACTED]

[REDACTED]

275. On the other hand, it is clear from the testimonial evidence taken in the Verification that almost all of the witnesses identified [REDACTED]

[REDACTED]

himself confirms the Mine's report of August 7, 2024, that from July to early August 117 workers changed unions.²⁰⁴

276. According to witnesses from the Beneficio de Minas Union in December 2025, at the time of their statement, there were only two workers out of a total of 170 who did not join the Beneficio de Minas Union.

277. On the effectiveness of [REDACTED]'s affiliation and disaffiliation leadership, this witness clarified at the Verification: [REDACTED]

[REDACTED]

²⁰³ STPS Report, p. 3.

²⁰⁴ Stenographic version of the Verification day 1, Tuesday, December 16, 2025, p. 4.

278. [REDACTED]
[REDACTED]

279. [REDACTED] even told the STPS on September 13, 2024 that: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

280. This achievement of [REDACTED] has even greater relevance when taking into account that, when asked the question of whether this person had experience or all this absolute experience was created, this person answered in the Verification: [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] In this regard, it is also worth mentioning that the witness indicates to be working 12-hour shifts, attending domestic chores related to the upbringing of this person's children and doing union work from home, outside of working hours.²⁰⁸

281. Hence, the Panel considers that the facilities granted by the Camino Rojo Mine to [REDACTED], as well as the threats, were very relevant factors in achieving the successful process of affiliation to the Beneficio de Minas Union and thus inducing a favorable result in the vote of November 22, 2024, and consequently constitute another confirmed reason for the undue employer interference of the company in the union affairs of MCR.

282. With regard to the coercion or pressure to disaffiliate the workers of the Mineros Union and before deciphering the causes of the massive disaffiliation of the Mineros Union, we must take into account that there were several processes underway in

²⁰⁵ Stenographic version of the Verification day 2, Wednesday, December 17, 2025, pp. 6 to 8.

²⁰⁶ STPS Report, p. 12.

²⁰⁷ Stenographic version of the Verification day 2, Wednesday, December 17, 2025, p. 9.

²⁰⁸ Stenographic version of the Verification of day 2, Wednesday, December 17, 2025, p.10

parallel. 1) On the one hand, there was collective bargaining between the Mineros Union and the MCR for the amount of the PTU, (April 2024). 2) On the other hand, [REDACTED] began to prepare the process of disaffiliation of the Mineros Union at MCR, (March 2024), and in parallel, talks had begun at the FNSI to affiliate MCR workers with the Beneficio de Minas Union, (As of March 2024). 3) As a result of the above process, the Beneficio de Minas Union requested on May 23, 2024 to be granted ownership of the CBA with MCR, which led to a judicial process that culminated in a favorable ruling of November 28, 2024 (procedure 758/2024 filed in the Federal Labor Court of Collective Affairs based in Mexico City). In July 2024, the Federal Labor Court rejected the procedural and evidentiary objections of the Mineros Union. This resolution led to the filing of two indirect amparo appeals by the Mineros Union which were dismissed in December 2024 (proceedings 795/2024 before the Fifth Collegiate Labor Court of the First Circuit and 95/2025 before the Eleventh Collegiate Labor Court). This Union then filed a direct amparo appeal before the Eleventh Collegiate Court against the Federal Court's ruling of November 28, 2024, which was dismissed, so an appeal for review of the direct amparo was filed (procedure 95/2025) that was dismissed by the Supreme Court of Justice as inadmissible, for which the Mineros Union finally filed a procedural appeal before this high court (procedure 339/2025).

283. It is in the context indicated above that since April 2024 the Mineros Union denounced having been the object of a campaign of intimidation and threats by [REDACTED]

[REDACTED]
[REDACTED]²⁰⁹, in coordination with [REDACTED], so we will analyze this issue below.

284. Regarding the causes of this massive disaffiliation, the witnesses of the Mineros Union indicated that it was mainly due to threats (witness #2). [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

²⁰⁹ [[This contractor company And Aroda del Bajío Mex SA de CV appears in a document entitled "Camino Rojo_Vendors List" provided by MCR, page 7 and with the number 301773]].

[REDACTED]

285. Witness #3 points out about [REDACTED]: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

286. Witness #4 states that [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

287. "And I, personally, had some very unpleasant experiences. They forced me into exile by means of threats, they beat me in front of my [REDACTED]"

288. Witness #5 was asked about the intervention [REDACTED] had in the union assemblies, witness stated: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

²¹⁰ Stenographic version of the Verification day 1, Tuesday 16, pp. 6 to 8.
²¹¹ Stenographic version of the Verification day 1, Tuesday 16, p. 16
²¹² Stenographic version of the Verification day 1, Tuesday 16, p. 17.
²¹³ Stenographic version of the Verification day 1, Tuesday 16, p. 19.
²¹⁴ Stenographic version of the Verification day 1, Tuesday 16, p. 21.
²¹⁵ Stenographic version of the Verification day 1, Tuesday 16, p. 23.
²¹⁶ Stenographic version of the Verification day 1, Tuesday, December 16, 2025, p. 32.

289. For their part, the witnesses of the Beneficio de Minas Union denied knowing the contractor [REDACTED].²¹⁷ The statements of these witnesses will be the subject of a more thorough analysis at a later stage.

290. In this sense, the acts of intimidation in the union assemblies do not appear to have been carried out by simple "third parties", as the respondent claims, but by a contractor and an employee of MCR. Thus, it can be considered that MCR's omissions were to its advantage because they led to the union of its choice obtaining ownership of the CBA, both through direct employer interference and through the intimidation of third parties. Similarly, MCR's silence in the face of allegations that the company's workers' freedom of association and collective bargaining was being violated, and the lack of timely intervention through an investigation into the acts reported before the Court, constituted an omission that implied MCR's acquiescence to the acts of intimidation.

291. In addition to the direct employer interference in union activities through the support given to [REDACTED] and other colleagues between April and August, it is necessary to point out the omission incurred by MCR in the critical months in which the Beneficio de Minas Union managed to get the workers to join it (May - August). At that time, MCR Management failed to act to communicate to workers that it was neutral, that they had the right to freely choose a union, and that workers who might threaten others would be sanctioned. These omissions fall especially on the General Manager and the Human Resources Manager. The workers could reasonably have interpreted the silence of the Management as a signal that favored Beneficio de Minas. Although the government and MCR provided training on workers' rights later and before the elections, the Panel considers that the deterrent effect of months of threats and silence from management most likely persisted during the voting.

²¹⁷ Stenographic version of the Verification day 2, Wednesday, December 17, 2025, p. 101.

292. When asked if the members of the Mineros Union fear for their lives, the [REDACTED] replied: [REDACTED]²¹⁸ A response that shows a lack of due diligence to investigate very serious accusations in the mine under this person's charge.

293. The allusions to organized crime were expressly acknowledged by the MCR in its letter dated July 2, 2025, when it states: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] In contrast, the statement of the [REDACTED] omits²²⁰ during the Verification to indicate the concrete measures adopted to prevent the company from being the target of organized crime. And when asked about the controls that are taken because it is in a sensitive, dangerous place and it is a gold mine, the General Manager relativized the importance of this issue by pointing out: [REDACTED]
[REDACTED]

294. As for witness #7 and [REDACTED], [[REDACTED]
[REDACTED]], it is clear from this witness's testimony²²¹ that in view of this person's position, the Panel finds it surprising and implausible that this person ignores or does not have information on important issues in this case that have to do with the area under the witness's responsibility. For example, the witness was unable to answer about the background of the contractor [REDACTED] and his involvement in union assemblies, whether the company AND Aroda del Bajío had one or more contracts and did not provide clarity regarding the trip to Monterrey of [REDACTED] to meet the Beneficio de Minas Union.

295. As opposed to, ORLA Mining, owner of MCR, in its document entitled "*Management's Discussion and Analysis*" that acknowledges that the company is subject to certain risks as a result of conducting operations abroad including "..., narco-

²¹⁸ Stenographic transcription of the Verification, day 1, Tuesday, December 16, 2025, p. 63.

²¹⁹ Submission from NGE Minera Camino Rojo, S.A. de C.V. (MCR). Paragraph 5. USA 105, p. 1.

²²⁰ Stenographic transcription of the Verification, day 1, Tuesday, December 16, 2025, pp.52 and following.

²²¹ Stenographic transcription of day 1 of the Verification, Tuesday, December 16, 2025, p. 47.

terrorist actions or activities..." and further elaborates to point out the following: "A significant portion of the Company's operations are currently conducted in Mexico. Violence in Mexico is well documented and has, over time, been increasing. Conflicts between the drug cartels and violent confrontations with authorities are not uncommon. Other criminal activity, such as kidnapping and extortion, is also an ongoing concern. Many incidents of crime and violence go unreported, and efforts by police and other authorities to reduce criminal activity are challenged by a lack of resources, corruption and the pervasiveness of organized crime. Incidents of criminal activity can affect communities in the vicinity of the Company's operations. Such incidents may prevent access to the Company's mines or offices; halt or delay operations and production; result in harm to employees, contractors, visitors, or community members..."

296. Later in the same document, it states: "Due to the pervasive presence of these criminal organizations in Mexico – as well as such groups' use of threats of extortion, violence, or kidnapping – the Company's policies, internal controls, security, and training may not be sufficient to address the risk of such organizations infiltrating the Company's operations or third-party organizations, suppliers, vendors or other service providers."

297. It then adds: "As part of addressing labor practices at the Company's Camino Rojo mine in Mexico, the Company reviewing potential criminal activity at the mine and has voluntarily notified the Office of the Attorney General in Mexico, the Department of Justice in the United States and is cooperating with these authorities."²²²

298. Witness #1, attorney, stated that Orla Mining conducts itself as a corporate citizen acknowledging: [REDACTED]

²²² Document entitled "Management's Discussion and Analysis", of 30 September 2025. USA 105, pp. 37 & 38.

[REDACTED]

299. The same witness #1 also noted that: [REDACTED]

[REDACTED]

300. Delving into contextual references, in the resolution issued by the District Judge Specialized in Labor Matters, [REDACTED] and as part of the response to the affirmation of the Mineros Union to hold the judge and MCR responsible for the safety of the representatives of the Union, it reads: "The petitioner is reminded that the environment of insecurity is not an exclusive case of this file and that it is an issue that afflicts society at the national level..."²²⁵

301. For their part, the witnesses of Beneficio de Minas who appeared in the Verification answered exactly the same when denying the presence of outsiders in the union assemblies and, in general, of persons linked to organized crime and stated that their disagreement with the Mineros Union was mainly due to reasons of treatment, especially in the assemblies. Although they acknowledged that union issues were discussed in those meetings. They are also stating the same except for one witness, when stating that [REDACTED] led the process of disaffiliation from the Mineros Union and affiliation to the Beneficio de Minas Union. Finally, their statement also was coinciding in saying that they did not know the contractor [REDACTED].

302. However, there are very different versions of the concrete benefits obtained by the Beneficio de Minas Union since [REDACTED] identifies as improvements of the new CBA: that the salary was a little more, 7%; they increased scholarships for our children by 200 pesos and for groceries another 200 pesos, year-end bonuses increased 4 days and they got some cultural and sporting events.²²⁶ Witness #11 was unable to

²²³ Stenographic version of the Verification day 1, Tuesday, December 16, 2025, p. 2.

²²⁴ Stenographic version of the Verification day 1, Tuesday, December 16, 2025, p. 3.

²²⁵ Resolution of the District Judge Specialized in Labor Matters, attached to the Federal Labor Court of Collective Matters based in Mexico City, [REDACTED] in special collective procedure 758/2024, attached as USA 61, p. 3.

²²⁶ Stenographic version of the Verification day 2, Tuesday, December 17, 2025, p. 27.

point out the benefits obtained from the negotiation of the Beneficio de Minas Union. Witness #12 pointed out that in terms of benefits: [REDACTED]

[REDACTED]²²⁷ Asked about the comparison with the benefits of the Mineros Union, the witness did not give a concrete answer. Witness #13 did not directly answer the question about benefits of the new agreement.

[REDACTED] Asked for figures: [REDACTED] Asked again about the benefits of [Beneficio de] Minas Union: [REDACTED]

[REDACTED]"²²⁹ Witness #14 referred to the union dues that they have not paid until now and the witness does not know if they will pay in the future and how much. Witness #15 points out that with the Mineros Union there were only benefits for some and that they wanted benefits for all.²³⁰ That with Beneficio de Minas they have advantages because there are already 9 months of PTU plus 3. Total 12 months and now they also increase with overtime and before this did not happen.²³¹ However, it points out that they did not make the comparison of the benefits they obtained with the Mineros Union and those they would have with the Beneficio de Minas Union before making the decision to join. For this witness, the cause of the dispute was the issue of the PTU.

303. Another issue that reinforces the contradictory nature of the testimonies of the witnesses of the Beneficio de Minas Union refers to union dues. Several witnesses said that now they do not pay union dues but they do not know if they will have to pay, or how much, contradicting what was pointed out by witness #10, who said that [REDACTED] [REDACTED]²³² As an example of the opposite, witness #12 states that in December 2025, that is, a year after Beneficio de Minas Union was awarded ownership, they still do not have dues and cannot know [REDACTED] [REDACTED]

²²⁷ Stenographic version of the Verification day 2, Tuesday, December 17, 2025, p. 46.

²²⁸ Stenographic version of the Verification day 2, Tuesday, December 17, 2025, pp. 77 and 78.

²²⁹ Stenographic version of the Verification day 2, Tuesday, December 17, 2025, p. 81.

²³⁰ Stenographic version of the Verification day 2, Tuesday, December 17, 2025, p. 96.

²³¹ Stenographic version of the Verification day 2, Tuesday, December 17, 2025, p. 103.

²³² Stenographic version of the Verification day 2, Tuesday, December 17, 2025, p. 14

²³³ Stenographic version of the Verification day 2, Tuesday, December 17, 2025, p. 63.

304. In addition, the witnesses do not point to security incidents, nor organized crime, they indicate that San Tiburcio is a quiet and peaceful town and only some commented on having heard of a shootout during the year 2024.

305. In summary, the Panel considers many of the answers given by the witnesses to be vague and uncertain and with manifest contradictions as to the benefits obtained with the Beneficio de Minas Union in comparison with those of the Mineros Union, as well as with respect to union dues, and especially, the Panel's attention is drawn to the difference in appreciation between the senior managers of Orla Mining and the witnesses of Beneficio de Minas, some point out that it is a geographical place of high danger for organized crime and others deny such a presence.

306. Regarding the registration in the REPSE of MCR's subcontractors, in the interview conducted by US DOL personnel with the representatives of the MCR company [REDACTED] and [REDACTED] dated July 3, 2024, it reads that: [REDACTED]
[REDACTED]²³⁴ However, at the time of the labor inspections, this contractor company was not among those declared by the company included in the REPSE.

307. In the same interview referred to in the previous paragraph, the representatives of the company expressly stated that they were aware of the legal process for ownership of the Beneficio de Minas Union and [REDACTED]
[REDACTED]²³⁵ Hence, the intervention reported in the string of emails contradicts the neutrality that this person declared before the STPS that they did not support anyone who was not from the Mineros Union.

308. In summary, among the indications found by the STPS of MCR employer interference, audio 1 and the instruction of the [REDACTED] to provide

²³⁴ Document "Draft/Restricted Use/Preparation for Litigation" containing the interview of US DOL personnel at the U.S. consulate in Monterrey, added to the TAS system as document USA 52, p. 3, number V. July 3, 2024.

²³⁵ Document "Draft/Restricted Use/Preparation for Litigation" containing the interview of US DOL personnel at the U.S. consulate in Monterrey, added to the TAS system as document USA 52, p. 3, number V. July 3, 2024.

facilities to [REDACTED] in the latter's union activities stand out. This occurred through an email whose subject reads: "**Union leave** [REDACTED]", on August 13, 2024, the date on which the owner of the CBA was the Mineros Union. Since the STPS stated that it [REDACTED] [REDACTED] the Panel summoned [REDACTED]'s supervisor to the Verification to provide testimony. The company reported that [REDACTED] had terminated his employment relationship with MCR, but [REDACTED] mentioned in the string recognized, confirmed and explained its scope.

309. The string of emails was also recognized by the incumbent [REDACTED], who is also copied.
310. Considering that [REDACTED] said she had no union experience and that from the evidence it is known that he was the main architect of the process of union change, to explain this person's ability to manage to get 117 disaffiliations and affiliations in one week, we can only take into consideration other factors and that leads us to the testimonies that express that this person worked together with [REDACTED], and that refer to their role in the intimidation.
311. During the Verification, sufficient evidence was found to establish the participation in union activities of the MCR subcontractor [REDACTED], whose company AND Aroda del Bajío was expressly recognized as a contractor by the [REDACTED] [REDACTED] and by the document submitted to this Panel by the [REDACTED] ENG MCR.
312. In addition, reports from the Company and its representatives confirm the high level of danger due to the presence of organized crime in the geographical area where the mine is located, which allows us to presume the credibility of the testimonies of intimidation and harassment reported by the Mineros Union.
313. The importance of having authenticated the existence, authorship and content of the email string is that it constitutes irrefutable proof of the intervention of the MCR company in favor of the Beneficio de Minas Union, since the beginning the work from

██████████ was crucial against the Mineros Union in the results of the vote of ownership of the CBA of November 22, 2024, consequently violating their rights to freedom of association and collective bargaining, which is added to the proven intervention of MCR in April.

314. From the foregoing, it is concluded that there was employer interference by the MCR in the union activities of its workers and that this interference is aggravated considering that there were also acts of intimidation and coercion that the MCR could not, nor should it have ignored, given that ██████████ was specially authorized by the company to act in union matters and that ██████████ and its contractor company also worked for MCR.

315. The Panel concludes that MCR was acquiescent in the denial of workers' rights to freedom of association and collective bargaining. In the critical months when the Beneficio de Minas Union was working to get workers to join it, MCR management failed to communicate to workers that it was neutral, that workers had the right to freely choose a union. Nor did the MCR take preventive measures such as informing workers that those who might threaten others would be sanctioned. The workers could reasonably have interpreted the management's silence as a sign that it favored the Beneficio de Minas Union. In addition, the evidence shows that MCR acted contrary to its obligations. As detailed above, the Panel has determined that the MCR directly interfered with the right of workers to freely choose their union, in violation of Mexican law. The deterrent effect of months of threats, silence and direct interference from management denied MCR workers their right to freedom of association and collective bargaining.

316. Mexico has alleged the lack of formal complaints to the authorities regarding criminal, police or judicial acts, as outlined in this Determination. However, the company itself points out: "Many criminal and violent incidents go unreported..."²³⁶

²³⁶ Document entitled "Management's Discussion and Analysis", of 30 September 2025. USA 105, p.38.

317. With respect to the attacks that ██████████ claims to have suffered and that were also denounced by the Mineros Union, this Panel points out that there is no testimonial or documentary evidence in this case to support those allegations and that the attacks presented to this effect by the Complaining Party are not considered sufficient to lead the Panel to the conviction that they were carried out since there is no medical, police, judicial, or testimonial record evidence to support this statement, so it is considered that the claim for this reason is not proven.

318. On the other hand, the judicial procedure that organized the vote on November 22, 2024 and the judgment issued by the judge in that case, ██████████, as well as the ILO Report, with the observations regarding the methodology of the observation process²³⁷, only record compliance with the requirements for the vote on that day to be considered valid.

319. This Panel considers that the judicial pronouncements and the observations of the ILO set a record of the compliance with the LFT and complementary Mexican laws during the day of the vote. However, this Panel also considers that the foregoing does not prevent it from issuing a pronouncement on what Article 31-A.5 (a) entrusts to it regarding whether there was, during the process that led to this vote, a Denial of Rights to freedom of association and collective bargaining of the workers at the Camino Rojo Mine Covered Facility.

320. The United States, during the Public Hearing,²³⁸ argued that the variety of evidence, including WhatsApp messages, videos, audios and testimonies, considered as a whole, leads to its credibility. "Perhaps is not quite right as Mexico might suggest, but to look at it as a whole because consistently tell the entire scene of the story." Regarding this argument, the Panel has granted validity to audios, WhatsApp messages or screenshots only to the extent that they have been corroborated by other evidence and from this perspective, the Panel considers the set of backgrounds of this case as a whole.

²³⁷ ILO observation report. November 22, 2024. Mex. 61

²³⁸ Stenographic transcript of Public Hearing, December 18, 2025, p.82, 83.

321. Consequently, from all of the above, this Panel concludes its analysis of the evidence by considering that it has been proven that there was undue employer interference by the MCR company; and that there was coercion and intimidation of MCR workers to disaffiliate from the Mineros Union and join the Beneficio de Minas Union. This occurred with the knowledge and acquiescence of MCR, a company that is also aware of the high level of danger in the area in which its operation is located. On the contrary, it dismisses, as not having sufficiently substantiated, the remaining grounds of the US Petition that gave rise to this Panel.

3.3.2 On the Law

322. The United States bases the Denial of Rights it claims on Article 31-A.4.2 of the USMCA, which allows a complaint to be filed when a Denial of Rights is occurring at a Covered Facility in this case in Mexico, the Camino Rojo Mine.

323. According to that Party, the applicable Mexican legislation that has been violated includes several provisions of the LFT and the following are invoked: Article 2, Article 133 sections (IV), (VII), and (XVII), Article 357, Paragraphs (1), (2), and (3), Article 378 sections (IV), (V), and (VIII).

324. That Mexico has invoked in its Initial Submission that the concept of Denial of Rights cannot be applied in this case, since the alleged violations must be of such a degree that the workers of the Covered Facility are prohibited, banned, or not recognized, in an absolute and total, serious, malicious, manifest and in bad faith manner the collective rights of free association and collective bargaining.

325. In particular, Mexico argues that it is not appropriate to make claims based on acts of a criminal nature, since that is not contemplated in the Agreement.

326. In response to this reasoning, the United States replied that such requirements are not in the RRLM of the USMCA and that any violation of the LFT is covered by

the Agreement and that in the specific case there have been very serious violations of freedom of association and collective bargaining.

327. The complaining Party has placed particular emphasis on the fact that the acts may be of both a civil (labor) nature and a criminal nature and that in these proceedings they relate to criminal violations.

328. Despite the fact that in its Initial Submission Mexico claimed the lack of jurisdiction on the grounds that criminal acts cannot be the subject of discussion before this Panel, during the Public Hearing, Mexico stated: "with regard to those activities or acts that may affect the rights that concern the Mechanism ...", "we assert and confirm that these acts may constitute a Denial of Rights ...".²³⁹ This Panel shares this understanding.

329. As already established in this Determination, the Panel is governed by the Vienna Convention on the Interpretation of the Rules of the RRLM. In addition, it is governed by the guiding principles contained in the criteria for the application of standards and rights as recognized by the ILO.

330. Considering the special labor nature of the RRLM, we believe that its terms should be interpreted mainly from the perspective of labor law and practice, application of standards and rights as recognized by the ILO.

331. We also recognize, as established in the *Atento* case, as informative principles those upheld by the jurisprudence of the WTO dispute settlement bodies to the extent that they are applicable to the present case.

332. And we also consider in this dispute that the incorporation by the negotiators of the RRLM of the requirement that the members of a Panel have knowledge and experience in labor law and practice, and with the application of standards and rights as recognized by the ILO, is not innocuous. Moreover, the RRLM is an agreement of a

²³⁹ Stenographic transcript of the Public Hearing, Thursday, December 18, 2025, p. 76.

special nature that is part of the USMCA and, therefore, must be governed by its own special rules following the *Generalibus specialia derogant* principle.

333. That the STPS report invokes "Article 123 of the CPEUM and ILO Convention No. 87 concerning Freedom of Association and Protection of the Right to Organise, which is based on 4 postulates: the right to freedom of association, the right to draw up their statutes and administrative regulations, the right to freely elect its representatives and the right to organize internally, and in accordance with Chapter 23 of the USMCA, the Parties agree on the freedom of association and the effective recognition of collective bargaining as fundamental labor rights."

334. Said report also invokes, with regard to the alleged interference of MCR in union affairs, the following: "In accordance with the general principles derived from the Compilation of Decisions by the ILO Committee on Freedom of Association in the section on protection against acts of interference, the following is asserted:

- General principle No. 1187.- Article 2 of Convention No. 98 provides that workers' and employers' organizations shall enjoy adequate protection against any act of interference with their establishment, operation or administration.
- General principle number 1189.- Workers have the right to join the organizations they deem appropriate without any interference from the employer.
- General principle number 1190.- The Committee has emphasized the fundamental principle of the free choice of organizations by the workers and the non-interference of the company in favor of a trade union."

335. In general, the Panel considers that in order to define the concept of Denial of Rights, the provisions of the Vienna Convention must be complied with. And given that the term "denial" is not defined in the text of the RRLM, this Panel will resort to the context in which it is inserted, especially to its purpose, which is to guarantee the remediation of a denial of rights. It also takes into account the Preamble of the Agreement, which states the purpose of: "promoting the protection and enforcement of

labor rights, the improvement of working conditions, the strengthening of cooperation and the capacity of the Parties in labor issues".

336. In the opinion of the Panel, and in view of the object and purpose of the Rapid Response Labor Mechanism, the term "denial of rights" pursuant to Article 31-A.2 of Annex 31-A of the USMCA should be interpreted as a negative impact that can be constituted, not only in the legal absence of rights, but also when, even if there is a normative recognition in place, the effective exercise of freedom of association and collective bargaining is inhibited, neutralized or emptied of content in fact. This understanding responds to a substantive and structural conception of collective rights, which requires an evaluation of the real conditions in which they are exercised, including possible acts of interference, retaliation, unequal treatment or substantial imbalance of power between unions. Such an approach is consistent with the practice of national labor authorities, as well as with the doctrine of the ILO CFA, whose decisions, although not binding, have repeatedly identified these practices as incompatible with the free exercise of collective rights.

337. On the other hand, in accordance with article 31 of the Vienna Convention, the meaning of the term "denial of rights" must be determined in good faith, in accordance with the ordinary meaning to be given to the terms of the Agreement in their context and in the light of its object and purpose.

338. Therefore, the Panel deduces that Article 31-A.2 of the RRLM requires interpreting the term "denial of rights" in its specific context or in the circumstances in which the rights of freedom of association and collective bargaining are exercised or in which such rights may be considered effectively denied and thus place the term within the normative and purpose framework of the RRLM, in relation to Chapter 23 and Annex 23-A of the USMCA through a systematic reading.

339. As for the standard of proof, the Panel considers that it may be determined according to the specific material conditions of the case in question, such as interference, intimidation, power imbalances, which in fact impede the free and effective exercise of freedom of association and collective bargaining.

340. In this manner, it is possible to evaluate the practical reality beyond the written norm and align with the objectives that inspire the design of the RRLM, whose purpose is to guarantee, and where appropriate, remediate the real and not only formal exercise of collective rights in the covered facilities. An example is the failure to report acts of intimidation or threats to the authorities. The context makes it credible that people are afraid to report to the prosecutors' offices, as endorsed by the Orla Mining document when it states that acts of violence go unreported. For that reason, it may be credible that these events occurred even if there was no filing of reports.

341. Hence, for the Panel, the concept of "denial of rights" of the RRLM does not include the requirement of an express legal prohibition, nor an absolute factual one, but focuses on examining the specific situations in which the effective exercise of collective rights is neutralized in a structural and persistent manner.

342. In this order of ideas, it seems pertinent to us to invoke general principle number 1187 that guarantees protection against "**any act of interference**" in the constitution, operation or administration of a union; in like manner, General Principle 1189, which recognizes the right to join organizations of their own choosing "**without any interference from the employer**." Both principles invoked by the STPS are consistent with Article 2 of the LFT which guarantees "... **unrestricted respect** for the collective rights of workers, such as freedom of association, autonomy, the right to strike and collective bargaining..."²⁴⁰

343. The ILO considers Freedom of Association as a fundamental human right that includes two dimensions. According to Conventions 87 and 98, the individual dimension refers to the right of each worker (or employer) to act freely without any interference or reprisal, including freedom of association, freedom of non-association, protection against acts of discrimination that condition employment or dismiss a worker for their union affiliation or participation in legitimate activities, and freedom of opinion. The collective dimension, on the other hand, refers to the rights of unions as organizations endowed with autonomy to defend the rights of their members and to

²⁴⁰ Highlighted by the Panel.

function without conditioning. Among the criteria that make up the collective dimension are autonomy and self-organization; the prohibition of intromission or interference by employers or their agents in the constitution, operation or administration of unions and the right to freely and voluntarily negotiate conditions of work and employment with employers.

344. Article 357 of the LFT guarantees, for its part, both dimensions of freedom of association. The individual dimension refers to the right of workers (and employers) to establish organizations and join them without any other condition than to respect their statutes. It also establishes the collective dimension by protecting workers' and employers' organizations against any act of interference by one with another... directly or through their representatives in their constitution, operation or administration. In addition, it defines what actions or measures of interference consist of, such as those aimed at promoting the constitution of workers' organizations dominated by an employer... or to support workers' organizations in any way with the aim of placing them under their control.

345. Considering this regulatory framework, the Panel found that MCR committed both acts and omissions that violated the individual freedom of workers to decide whether to remain or disaffiliate from the Mineros Union and their affiliation to the Beneficio de Minas Union, by showing its preference for the latter, offering advantages in the event of changing its affiliation and tolerating acts of threats and intimidation by third parties (MCR's subcontractor). This occurred in a context that required the greatest diligence to prevent the unsafe conditions of the mine from affecting labor relations. In this way, the right to decide who should represent them in collective bargaining was violated.

346. In turn, the acts and omissions of MCR affected the collective dimension of free association and collective bargaining by favoring the process of disaffiliation of workers from the Mineros Union and their affiliation to the Beneficio Minas Union, in such a way that the former lost the ownership of the CBA and its section 335 was affected in its operation and integrity, without this resulting from the free will of its members.

347. In relation to the jurisprudence invoked by Mexico that requires "a very high threshold" to determine a Denial of Rights, "due to the gravity of a charge that condemns the system... of a State" it should be noted that we are not dealing with a case in which charges are brought against a State, but rather a Panel is established to determine the Denial of Rights by a Covered Facility, not by a State and, consequently, we are in different situations.

348. From the foregoing, the Panel concludes that if a violation seeks and succeeds in dismantling a union, this implies a serious violation of the provisions of the RRLM, the LFT and the ILO and, consequently, a denial of the rights to freedom of association and collective bargaining.

349. Mexico has argued that the right to collective bargaining has not been violated since the Mineros Union lost ownership of the CBA and no longer has the right to bargain collectively with the workers of the MCR. In this regard, it should be borne in mind that the loss of ownership was caused by the violation of freedom of association rights, the consequence of which was precisely to deprive the union of the ownership of the CBA, from which it can be inferred that both rights were denied.

350. In the particular case of MCR, the Panel has already examined in its Verification the evidence emanating from the background of the case and has determined that the intervention and its discriminatory attitude in favor of the Beneficio de Minas Union and, therefore, the undue employer interference of the company in the union activities of its workers is proven. In addition, the Panel found that there were acts of intimidation and coercion that the company could not, and should not have ignored, and that, therefore, MCR was acquiescent in denying the workers' rights to freedom of association and collective bargaining. This is further aggravated by the awareness of MCR and Orla Mining Company management about possible criminal activities affecting labor relations at the mine, which is located in an area with high safety risks. The company did not clearly communicate that it was neutral and, instead, by supporting the Beneficio de Minas union in a special way, it allowed the workers to reasonably interpret management's silence as a position in favor of the Beneficio de Minas Union.

351. Furthermore, MCR, in its capacity as a party to the legal proceedings, took cognizance or should have taken cognizance of the claims of the Mineros Union regarding the safety of the members of this Union at the mine and of its requests to obtain protection for its activities. These proceedings are as follows: 715/2024 filed on May 3, 2024 before the Labor Court; procedure 958/2024 of September 24, 2024 and procedure 958/2024 of September 29, 2024. It may be considered that despite the commitments to the ILO Declaration on Fundamental Principles and Rights at Work, including the rights to freedom of association and collective bargaining that MCR recognizes and declares to have implemented, this was insufficient as there was no allegation or evidence that an investigation process had been conducted in response to the complaints of the Mineros Union about intimidation and coercion at the mine. These complaints were filed prior to the date of the recount vote and although it is not possible to know with certainty whether an investigation by MCR could have favored a climate of true neutrality at the mine and had an impact on that outcome, the omission to act on such complaints also constituted a serious violation of the labor provisions on freedom of association and collective bargaining of the LFT and the ILO.

352. From the background it also emerges that MCR was the main promoter in the Denial of Rights by facilitating the activity of one person and later of another union to achieve the disaffiliation of the workers of the union that is the owner of the collective bargaining agreement. And it was acquiescent to the acts of pressure and intimidation carried out by the contractor [REDACTED] and by [REDACTED]. A point to note is that this intimidation was accompanied by an offer of advantages to the workers in the event of joining the Beneficio de Minas Union, advantages that could only be granted by MCR such as additional bonuses.

353. Moreover, in the face of these acts of intimidation in the union assemblies, the company remained silent and showed tolerance, which led to MCR's preferred union to obtain ownership of the CBA. In this way, MCR achieved a benefit both from direct employer interference and from the intimidation of third parties. Its omission to respond

to complaints of violation of freedom of association and collective bargaining is also considered negligent in view of its obligation to respect and protect the rights of its workers, since it has not been demonstrated that it has conducted at least one investigation into the acts reported before the court.

354. On the other hand, it is worth noting the omission of MCR in the critical months in which the Beneficio de Minas Union achieved the mass membership of workers, a period in which the company's management did not act to clearly communicate to the workers that it was neutral and that they had the right to freely choose their union and that those workers who made threats would be penalized.

355. The workers were thus able to unequivocally interpret the silence of the management as a signal in favor of the Beneficio de Minas Union. Thus, even if the right to a free and secret vote was guaranteed on the day of the vote, the Panel considers that it is most likely that a deterrent effect of months of threats and silence from the leadership on the day of the vote operated.

356. In sum, the Panel concludes that MCR, in addition to being directly responsible for employer interference in union activities, is even more responsible for its silence and acquiescence in having benefited from the violation of workers' rights to freedom of association and collective bargaining through acts of intimidation by the subcontractor [REDACTED] and [REDACTED]

357. The facts considered as proven by the Panel imply the violation of the labor provisions included in the LFT invoked by the United States in its Petition. Indeed, the facts described in the Petition and that have been found to be proven in the Verification imply a violation of the following provisions of the LFT:

· Article 2 states: "Labor provisions aim to achieve a balance between the factors of production and social justice, as well as to promote dignified work in all labor relations." According to Article 2, "dignified work also includes unrestricted respect for the collective rights of workers, such as freedom of association, autonomy, the right to strike and collective bargaining."

- Article 133 (IV), which states: "prohibits employers from "forcing workers by coercion or by any other means, to join or withdraw from the union or group to which they belong, or to vote for a certain candidacy, as well as any act or omission that violates their right to decide who should represent them in collective bargaining."
- Article 133 (V), which states: That "Employers or their representatives are prohibited from interfering in any way in the internal regime of the union, prevent its formation or the development of union activity, through implicit or explicit reprisals against workers."
- Article 133 (VII), that "Employers or their representatives are prohibited from conducting any act that restricts the rights granted to workers by law."
- Article 133 (XVII), that "prohibits employers or their representatives from carrying out any act aimed at exercising control over the union to which their workers belong."
- Article 357 (1), that " Workers and employers, without any distinction and without prior authorization, have the right to establish and join organizations they deem appropriate, provided they observe their statutes."
- Article 357 (2), "Workers' and employers' organizations must enjoy adequate protection against any act of interference by one another, whether carried out directly or through their representatives in their constitution, operation, or administration."
- Article 357, (3), that it considers as acts of interference "actions or measures aimed at encouraging the constitution of workers' organizations dominated by an employer or an organization of employers or to support in any way workers' organizations with the aim of placing them under their control."

- Article 378 (IV) that it prohibits unions from "exercising acts of violence, discrimination... against its members, the employer, its representatives or its property, or against third parties."
- Article 378 (V) that it prohibits unions from "participating in acts of simulation, assuming the character of an employer in order for the real employer to evade its responsibilities."
- Article 378 (VIII) that it "prohibits committing acts of extortion or obtaining gifts from the employer, unrelated to the collective bargaining agreement."

358. The Panel considers that all of the provisions invoked in the United States' Petition substantiate the allegation of their violation in relation to freedom of association and collective bargaining. In particular, they prohibit forcing workers to join or withdraw from the union to which they belong, as well as prohibit any act or omission that violates their right to decide who should represent them in collective bargaining or to interfere in any way in the union rules or the development of their union activity.

359. However, the Panel considered that there is not sufficient testimonial or documentary evidence in this case to support the complaint of the alleged attacks suffered by ██████████, in consequence, that reason for the complaint was considered unsubstantiated.

Obiter dicta

360. The Panel recognizes that this case is situated in a particularly sensitive context and therefore considers it appropriate to elaborate on its legal reasoning with institutional balance and empathy. In order to fulfil its responsibility, the Panel considers it useful to provide a broader international normative framework that sheds light to the meaning of the Denial of Rights to freedom of association and collective bargaining in an operational context.

361. The starting point is the provisions of Mexico's LFT cited in the U.S. Petition; ILO Convention 87 on Freedom of Association and Protection of the Right to Organise and the CFA cases invoked by the STPS in relation to employer interference; ILO Convention 98 on the right to organise and collective bargaining and ILO General Principles numbers 1072, 1073, 1074 and 1075.

362. The Panel notes that the ILO has expressed its view on the meaning of Conventions 87 and 98. The Compilation of Decisions of the Committee on Freedom of Association lists the principles to be drawn from its application in more than 3200 cases. Two parts are particularly relevant to this dispute. This is the case of Part 13 on Protection against discrimination and Part 14 on Protection against acts of interference. They state that "The intervention by an employer to promote the establishment of a parallel trade union constitutes an act of interference by the employer in the functioning of a workers' association, which is prohibited under Article 2 of Convention No. 98."²⁴¹ In addition, it observes: "Any coercion of workers or trade union officers to revoke their union membership constitutes a violation of the principle of freedom of association, in violation of Convention No. 87".²⁴²

363. The ILO has also adopted the ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy to provide direct guidance to enterprises²⁴³, which states that the "responsibility to respect human rights requires that enterprises, including multinational enterprises wherever they operate: (i) avoid causing or contributing to adverse impacts through their own activities, and address such impacts when they occur; and (ii) seek to prevent or mitigate adverse human rights

²⁴¹ Compilation, <https://www.ilo.org/es/publications/la-libertad-sindical-recopilaci%C3%B3n-de-decisiones-del-comit%C3%A9-de-libertad>, para. 1195.

²⁴² Article 1198

²⁴³ This declaration was approved by the ILO's governing body. It was last amended in 2022, in part to reflect that the ILO Declaration on Fundamental Principles and Rights at Work had been amended in 2022 to include a fifth principle on occupational safety and health. Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy.

impacts that are directly linked to their operations, products or services by their business relationships, even if they have not contributed to those impacts;"²⁴⁴ In this context, the ILO directly incorporates the 2011 UN Guiding Principles on Business and Human Rights (UNGPs),²⁴⁵ which use the "Protect, Respect and Remedy" framework to define the obligations of governments and businesses. Part II of the UNGPs sets out the "corporate responsibility to respect human rights", expressly including the rights set out in the ILO Declaration on Fundamental Principles and Rights at Work.²⁴⁶ The commentary notes that these principles and the rights enshrined in the eight ILO core Conventions set the parameters for assessing human rights impacts.

364. In analyzing the operational principles²⁴⁷, the Guiding Principles note that issues of complicity may arise²⁴⁸ when a company contributes, or is perceived to contribute, to negative human rights impacts caused by third parties. They also point out that companies may be perceived as complicit in the acts of a third party when, for example,

²⁴⁴ Tripartite Declaration of Principles concerning Multinational Enterprises, General Policy Chapter, para. 10(c).

²⁴⁵ Digital version of the UN website, United Nations Guiding Principles on Business and Human Rights (UNGPs), available at: https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr_sp.pdf

²⁴⁶ Digital version of the UN website, UN Guiding Principles on Business and Human Rights, part II, para. 12

²⁴⁷ The UNGPs comment that "companies must know and demonstrate that they respect human rights" and principles 16 to 24, in a section entitled "Operating Principles", elaborate on this issue.

²⁴⁸ The official Spanish version of the UN Guiding Principles on Business and Human Rights uses the term "complicity" in the Commentary to Principle 17. It distinguishes between criminal and civil complicity. United Nations Guiding Principles on Business and Human Rights

https://www.ohchr.org/sites/default/files/Documents/Publications/GuidingPrinciplesBusinessHR_SP.pdf. Issues of complicity may arise when a company contributes or appears to contribute to negative human rights impacts caused by other parties. Complicity has a legal and a non-legal meaning. In its non-legal sense, companies may be considered "accomplices" to acts committed by another party, for example, when they appear to benefit from an infringement committed by that other party. In its legal sense, most national jurisdictions prohibit complicity in the commission of a crime and some establish the criminal liability of companies in such cases. In general, civil actions may also be brought against companies that are alleged to have contributed to causing harm, even if it cannot be defined in human rights terms. International criminal law jurisprudence indicates that the relevant criterion for defining complicity is knowingly practical assistance in the commission of a crime or incitement with significant effects on the commission of the crime.

they are perceived to benefit from an abuse committed by that third party.²⁴⁹ The Panel notes that the United Nations Guiding Principles consider that companies have an obligation to respect workers' freedom of association and collective bargaining and to remain neutral, without interfering with, disparaging or influencing a worker's decision to seek representation. This is consistent with the Panel's view that commitments agreed by States Parties necessarily impose obligations on companies.

365. The Panel concludes that this international framework clearly establishes the reasoning behind Mexico's LFT in accordance with ILO Conventions 87 and 98 regarding undue employer interference and acts of intimidation that were not the subject of a pronouncement by MCR Management. All of which resulted in a Denial of the Rights of freedom of association and collective bargaining of the MCR workers.

3.4 Remediation.

3.4.1. On the Sufficiency of the Remediation

366. As for the remediation of rights, we must interpret the term "remediation" in accordance with Article 31 of the Vienna Convention, according to the "terms of the Treaty in their context and in the light of its object and purpose ". And as for the literal meaning of the word "remediation," it seems to us that the most applicable meaning is equivalent to "redress, complete satisfaction of an offense, damage, or injury." As for "remediate", the meanings that, in the Panel's opinion, are applicable indicate: "Amend, correct or remedy"; "to redress, to satisfy the offended"; "to remedy or prevent damage or harm". In conclusion, for the Panel, sufficient redress is required to "neutralize the effect of the company's actions against its workers" or "take measures to undo as far as possible the damage caused." The foregoing is reinforced by the purpose of the RRLM is "to ensure remediation of a Denial of Rights, as defined in Article 31-A.2".

²⁴⁹ Digital version of the UN website, UN Guiding Principles on Business and Human Rights, commentary to Principle 17, page 22.

367. The following is a summary of the actions taken by MCR in connection with the facts that are the subject of this Panel.

Chart. Actions taken by MCR before the recount vote for the ownership of the CBA on November 22, 2024.	
Letter of Neutrality ²⁵⁰	MCR has no position in favor of workers remaining in a union, forming a different one, or deciding not to join a union.
	Commitment to neutrality in any decision regarding forming, joining, administering and/or voting for the union of their choice.
	Zero-tolerance policy (PT-0) against any retaliation or intimidation related to the exercise of the rights to freedom of association and collective bargaining. The PT-0 includes any action or omission contrary to the letter of neutrality.
	Commitment not to retaliate or discriminate, harass through superiors or colleagues, threaten or cause violence to workers because of their union preferences.
	Condemning any act or threat of obstruction, intimidation or corruption, promises to influence a vote, inappropriate surveillance or any internal or external activity that may have a negative impact on the rights to freedom of association and collective bargaining.
	Reiteration that MCR has an anonymous complaint line and that it may also be reported to the STPS via inspection.
Guidelines of Conduct ²⁵¹	Prohibition to its representatives from interfering in union activities: <ul style="list-style-type: none"> - Coercing or threatening workers because of their union preferences, - Dismissal for union reasons. - Acts of interference that favor any union. - Forcing people to join or disaffiliate from a union or to vote for a candidacy for union representation or to vote in a specific way in consultations related to the content of the CBA. - Exercising control over the union. - Harassment by superiors, discriminating, threatening, causing violence or harassment by workers by colleagues for any union reason.

²⁵⁰ MEX 19.

²⁵¹ MEX 20.

	<p>MCR is obliged to provide union representatives with appropriate facilities for the exercise of representation activities.</p> <p>To carry out the above, union representatives must [...] comply with the access policies and security measures established by MCR "and must have at the time of their entry workers affiliated to their union providing services within the Camino Rojo workplaces"²⁵²</p> <p>Enable labor authorities to inspect and monitor compliance with labor standards.</p>
Zero-tolerance and sanctions policy ²⁵³	<p>Persons who fail to comply with the guidelines of conduct may be penalized in accordance with the Law, internal work regulations and other applicable legal provisions.</p> <p>Anyone who violates the rights to freedom of association and collective bargaining will be penalized, "considering them as serious violations and may result in the termination of the employment relationship."</p> <p>Before penalizing any person derived from the application of the guidelines of conduct, MCR may conduct an investigation, giving the parties involved the opportunity to act in the best of their interest.</p> <p>The application of any penalties shall take into account the seriousness of the violation and the nature of the recidivism of the person under investigation.</p>
Training provided by MCR ²⁵⁴	<p>It explained the content and implications of the letter of neutrality and the guidelines of conduct. The STPS distributed booklets on freedom of association and collective bargaining.</p> <p>Participants:</p> <ul style="list-style-type: none"> Session 1, 47 Session 2, 28 Session 3, 23 Session 4, 40 Session 5, 31 Session 6, 12

368. MCR adopted four types of measures prior to the recount, as detailed in the chart above. These measures focused on the issuance of letters of neutrality, guidelines of conduct, a zero-tolerance policy and penalties, as well as training provided by MCR.

²⁵² MEX-20

²⁵³ MEX-20

²⁵⁴ MEX-73.

369. Since these measures are pertinent and relevant, it may be considered that they were insufficient to remediate the consequences of the employer interference in union affairs and the threats²⁵⁵ reported by the Mineros Union before the Court during the filing of the disputes between it and MCR. This is because, by themselves, the remediation measures did not generate a climate of neutrality and free of threats of violence for the exercise of freedom of association and collective bargaining before and during the vote. In this way, the effects of the employer interference and previous acts of intimidation, despite the adequate security guarantees offered by the court, could not be counteracted. In this regard, it should be borne in mind that the obvious facilities given to a worker to proselytize against the union that owned the Collective Bargaining Agreement sent the workers a clear signal of the company's preference. This unduly favored the Beneficio de Minas Union, allowing it to gather the number of members necessary to dispute the ownership of the contract with the Mineros Union in a short time, and to persuade the other workers that the least risky thing to do for the security of their jobs was to disaffiliate from the Mineros Union. It should be noted that most, if not all, of the workers are from that locality, so the mine is an important source of formal employment to which they can access, in addition to the fact that they were exposed to the threats being fulfilled if they did not vote in favor of the Beneficio de Minas Union.

370. In addition to this, there is the absence of an investigation by MCR - or at least no evidence has been offered that it had been conducted - into the possible behavior of a representative of the subcontractor AND Aroda in assemblies of the Mineros Union and the allegations about the conduct of [REDACTED] and [REDACTED] to pressure workers to disaffiliate from the Mineros Union and join the Beneficio de Minas Union. Nor were the alleged acts of violence reported by members of the Mineros Union investigated, despite the fact that MCR recognized that the context of violence in which the mine is located can affect labor relations in those facilities. The argument that there is no competence to investigate possible criminal acts lacks grounds

²⁵⁵ USA-15 and USA-27.

since what the issue at hand was to know whether these conducts had labor consequences among the workers to force them to disaffiliate, and if so, apply the penalties established in its zero-tolerance policy.

371. In the Panel's opinion, the interference in union affairs and the speculations that were generated around possible acts of violence, threats and arbitrary dismissals linked to union preferences, whether or not they constitute criminal conduct (and on which the Panel does not make any determination), were sufficient to create a climate of fear among the workers of the Mine due to the possibility of suffering possible effects in the event that they did not support the union preferred by their employer, such as loss of benefits or dismissals. This situation was reported by some workers in the investigation conducted by the STPS when the complaint was filed by the United States; was also stated by U.S. officials to MCR managers and was reiterated in the testimonies collected in the verification.

372. Considering all of the above, the Panel concludes that MCR had only partially complied with the provisions of its guidelines of conduct and its zero-tolerance policy, and that the training courses given to counteract employer interference and intimidation, coercing workers to join the Beneficio de Minas Union, were also insufficient. For instance, in the responses given during the inspection carried out on January 30, 2025, the vast majority stated that complaints of violations of the rules should be presented to their supervisors and very few mentioned that there was an *ad hoc* mechanism for this purpose.

373. Although it cannot be established to what extent the interference or intimidation behaviors affected the result of the vote on the ownership of the CBA, what is ultimately questioned is not whether the behaviors of employer interference or intimidation were what determined the result of a vote but the behaviors themselves. In addition, the Panel considers that there was an atmosphere of fear among the workers prior to the vote on the recount that persisted and tilted the result in favor of the Beneficio de Minas Union,

because it had received the support of MCR for some time before the recount.

374. In conclusion, although it is true that guarantees of neutrality and sufficient protection were offered during the day of the recount on November 22, what happened in the previous months, without measures having been adopted to effectively counteract its effects, leads the Panel to consider that the Denial of Rights was not fully remediated by the party who carried out acts of employer interference and tolerated intimidation by a subcontractor against the workers.

375. For all of the above, this Panel has considered that there has been a Denial of the Rights of Freedom of Association and Collective Bargaining by MCR, that the remediation has been insufficient and that Mexico requested in the Public Hearing of December 19, 2025, that the Panel suggest remedies.

376. Before the Panel completed its work, on January 6, 2026, a communication was received from the United States including recommendations for a possible course of remediation that could be included in the Panel's Determination. In turn, on February 6, 2026, a communication was received from the Mexican Party where it was reported that "... the Parties are discussing a possible solution to the present dispute, without prejudice to the fact that the Respondent Party considers that there is no Denial of Rights whatsoever." Subsequently, on February 9, the United States sent a new communication stating that "the Parties are not currently discussing a solution..." Also, despite having received on February 4, 2026, a communication from Mexico "with comments on the recommendations for remediation that the United States sent to the Panel on January 6, 2026," having indicated by Mexico that "no Denial of Rights has occurred," the U.S. consider that it is not possible to "discuss a solution" because there is "a fundamental disagreement between the parties." It is also noted that "the Parties also fundamentally disagree as to the measures necessary to remediate the Denial of Rights..." therefore, it "looks forward to receiving the Panel's Determination." Then, on

February 11, 2026, the Panel received a communication from the Mexican Party with the intention of "apologizing for the confusion that has been caused in these days" explaining that its intention in making "a proposal in good faith" was to address the Panel's recommendation in favor of achieving "an amicable resolution" of the case. Considering that "the proposals put forward by the United States ... substantially exceeds the scope of application of the RRLM," Mexico chose to withdraw its request for the Panel to include "a recommendation on the course of remediation" based on Article 31-A.8.4. However, in the event that "the Panel decides to ignore Mexico's request," this Party attached, based on the United States' proposal, a course of remediation "despite the fact that there is no Denial of Rights and that, *arguendo*, it has already been remediated."

377. Upon receiving these communications from both Parties, the Panel was already about to deliver this Determination in which, as already stated, it is determined that a Denial of Rights occurred and the remedies were insufficient so, in response to Mexico's request during the Public Hearing on December 19, 2025, it included a course of remediation of the Denial of Rights.

378. Without ignoring Mexico's request of February 11, 2026 not to issue recommendations for the course of remediation, which reverses that of December 19, 2025, and with the sole purpose of facilitating agreements between the Parties, the Panel proceeded to compare the proposals of both Parties. Considering that the proposals recommended by the Panel are virtually the same as those submitted by Mexico and also largely satisfy those submitted by the United States, it was decided to maintain its own proposal for remediation in this Determination. In any case, it will be the Parties who finally reach the resolution of the case in accordance with the rules of the RRLM.

379. It should be noted that the main difference between the proposals of both Parties refers to the request by the United States to consider annulling the November 22 vote. However, this Panel argues that in this case it lacks the power to propose the modification of a resolution of the Labor Court, especially if it has been endorsed by

the superior courts of Justice of the Mexican State, which recognized the validity of the majority vote of the workers in favor of the Beneficio de Minas Union issued in the recount procedure held on November 22, 2024. As a result of this vote, the ownership of the CBA together with the right to collective bargaining corresponds exclusively to the Beneficio de Minas Union, unless the decision of the Federal Labor Court of Collective Affairs based in Mexico City issued on November 28, 2024 (758/2024) is reversed by the Judicial Branch itself. For this reason, the Panel considers that Mexico's proposal, to the effect that "Through the Mexican courts, at the request of the interested party, the decision in the ownership proceeding will be reviewed taking into consideration the criteria issued by the Supreme Court of Justice of the Nation" should be accepted by the United States, since we agree that only the Judicial Branch could be in a position to reverse previous decisions.

380. Given that the Panel has determined the existence of a Denial of Rights originating from MCR's interference in union affairs, as well as threats and intimidation suffered by its workers, which may have affected, prior to the recount, the freedom of workers to choose the owner of the collective agreement, it is recommended to remediate said denial as proposed below. It is reiterated that these remedies are fully in line with those submitted by both Parties and that, failing that, they may be supplemented or corrected by them.

3.4.2 Possible remedies.

To the extent and scope mentioned above, the Panel proposes to the Parties as possible remedies the following:

1. Public Apology

381. MCR is recommended to acknowledge that one or more of its representatives engaged in conduct that affected the freedom of workers to decide which union to belong to and, therefore, who would be entitled to the ownership of the CBA. To this

end, it is proposed that MCR undertake to remediate the damage caused with diligence and in good faith, starting with the following actions:

- Issue a public statement acknowledging the facts that constituted the employer interference in union affairs, signed by the national and corporate directors of MCR. The company must also acknowledge that it failed to take sufficient and timely measures to remediate its acts of interference.

- Disseminate this statement through a meeting with the workers inside the facility detailing the events that occurred around the change of ownership in the collective bargaining agreement and the violations of the rules that prohibit employer interference in union life.

2. Full freedom of association and collective bargaining.

382. Following the findings of indications of employer interference in the initial investigation Report of the STPS, confirmed in the verification conducted by this Panel, the following remedies to be adopted to guarantee full freedom of union affiliation in MCR facility are recommended:

- Taking responsibility for acts that violate freedom of association and collective bargaining committed by third parties with the knowledge or acquiescence of MCR or by MCR workers or contractors.

- Strengthening and disseminating, on a massive basis, the internal mechanisms for anonymous and confidential complaints, investigation and remediation in cases of violations of freedom of association and collective bargaining, ensuring that such complaints are addressed directly to the headquarters of Orla Mining with a copy to the governments of Mexico, Canada and the United States.

- That MCR, as part of the management of its labor relations in Mexico, disseminates the ORLA Mining report of September 30, 2025 entitled "*Management's Discussion and Analysis*", on possible criminal activities at the Mine, particularly those that may have caused harm to employees, and shares the results of the investigation with the workers and takes the appropriate preventive measures to avoid these damages.

- Ensuring that there is no type of interference or intervention by the company or third parties in union activities such as voting processes and assemblies, whether they have been organized by the union owning the collective agreement or by any other union that has members of MCR.
- Supporting workers who wish to file reports before the competent authorities about possible acts related to alleged threats of violence and/or physical assault with respect to union or labor issues in MCR linked or not to the dispute over the ownership of the collective agreement, as well as any other situation that threatens their safety.

3. Neutrality of MCR in the treatment of unions.

383. MCR shall treat unions that affiliate workers in the company in neutral treatment, except for the exclusive right of the CBA owner to bargain collectively on behalf of workers and the preferences resulting therefrom.

- Widely disseminate information material on workers' collective rights and union democracy processes in visible places on the premises, specifying the obligations of the MCR to fully respect workers' union preferences.

4. MCR's managerial responsibility.

384. In order to make effective the managerial responsibility of MCR and to dissuade its representatives from conducting future acts or omissions that violate the rights to freedom of association and collective bargaining, it is recommended that the management commits to the following:

- Adopting the necessary disciplinary measures for management personnel (*empleados de confianza*) involved in acts of employer interference. Restructuring the Human Resources Department with duly trained personnel, ensuring that in no case will those involved in employer interference perform functions related to labor or union issues in

the future, in accordance with the instruments available to MCR to protect these collective labor rights.²⁵⁶

- Strengthening the zero-tolerance policy to prevent MCR representatives from engaging in conduct contrary to freedom of association and collective bargaining.
- Ensuring the real effectiveness of the zero-tolerance policy and penalize those responsible in a timely manner, if an investigation conducted through internal or external procedures to MCR, originating in the complaint of alleged violations of the rights to freedom of association and collective bargaining, demonstrates that these behaviors took place.
- MCR must permanently monitor the behavior of people who perform specialized services subcontracted inside the mine to avoid by all means at its disposal that these contractors have any type of interference in labor or union affairs of MCR workers or in any way violate the rights of freedom of association and collective bargaining.
- Imposing the penalties that correspond to the MCR in accordance with Mexican legislation and, where appropriate, to all those involved in the conduct of interference, threats or intimidation of workers.

5. Reinstatements, indemnifications, compensations and indemnity guarantee.

385. According to the MCR case file, workers affiliated to the Mineros Union suffered damages caused by their preference or function as union leaders or due to threats or intimidation. To remediate these damages, it is recommended that:

²⁵⁶ As proposed in the courses of remediation of the following cases:

- Office of the United States Trade Representative. (April 09, 2024). *The United States announces the successful resolution of the Rapid Labor Response Mechanism matter at the Teklas auto plant*. Obtained in: <https://ustr.gov/about-us/policy-offices/press-office/press-releases/2024/april/united-states-announces-successful-resolution-rapid-response-labor-mechanism-matter-tekla>
- Office of the United States Trade Representative. (August 09, 2023). *Course of Remediation. Case of Industrias del Interior*. Obtained in: [https://ustr.gov/sites/default/files/INISA%20-%20Course%20of%20Remediation.final%20\(8.8.2023\).pdf](https://ustr.gov/sites/default/files/INISA%20-%20Course%20of%20Remediation.final%20(8.8.2023).pdf)
- Office of the United States Trade Representative. (March 31, 2023). *Course of Remediation. Case of Manufacturas VU II* Retrieved from: <https://ustr.gov/sites/default/files/2023-03/Manufacturas%20VU%20Course%20of%20Remediation.pdf>

- In the case of workers whose agreements were terminated due to resignation or who were dismissed as a result of the current dispute, it is recommended that their right to be rehired or reinstated in their job be fully guaranteed or, where applicable, that they receive the compensation provided for in the LFT, including the payment of back wages, completing, if applicable, the amounts for settlements or compensation that may have been paid previously.
- It will be presumed that this will apply, unless proven otherwise, to all workers of the Mineros Union whose agreements ended between the date of the complaints filed by the Mineros Union before the Federal Labor Court of Collective Affairs based in Mexico City on May 3, 2024 in strike procedure 715/2024 and the date on which this Determination is published.²⁵⁷

²⁵⁷ As raised in the courses of remediation of the following cases:

- Office of the United States Trade Representative. (December 20, 2024). United States Announces Successful Resolution of Rapid Response Labor Mechanism Matter at **Odisa** Facility. <https://ustr.gov/about-us/policy-offices/press-office/press-releases/2024/december/united-states-announces-successful-resolution-rapid-response-labor-mechanism-matter-odisa-facility>
- Office of the United States Trade Representative. (May 30, 2024). United States Announces Successful Resolution of Rapid Response Labor Mechanism Matter to Restore Workers' Rights at **Minera Tizapa** Facility. <https://ustr.gov/about-us/policy-offices/press-office/press-releases/2024/may/united-states-announces-successful-resolution-rapid-response-labor-mechanism-matter-restore-workers>
- Office of the United States Trade Representative. (May 30, 2024). *U.S. Announces Successful Resolution of Rapid Response Mechanism Labor Matter in **Servicios Industriales González, SA de CV***. Obtained from: <https://ustr.gov/about-us/policy-offices/press-office/press-releases/2024/may/united-states-announces-successful-resolution-rapid-response-mechanism-labor-matter-servicios>
- Office of the United States Trade Representative (July 25, 2024). Course of Remediation. **Volkswagen** Case. From: <https://ustr.gov/sites/default/files/VWM%20-%20Course%20of%20Remediation%20FINAL.pdf>
- Office of the United States Trade Representative (January 22, 2024). *United States Announces Successful Resolution of Rapid Response Mechanism Labor Matter in **Autoliv Steering Wheels Mexico***. From: <https://ustr.gov/about-us/policy-offices/press-office/press-releases/2024/january/united-states-announces-successful-resolution-rapid-response-mechanism-labor-matter-autoliv-steering>
- Office of the United States Trade Representative. (October 30, 2023). United States Announces Successful Resolution of Rapid Response Mechanism Labor Matter in **Mexican Airline**. From: <https://ustr.gov/about-us/policy-offices/press-office/press-releases/2023/october/united-states-announces-successful-resolution-rapid-response-mechanism-labor-matter-mexican-airline>
- Office of the United States Trade Representative. (August 09, 2023). Course of Remediation. **Industrias del Interior** Case. Obtained in: [https://ustr.gov/sites/default/files/INISA%20-%20Course%20of%20Remediation.final%20\(8.8.2023\).pdf](https://ustr.gov/sites/default/files/INISA%20-%20Course%20of%20Remediation.final%20(8.8.2023).pdf)
- Office of the United States Trade Representative. (July 18, 2023). Course of Remediation. **Goodyear's case**. From: https://ustr.gov/sites/default/files/2023%2007%2018%20RRM-COR%20-%20Goodyear-SLP%20FINAL_0.pdf

- In the case of the worker who has not been able to report to work due to the risk of being assaulted, the possibility of returning to his or her job under safe conditions for him or her and his or her family must be guaranteed, including the payment of compensation as well as wages that had not been covered until the day of his or her return to work in the MCR.
- Grant compensation to all people who have suffered any affectation linked to the process of changing the ownership of the collective agreement.
- Grant indemnification to the Mineros Union for damages caused by the employers' interference in union life that gave rise to the labor dispute in MCR.
- Comply with the indemnity guarantee for those who have testified as witnesses in the present case, including those persons who appeared on the list of witnesses presented by the Mineros Union who did not testify.

6. Security.

386. Given MCR's acknowledgement (in its submission to the Panel) that there is a danger of violence and insecurity in the area in which the mine is located, and that the Company is analyzing possible criminal activities related to the Mine, as part of the management of labor practices²⁵⁸, it is recommended:

- Guarantee the physical safety of all workers in MCR facilities.
- Increase the presence of security and surveillance personnel in the mine by requiring the identity control of all persons accessing the facilities.
- Participate, together with the STPS and the competent authorities, in the development of safety protocols to protect workers and families from possible threats to their integrity.

²⁵⁸ Written communication from MCR's ENG dated 31 June, 2025 and 105 – USA – Management's Discussion and Analysis dated 30 September 2025.

7. Training.

387. It is recommended:

- Provide training to management personnel [*empleados de confianza*] on what this Determination means as well as, more generally, on the obligations and prohibitions of employers with regard to intervention in union activities, the responsibilities that correspond to them and the penalties to which they are exposed for violations of freedom of association and collective bargaining. To this end, it will be necessary to consider all, Mexican legislation, international and USMCA provisions and the company's policies and guidelines on the protection of human rights.
- Train workers on the different procedures of union democracy provided for in the LFT, using specific examples of practices of employer interference and discrimination based on union preferences, the consequences that derive from them, as well as the due remedies, in accordance with this Determination and the applicable legislation, as indicated in the previous item.

8. Guarantees of non-repetition.

388. It is recommended that:

- MCR undertakes before its workers not to repeat a conduct that implies the violation of the rights to freedom of association and collective bargaining in the future, whether carried out by its representatives or by third parties in the company's facilities.
- MCR must commit to investigate and immediately take the necessary safety measures in the event of any reasonable indication of threats of violence and/or real violence against its workers inside the mine, as well as to present the respective complaints to the competent authorities for investigation.

9. Rights of the Mineros Union at MCR.²⁵⁹

389. Although it is not possible to annul the Court's resolution of November 28, 2022, except in its case by a decision of the Judicial Branch, the facilities granted by MCR to

²⁵⁹ Resolution of the Special Collective Procedure: 747/2023, Judge Alma Ruby Villareal. Mexico City, November 6, 2023.

the Mineros union must be understood as those aimed at correcting as much as possible the effects of undue employer interference in union life that favored the loss of ownership of the collective bargaining agreement that it had owned since 2021. Therefore, representatives of the Mineros Union must be allowed access to the mine and communication with all workers to carry out the activities inherent to their function. The conditions of access must be agreed in advance between the Mineros Union and MCR, with the latter avoiding the imposition of unnecessary restrictions and without affecting its productivity or the exclusive rights of the Beneficio de Minas Union as the sole negotiator of working conditions. Among the facilities that must be granted are the following:

- Represent its members individually, such as in the management of administrative or labor matters.²⁶⁰
- Enter into communication, without undue delay, with the management of the company and its authorized representatives.
- Make the corresponding deductions from the union dues of its members and to deliver them in accordance with the arrangements reached.
- Allow the posting of union notices in easily accessible places set in agreement with management.
- Agree to the distribution of bulletins, pamphlets, publications and other union documents to workers relating to normal union activities.
- With respect to union representatives who do not work in the company, in the event that the Mineros Union has members, they must also be authorized to enter its facilities.

IV. DETERMINATION

4.1 On the Lack of Jurisdiction.

390. On the allegation that the existence of a Covered Facility has not been proven; that actions of a criminal nature such as those claimed by the United States are not subject to the RRLM, and that acts of individuals other than the employer are not subject to the RRLM either, the Panel considers that it does have jurisdiction, since:

²⁶⁰ Freedom of association. It violates the clause of a collective bargaining agreement that provides for the exclusive power of the majority union to carry out administrative procedures of the workers before the employer, when it comes to labor matters. See: <https://sjf2.scjn.gob.mx/detalle/tesis/160295>

- (a) it is proven that Mina Camino Rojo exports mineral products to the United States;
- (b) criminal actions that have the characteristics of labor infractions may be the subject of the Panel's knowledge, and
- (c) acts of individuals other than the employer may also be subject to verification and pronouncement by the Panel in cases of company acquiescence to acts of Denial of Rights on freedom of association and collective bargaining.

4.2. On the Denial of Rights.

391. It is hereby declared that Mina Camino Rojo has incurred a Denial of the Rights of Freedom of Association and Collective Bargaining in accordance with the laws necessary to comply with the obligations of the Respondent Party under the USMCA:

- (a) having granted facilities and preferential treatment to members of the Beneficio de Minas Union and incurred in other acts of undue employer interference in union affairs;
- (b) having intervened through management personnel in the process by which the workers of the Camino Rojo Mine disaffiliated from the Mineros Union and joined the Beneficio de Minas Union, and
- (c) having been acquiescent to the threats and other acts of coercion suffered by its workers during the process prior to the recount proceeding that took place on November 22, 2024.

4.3. On the Severity of the Denial of Rights and Persons Responsible.

392. In accordance with Article 31-A.8.4 of the RRLM, the Panel considers the acts of change by the union that owned the collective agreement of the Camino Rojo Mining Company as severe, as well as the acquiescence to threats and acts of coercion that affected the MCR workers. [REDACTED]

[REDACTED]

[REDACTED]

4.4. On the Remediation. Insufficiency and Recommended Measures.

393. That such Denial of Rights has not been sufficiently remediated and, at the request of the Responding Party, suggests the remedies that it considers appropriate and on the following matters that are set forth below and detailed in the paragraph in section 3.4.2 of this Determination, corresponding to paragraphs 381 onwards:

- (a) Public Apology;
- (b) Full freedom of association and collective bargaining;
- (c) Neutrality of MCR in the treatment of unions;
- (d) MCR Management Responsibility;
- (e) Reinstatements, indemnities, compensations and indemnity guarantee;
- (f) Security;
- (g) Training;
- (h) Guarantees of non-repetition and;
- (i) Rights of the Mineros Union at MCR.

Therefore, it has been determined:

- 1.- That the objections of lack of jurisdiction of the Panel are rejected;**
- 2.- That the Petition filed by the United States on December 12, 2024 is accepted, it is declared that a Denial of Rights occurred at Mina Camino Rojo and that its remediation has been insufficient and,**
- 3.- The remedies detailed in section 3.4.2, corresponding to paragraphs 381 onwards of this Determination, are recommended to the Parties.**



Graciela Irma Bensusán Areous

February 13, 2026



Janice R. Bellace

February 13, 2026



Pablo Lazo Grandi, Chair

February 13, 2026

Thank you note: The three panelists express a great and well-deserved appreciation to our three assistants - Juan Pablo Lazo Ureta, Héctor Santos Martínez and José Emmanuel González Carbajal - for the timely and valuable support received throughout this procedure.