#### **INTER-AMERICAN COURT OF HUMAN RIGHTS**

#### CASE OF CASA NINA V. PERU

#### **JUDGMENT OF SEPTEMBER 1, 2021**

#### (Interpretation of the Judgment on Preliminary Objections, Merits, Reparations, and Costs)

In the case of Casa Nina v. Peru,

the Inter-American Court of Human Rights (hereinafter "the Inter-American Court" or "the Court"), composed of the following judges:

Elizabeth Odio Benito, President; L. Patricio Pazmiño Freire, Vice President; Eduardo Vio Grossi, Judge; Humberto Antonio Sierra Porto, Judge; Eduardo Ferrer Mac-Gregor Poisot, Judge; Eugenio Raúl Zaffaroni, Judge; and Ricardo Pérez Manrique, Judge;

also present,

Pablo Saavedra Alessandri, Secretary, and Romina I. Sijniensky, Deputy Secretary,

pursuant to Article 67 of the American Convention on Human Rights (hereinafter also "the American Convention" or "the Convention") and Article 68 of the Court's Rules of Procedure (hereinafter also "the Rules of Procedure"), decides on the requests for interpretation of the Judgment on Preliminary Objections, Merits, Reparations, and Costs issued by this Court in this case on November 24, 2020 (hereinafter also "the judgment"). The requests were filed on March 12, 2021, by the victim's representative (hereinafter also "the representative") and on March 18, 2021, by the Republic of Peru (hereinafter "the Peruvian state," "the State," or "Peru").

#### Ι

## REQUESTS FOR INTERPRETATION AND PROCEEDINGS BEFORE THE COURT

1. On November 24, 2020, the Inter-American Court issued a judgment on this case, of which the parties and the Inter-American Commission on Human rights (hereinafter also "the Commission") were notified on December 18 of the same year.

2. On March 12, 2021, the victim's representative<sup>1</sup> submitted a request for interpretation of the scope of paragraph 132 of the judgment with respect to the restitution measure ordered, as well as of paragraph 144 regarding the amount set as compensation for pecuniary damage for lost income.

3. On March 18, 2021, the State submitted a request for interpretation of paragraphs 136 to 139, as well as the seventh operative paragraph of the judgment, regarding the scope of the legal modifications ordered as a guarantee of non-repetition, and of paragraph 158, in conjunction with the eighth operative paragraph, regarding the reimbursement of "reasonable expenditures" during the compliance monitoring phase.

4. On March 23, 2021, pursuant to Article 68(2) of the Rules of Procedure and following the instructions of the President of the Court, the Court's Secretariat sent the aforementioned requests for interpretation to the parties and the Commission and gave them until April 26, 2021, to present in writing any observations they considered relevant. On April 26, 2021, the Commission and the State submitted their respective observations. The representative did not submit observations on the State's request for interpretation.

#### II JURISDICTION

5. Article 67 of the American Convention establishes that:

The judgment of the Court shall be final and not subject to appeal. In case of disagreement as to the meaning or scope of the judgment, the Court shall interpret it at the request of any of the parties, provided the request is made within ninety days from the date of notification of the judgment.

6. Pursuant to the cited article, the Inter-American Court is competent to interpret its judgments. In order to examine the request for interpretation and to decide in respect of this matter, the Court must, whenever possible, be composed of the same judges who delivered the corresponding judgment, in accordance with Article 68(3) of the Rules of Procedure. On this occasion, the Court is composed of the same judges who delivered the judgment whose interpretation has been requested.<sup>2</sup>

#### III ADMISSIBILITY

 $<sup>^{\</sup>rm 1}$   $\,$  Attorney Yessenia Mercedes Casa Salinas was designated the representative in the proceedings before the Court.

<sup>&</sup>lt;sup>2</sup> Due to the exceptional circumstances resulting from the COVID-19 pandemic, this judgment was deliberated and adopted during the Court's 143rd regular session, which was held virtually using technological resources as established in the Court's Rules of Procedure.

7. It is the responsibility of the Court to verify whether the requests presented by the representative and the State meet the requirements established in the norms applicable to a request for interpretation of judgment, namely Article 67 of the aforementioned Convention and Article 68 of the Rules of Procedure. Similarly, Article 31(3) of the Rules of Procedure establishes that "[j]udgments and orders of the Court may not be contested in any way."

8. The Court notes that both the representative and the State presented their requests for interpretation within the 90-day period established in Article 67 of the Convention. Because the parties were notified of the judgment on December 18, 2020, their requests for interpretation presented on March 12 and 18, 2021, are admissible as regards their timeliness. Regarding the other requirements, the Inter-American Court will analyze the merits in the following chapter.

#### IV

## ANALYSIS OF THE ADMISSIBILITY OF REQUESTS FOR INTERPRETATION

9. This Court will examine the requests of the representative and of the State to determine whether, based on the rules and standards developed in its case law, it is appropriate to clarify the meaning or scope of any provision of the judgment.

10. The Court has indicated that a request for interpretation of a judgment cannot be used as a means of challenging the decision whose interpretation is required. The purpose of said request is exclusively to determine the meaning of a ruling when one of the parties maintains that the text of its operative paragraphs or its considerations lacks clarity or precision, as long as those considerations affect said operative paragraphs. Therefore, the modification or annulment of the respective judgment cannot be sought through a request for interpretation.<sup>3</sup>

11. Additionally, the Court has upheld the inadmissibility of using a request for interpretation to submit considerations on matters of fact and law already raised at the proper procedural time and on which the Court has already adopted a decision,<sup>4</sup> nor to seek that the Court again assess matters already decided in the judgment.<sup>5</sup> Similarly, this avenue cannot be used to attempt to broaden the scope of a reparation measure ordered in a timely manner.<sup>6</sup>

12. Below, the Inter-American Court will examine the matters raised in the following order: a) the representative's request for interpretation regarding the

<sup>&</sup>lt;sup>3</sup> *Cf. Case of Loayza Tamayo v. Peru. Interpretation of the Judgment on Merits.* Order of the Court on March 8, 1998. Series C No. 47, para. 16, and *Case of Martínez Esquivia v. Colombia. Interpretation of the Judgment on Preliminary Objections, Merits, and Reparations.* Judgment of June 21, 2021. Series C No. 428, para. 17.

<sup>&</sup>lt;sup>4</sup> *Cf. Case of Loayza Tamayo v. Peru. Interpretation of the Judgment on Reparations and Costs.* Judgment of June 3, 1999. Series C No. 53, para. 15, and *Case of Martínez Esquivia v. Colombia. Interpretation of the Judgment on Preliminary Objections, Merits, and Reparations, supra* para. 18.

<sup>&</sup>lt;sup>5</sup> Cf. Case of Salvador Chiriboga v. Ecuador. Interpretation of the Judgment on Reparations and Costs. Judgment of August 29, 2011. Series C No. 230, para. 30, and Case of Martínez Esquivia v. Colombia. Interpretation of the Judgment on Preliminary Objections, Merits, and Reparations, supra para. 18.

<sup>&</sup>lt;sup>6</sup> *Cf. Case of Escher et al. v. Brazil. Interpretation of the Judgment on Preliminary Objections, Merits, Reparations, and Costs.* Judgment of November 20, 2009. Series C No. 208, para. 11, and *Case of Martínez Esquivia v. Colombia. Interpretation of the Judgment on Preliminary Objections, Merits, and Reparations, supra* para. 18.

restitution measure, b) the representative's request for interpretation regarding the amount set as compensation for pecuniary damage for lost income, c) the State's request for interpretation regarding the legal modifications ordered as a guarantee of non-repetition, and d) the State's request for interpretation regarding the reimbursement of expenditures in the compliance monitoring stage of the judgment.

## *A.* The representative's request for interpretation regarding the restitution measure

## A.1. Arguments of the parties and of the Commission

13. The *representative* requested clarification of paragraph 132 of the judgment, which states that "it [was] not viable in this case to order the victim's reinstatement as requested." She noted that, while the judgment recognized the right to job stability in paragraphs 104 to 109, it also indicated that the victim's reinstatement was not possible because the position from which he had been dismissed was now occupied. In this regard, she stated that the following needed to be clarified: "[t]he right to job stability not necessarily in the same position, but in another available one [...] of the same nature and function." She stated that by now there would be one, because with the implementation of the new Code of Criminal Procedure in the Peruvian capital, the State has announced several job openings of the same nature as the position the victim had held.

14. She argued that the State misled the Court when it asserted that there were no openings of the same nature as the one the victim had held. With the restructuring of the three prosecutor's offices in Huamanga province and their transformation into one joint provincial prosecutor's office, said position would remain. She noted that in November of 2020, there was a job announcement for Provisional Deputy Provincial Prosecutor for the First Joint Provincial Criminal Prosecutor's Office of Huamanga. She added that the second issue requiring clarification was that the victim's request for reinstatement included "all the legal prerogatives to which he was entitled as of [the date]," so the "provincial prosecutor." However, the Peruvian state failed to report that it does in fact have job openings of that type.

15. The **State** asserted that the representative's arguments had already been evaluated by the Court in the judgment. It noted that the request goes beyond doubts about the meaning or scope of paragraph 132 and instead is intended to challenge the merits of the case, with the eventual effect of changing an operative paragraph of the judgment. It asked that the representative's request be rejected.

16. The **Commission** noted the importance of the Court assessing the representative's request "in light of" applicable law and of the standards developed in its case law regarding the interpretation of its judgments.

## A.1. Considerations of the Court

17. Regarding the restitution measure ordered in the judgment, this Court recalls that paragraph 132 of the judgment declared the following:

With regard to the State's arguments, the Court notes that, by a resolution of the National Council of the Judiciary of February 9, 2005, an official was appointed to assume, as the incumbent, the post occupied by Mr. Casa Nina at the time his designation ended. This situation reveals that, in this specific case, it is not viable to order the victim's reinstatement as requested.

Accordingly, in light of the violations declared in this judgment, the State must pay Julio Casa Nina compensation, which this Court establishes, in equity, as US\$30,000.00 (thirty thousand United States dollars).

18. The above shows that the issue the representative refers to in her request for interpretation was analyzed and decided at the appropriate time in the judgment. The Court recalls that, consistent with the facts of the present case, Julio Casa Nina held the office of Provisional Assistant Provincial Prosecutor of the Judicial District of Ayacucho, in the office of the Second Provincial Criminal Prosecutor of Huamanga, when his appointment was terminated. Therefore, the Court took into consideration the provisional nature of said position when it declined to grant the request for reinstatement because, as expressly indicated in the above paragraph, according to the information provided in the proceedings, his former position had been held by someone else as the incumbent since February 9, 2005. Moreover, it was in accordance with the above that the compensation for lost income was calculated precisely from the day the victim's provisional appointment was terminated (January 21, 2003) to the day the new incumbent was appointed (February 9, 2005) (paragraph 144 of the judgment).

19. It follows, then, that because the victim's reinstatement to the position as reparation for the stated violations, including the right to job stability, was not feasible, compensation was ordered as a restitution measure for the victim.

20. Therefore, the Court determines that the issue was decided in the judgment, and it is not appropriate to seek to change the ordered measure of reparation by means of a request for interpretation.

## *B.* The representative's request for interpretation regarding the amount set as compensation for pecuniary damage for lost income

## B.1. Arguments of the parties and of the Commission

21. The **Representative** requested clarification of paragraph 144 of the judgment, referring to the compensation ordered for pecuniary damage. She raised two questions in her request: a) whether the amount the State owes the victim includes pension entitlements for the affected years, and b) whether the employment rights, "such as AFP (Pension Fund Administrators), ONP (Office of Pension Normalization), and others, the victim is legally entitled to," should be requested under national law. In this regard, she stated that according to Inter-American case law, the right to a pension is autonomous, so it is necessary to clarify whether that right "should [be] claim[ed] before domestic courts or should be addressed in the [...] judgment."

22. The **State** indicated that the Court granted monetary compensation that "includes all the assets the victim could have received" during the period of time used in calculating the lost income. It added that the representative's proposal "is in fact a request to modify the judgment." It asked that the representative's request be rejected.

23. The **Commission** stated that the Court should assess the representative's request "in light of" applicable law and the opinions set in the case law regarding the interpretation of judgments.

## B.2. Considerations of the Court

24. The Court recalls that paragraph 144 of the judgment states the following:

Regarding the compensation for pecuniary damage, under the concept of loss of earnings, the Court recalls that a resolution of February 9, 2005, appointed the official who would permanently assume the function exercised by the victim at the time of his removal. Consequently, the corresponding calculation must be adjusted to this circumstance. Therefore, based on the period over which compensation should be paid for loss of earnings (from January 21, 2003, to February 9, 2005), and based on the amounts corresponding to the remuneration of officials with equivalent functions to that exercised by the victim at the time of the facts, the same figure appearing in the evidence provided by both parties, the Court orders the payment of the sum of US\$25,000.00 (twenty-five thousand United States dollars) for loss of earnings in favor of Julio Casa Nina.

25. The representative requested clarification on whether the amount that was set included "pension entitlements" for the "affected years," as well as "employment rights, "such as AFP (Pension Fund Administrators), ONP (Office of Pension Normalization), and others."

26. With regard to this request, the Court recalls that, consistent with the nature of compensation for pecuniary damage for lost income or lost profits, the amount that was set included all the intrinsic or derived benefits of that employment relationship during the corresponding period. This follows from the concept of set compensation itself, and no further clarification is needed. Therefore, the representative's request is rejected.

## *C.* The State's request for interpretation regarding the legal modifications ordered as a guarantee of non-repetition

## C.1. Arguments of the parties and of the Commission

27. The **State** requested clarification of paragraphs 136 to 139 of the judgment, as well as the seventh operative paragraph, with respect to the legal modifications ordered as a guarantee of non-repetition. It addressed three issues in its request. First, it asked for clarification on "the purpose and implications of the State modifying its domestic law with the aim of guaranteeing stability for provisional prosecutors," since "it is not completely clear," as "it can make adjustments at the regulatory, legislative, or constitutional levels," so "it is necessary [...] to know [...] which type of legal modification" would constitute compliance with the order.

28. Second, Peru noted that in the event of a public competition for candidates, even though there is a specific timeline, for a variety of reasons there might not be an exact date for filling the position with an incumbent, including in cases in which the competition is suspended or declared unsuccessful. Thus, "it ask[ed] for clarification on what would constitute compliance with the judgment in those scenarios."

29. Finally, the State requested interpretation of paragraph 139 of the judgment, regarding "the scope of the concept of conventionality review with respect to the obligation to make domestic legal modifications." In this regard, it noted that the judgment, according to the concurring and partially dissenting opinion of one of the judges, "can be contradictory because on one hand, [...] it states that the legal framework can be interpreted as being consistent with the C[onvention], and on the other, an express modification of the same [laws] is demand[ed]."

Therefore, it requested "a more specific elaboration of the scope" of the seventh operative paragraph, in conjunction with paragraph 139.

30. The **Commission** noted that the judgment allows for the seventh operative paragraph to be understood. It added that the concept of conventionality review included in paragraph 139 "means that regardless of the reforms, the legal authorities must perform [that] review [...] through interpretations consistent with the American Convention regarding stability guarantees for prosecutors." The **representative** did not submit observations on the State's request for interpretation.

#### C.2. Considerations of the Court

31. In deciding on the requested guarantees of non-repetition in paragraphs 136 to 139 of the judgment, the Court stated the following:

136. The Court, based on the arguments and evidence provided by the State, notes that, currently, the norms that regulate the appointment to office, tenure and termination of the functions of provisional prosecutors is contained in the "Internal regulations for the appointment, evaluation and tenure of provisional prosecutors," adopted by Resolution of the Prosecutor General No. 4330-2014-MP-FN of October 15, 2014. These regulations continue to condition the appointment of provisional prosecutors and also their termination to the concept of the "needs for the service," among other aspects, without establishing the guarantee of stability of these officials, because it does not circumscribe their removal from office to the established causes in order to safeguard their independence (*supra* para. 83). Indeed, article 15 of the said regulations establishes:

The permanence of the provisional prosecutors depends on:

- 15.1. Probity and aptitude in performance.
- 15.2. The need for the service.
- 15.3. Availability of a budget.
- 15.4. Conversion, relocation, modification or reform of the office of the prosecutors.

137. It should also be indicated that the reigning criteria, held by both administrative and jurisdictional authorities concerning the tenure of provisional prosecutors continues to be based on the power of the appointing authority to decide discretionally, in each case, on the pertinence of terminating the appointment, thereby disregarding the guarantee of stability of those officials.

138. Consequently, the Court determines that the Peruvian State, within a reasonable time, must adapt its domestic laws as outlined in paragraphs 81 and 83 of this judgment.

139. Nevertheless, the Court reiterates that the different State authorities, including judges and organs involved in the administration of justice, are obliged to exercise ex officio a control of conventionality between domestic law and the American Convention, evidently within their respective terms of reference and the corresponding procedural regulations. In this task, the domestic authorities should take into account not only the treaty but also how it has been interpreted by the Inter-American Court, the ultimate interpreter of the American Convention. Therefore, regardless of the legal reforms that the State must adopt, it is essential that the authorities with competence to decide on the appointment and removal of prosecutors, and also the courts of justice, adapt their interpretation of the law to the principles established in this judgment.

## 32. On the basis of the above considerations, the Court established the following in the seventh operative paragraph:

The State shall adapt its domestic laws in order to ensure job stability to provisional prosecutors, pursuant to paragraphs 136 to 139 of this judgment.

33. With respect to the request of Peru, this Court recalls that the parties must consider the judgment as a whole and each paragraph in light of the rest rather than interpreting paragraphs in isolation.<sup>7</sup> In this regard, the Court notes that the above passages, consistent with paragraphs 81 and 83 of the same judgment (expressly cited in paragraph 138)<sup>8</sup>, make clear the meaning and scope of the legal modifications ordered as a guarantee of non-repetition. Thus, it should be noted that the State's two main questions in this respect can be answered precisely and fully through a joint reading of the abovementioned paragraphs.

34. Regarding the request for interpretation of paragraph 139 of the judgment specifically, the State noted a possible contradiction which, it stated, had been revealed in the vote issued by one of the Court's judges under Article 65(2) of the Rules of Procedure. In this regard, the Court notes that there is no issue requiring clarification, as the referenced paragraph expressly notes that "regardless of the legal reforms the State" adopts, it is "essential that the authorities with competence to decide," in exercising their conventionality review, "adapt their interpretation of the law to the principles established in this judgment." Therefore, the Court rejects the State's request.

# *D.* The State's request for interpretation regarding the reimbursement of expenses in the compliance monitoring stage of the judgment

## D.1. Arguments of the parties and of the Commission

35. The **State** requested clarification of paragraph 158 of the judgment "in relation" to the eighth operative paragraph. It stated that said paragraph, which indicated that the reimbursement of "reasonable expenses" is feasible in the compliance monitoring stage of the judgment, is "vague and open-ended, making it impossible to predict the length of the monitoring stage or the meaning of 'reasonable expenses." It requested clarification on the meaning of that concept. It added, "Neither is it clear on how many

<sup>&</sup>lt;sup>7</sup> Cf. Case of Pollo Rivera et al. v. Peru. Request for Interpretation of the Judgment on Merits, Reparations, and Costs. Judgment of May 25, 2017. Series C No. 335, para. 26, and Case of Roche Azaña et al. v. Nicaragua. Interpretation of the Judgment on Merits and Reparations. Judgment of November 18, 2020. Series C No. 418, para. 19.

<sup>&</sup>lt;sup>8</sup> In paragraphs 81 and 83 of the judgment, the Court considered the following:

<sup>81.</sup> The Court reiterates that it does not have competence to define the best institutional framework for ensuring the independence and objectivity of prosecutors. However, it notes that States are bound to ensure that provisional prosecutors are independent and objective, and therefore should grant them some sort of stability and permanence in office, because the fact that they are appointed provisionally does not mean that they can be removed from office in a discretionary or arbitrary manner. The Court notes that the provisional nature of the appointment should not modify in any way the safeguards instituted to guarantee the reliable performance of their functions and to benefit the litigants themselves. In any case, such provisional appointments should not be prolonged indefinitely and should be subject to a resolutive condition, such as the extinction of the case that resulted in the temporary absence or separation of the incumbent, or the expiry of a predetermined period and the holding and conclusion of a public competitive selection procedure whereby permanent replacements are selected. Provisional appoints should be exceptional, rather than the rule. In addition (*infra* paras. 88 and 89), the decision that terminates the appointment of provisional prosecutors should be duly reasoned, to ensure the rights to due process and judicial protection.

<sup>83.</sup> In conclusion, the Court considers that the removal of a provisional prosecutor from office should be the result of legally defined caused, namely: (i) the occurrence of the resolutive condition to which the designation or appointment was subject, or the conclusion of a predetermined period of time for holding and concluding a public competitive selection procedure in order to appoint or designate the permanent replacement of the provisional prosecutor, or (ii) serious disciplinary offenses or proven incompetence, in which case it is necessary to conduct a procedures that complies with the due guarantees and that ensures the objectivity and impartiality of the decision.

occasions the victim or his representative can demand reimbursement" of said expenses.

36. The **Commission** did not present observations on the State's specific request for interpretation. The **representative** did not present observations on the State's argument either.

### D.2. Considerations of the Court

37. In paragraph 158 of the judgment, the Court declared:

[...] It should be added that, at the stage of monitoring compliance with this judgment, the Court may establish that the State reimburse the victim or his representative for any reasonable expenses they incur at that procedural stage.

38. Regarding this request, the Court considers the above text clear and precise, as it follows that the potential reimbursement will be for expenses necessarily related to the monitoring of compliance with the judgment.<sup>9</sup> Therefore, the specific issue the State noted does not correspond to the eighth operative paragraph of the judgment, concerning compensation set as a measure of reparation for documented violations.<sup>10</sup>

39. Due to the peculiarities of each case, both the amount of the reimbursement referenced in paragraph 158 and the time frame for requesting it are uncertain while the case is in the stage of monitoring compliance with the judgment. Thus, reimbursement of expenses will be established by the Court itself, which will determine which of the claimed outlays are reasonable, depending on their nature, their amount, and, ultimately, the arguments made by the parties (whose right of defense will not be affected) in each case.

40. Ultimately, the Court does not see the request presented as seeking clarification of some point in the judgment that lacks clarity or precision. Rather, the claim seems intended to produce in advance restrictions on the reimbursement of expenses that the victim or his representative might at some point request during the compliance monitoring stage. This end, however, cannot be achieved through the interpretation of a judgment. Thus, the State's request is inadmissible.

#### V OPERATIVE PARAGRAPHS

41. Therefore,

## THE COURT

<sup>&</sup>lt;sup>9</sup> Cf. Case of Duque v. Colombia. Interpretation of the Judgment on Preliminary Objections, Merits, Reparations, and Costs. Judgment of November 21, 2016. Series C No. 322, paras. 15 and 16, and Case of Vereda La Esperanza v. Colombia. Interpretation of the Judgment on Preliminary Objection, Merits, Reparations, and Costs. Judgment of November 21, 2018. Series C No. 367, paras. 46 and 47.

<sup>&</sup>lt;sup>10</sup> The eighth operative paragraph of the judgment establishes:

The State shall pay the amounts established in paragraphs 132, 144, 153 and 158 of this judgment as compensation due to the unfeasibility of reinstating the victim in the post that he occupied, as well as compensation for pecuniary and non-pecuniary damage, and to reimburse costs and expenses, pursuant to paragraphs 163 to 168 of this judgment.

in accordance with Article 67 of the American Convention on Human Rights and Articles 31(3) and 68 of the Court's Rules of Procedure,

### **DECIDES:**

Unanimously:

1. To declare admissible the request for interpretation of the Judgment on Preliminary Objections, Merits, Reparations, and Costs issued in the *Case of Casa Nina v. Peru*, presented by the victim's representative pursuant to paragraph 8 of this judgment of interpretation.

2. To declare admissible the request for interpretation of the Judgment on Preliminary Objections, Merits, Reparations, and Costs issued in the *Case of Casa Nina v. Peru*, presented by the State pursuant to paragraph 8 of this judgment of interpretation.

3. To reject as inadmissible the request for interpretation of the Judgment on Preliminary Objections, Merits, Reparations, and Costs issued in the *Case of Casa Nina v. Peru*, presented by the victim's representative pursuant to paragraphs 17 to 20 and 24 to 26 of this judgment of interpretation.

4. To reject as inadmissible the request for interpretation of the Judgment on Preliminary Objections, Merits, Reparations, and Costs issued in the *Case of Casa Nina v. Peru*, presented by the State pursuant to paragraphs 31 to 34 and 37 to 40 of this judgment of interpretation.

5. To order that the Secretariat of the Court notify the Republic of Peru, the victim's representative, and the Inter-American Commission on Human Rights of this judgment of interpretation.

I/A Court HR. *Case of Casa Nina v. Peru. Interpretation of the Judgment on Preliminary Objections, Merits, Reparations, and Costs.* Judgment of September 1, 2021.

I/A Court HR. *Case of Casa Nina v. Peru. Interpretation of the Judgment on Preliminary Objections, Merits, Reparations, and Costs.* Judgment of September 1, 2021. Judgment adopted in San José, Costa Rica in a virtual session.

Elizabeth Odio Benito President

L. Patricio Pazmiño Freire

Eduardo Vio Grossi

Humberto Antonio Sierra Porto

Eugenio Raúl Zaffaroni

Eduardo Ferrer Mac-Gregor Poisot

Ricardo C. Pérez Manrique

Pablo Saavedra Alessandri Secretary

So ordered,

Elizabeth Odio Benito President

Pablo Saavedra Alessandri Secretary