

## Arbitration for Human Rights: Seeking Civil Redress for Corporate Atrocity Crimes

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There must be a place where victims can actually pursue justice for atrocities indirectly perpetrated by corporate actors.<sup>1</sup> Executives, agents, and contractors often play an important role in human rights abuses that can be characterized as atrocity crimes.<sup>2</sup> Examples of such atrocities include companies relying on the military to summarily execute indigenous leaders opposing extractive projects in their ancestral territories in Nigeria,<sup>3</sup> oil and security companies working closely with local air forces to raid towns, summarily

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<sup>1</sup> This Article is part of a wider research about the possibility of creating a new international tribunal on business and human rights as well as the possibility of expanding the personal and subject-matter jurisdiction of the existing international tribunals to conduct cases on business and human rights.

<sup>2</sup> See, e.g., Press Release, U.N. Office of the High Comm'r on Hum. Rts., Argentina dictatorship: UN experts back creation of commission on role business people played (Nov. 10, 2015), <http://www.ohchr.org/en/NewsEvents/Pages/DisplayNews.aspx?NewsID=16733&LangID=E> (last visited Apr. 18, 2016) (citing human rights expert statement that “[e]conomic factors often play a key role in situations where massive and systemic human rights violations are committed, both as incentives and as enabling conditions. However the role of economic players who contributed, benefitted or directly took part in systematic international crimes is often overlooked.”). See also David Scheffer, *Genocide and Atrocity Crimes*, 1 GENOCIDE STUDIES AND PREVENTION: AN INTERNATIONAL JOURNAL 229, 230 (2006), <http://scholarcommons.usf.edu/cgi/viewcontent.cgi?article=1228&context=gsp> (last visited Feb. 6, 2016) (“[W]e need to go even further and describe as ‘‘atrocity crimes’’ a grouping of crimes that includes genocide but is not confined to that particular crime.”)

<sup>3</sup> See *Kiobel v. Royal Dutch Petro. Co.*, 133 S. Ct. 1659, 1662–63 (2013).

executing and forcibly displacing civilians in Colombia,<sup>4</sup> and companies from the automotive industry promoting torture, summary executions, and forced disappearances perpetrated by the dictatorship in Argentina.<sup>5</sup> The corporations responsible for these atrocities have not yet faced justice. Courts in the “Global South” are generally inadequate for conducting these cases,<sup>6</sup> while courts in the “Global North,” despite being adequate or convenient, are frequently unwilling to do so.<sup>7</sup> It is difficult to adjudicate these cases in domestic fora, and international justice must therefore be made available. Given the absence of domestic accountability, this article aims to find a legal basis for creating a new arbitral tribunal to adjudicate cases seeking civil redress for atrocity crimes.

An international tribunal might result from the current State negotiations on a treaty regulating the operation of transnational corporations.<sup>8</sup> Scholars have proposed an International Court of Civil Justice (“ICJJ”) where victims could seek civil redress unless “the home jurisdiction of the multinational corporation being sued is willing to hear the case and offer the plaintiffs their day in court.”<sup>9</sup> This would require state consent, however,

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<sup>4</sup> See *Mujica v. AirScan Inc.*, 771 F.3d 580 (9th Cir. 2014). The plaintiffs in *Mujica* alleged that in 1999, Occidental Petroleum Company and its security contractor, AirScan Inc., liaised with the military to raid the Colombian hamlet Santo Domingo. As a result, 17 civilians died, including six children, 25 others were seriously injured, and all survivors left their hometown in Santo Domingo. *Id.* at 584–85.

<sup>5</sup> See *DaimlerChrysler AG v. Bauman*, 134 S. Ct. 746 (2014). Plaintiffs alleged that the defendant’s subsidiary, Mercedes Benz Argentina, supported the Argentinean Dictatorship during the Dirty War, from 1976 through 1983. *Id.* Plaintiffs were kidnaped, detained, tortured, and some of them killed in Mercedes Benz Argentina’s plant, located in Gonzalez Catan, Argentina. *Id.* at 751–52. They brought their claims under the Alien Tort Statute and the Torture Victim Protection Act seeking to hold Daimler liable under a theory of vicarious liability. *Id.*

<sup>6</sup> See, e.g., COLUMBIA LAW SCHOOL HUMAN RIGHTS CLINIC AND HARVARD LAW SCHOOL INTERNATIONAL HUMAN RIGHTS CLINIC, RIGHTING WRONGS? BARRICK GOLD’S REMEDY MECHANISM FOR SEXUAL VIOLENCE IN PAPUA NEW GUINEA: KEY CONCERNS AND LESSONS LEARNED 2 (2015), (“Significant barriers to remedy and justice in Porgera result from PNG’s weak judicial system, limited local governance, the involvement of local police themselves in a range of abuses, the remote location of the mine, and myriad structural disadvantages (including poverty and illiteracy) faced by local communities and individual rights-holders.”). See also Decl. of Federico Andrés Paulo Andreu Guzman, submitted as Ex. 9 to the Decl. of Marco Simons, *In Re Chiquita Brands International, Inc.*, Plaintiffs’ Memorandum of Law in Opposition to Defendant Chiquita’s Motion to Dismiss Under Federal Rule of Civil Procedure 12(B)(6) and for Forum Non Conveniens, (June 26, 2015) [“Plaintiffs Memorandum on Chiquita’s FNC Motion”]; and Decl. of Senator Claudia López, submitted as Exhibit 4 to the Decl. of Marco Simons, *In Re Chiquita Brands International, Inc.*, Plaintiffs Memorandum on Chiquita’s FNC Motion (on file with author).

<sup>7</sup> See, e.g., *Daimler v. Bauman*, 134 S. Ct. 746 (2014); *Kiobel v. Royal Dutch Petroleum Co.*, 133 S. Ct. 1659 (2013); *Cardona et al. v. Chiquita*, 760 F.3d 1185 (11th Cir. 2014). See also BUSINESS & HUMAN RIGHTS RESOURCE CENTRE, CORPORATE LEGAL ACCOUNTABILITY ANNUAL BRIEFING 1 (Jan. 2015), <http://business-humanrights.org/sites/default/files/documents/BHRRC-Corp-Legal-Acc-Annual-Briefing-Jan-2015-FINAL%20REV.pdf> (last visited: Feb. 6, 2016). (“Existing venues for extraterritorial claims are closing, and governments of countries where multinationals are headquartered do not provide sufficient access to judicial remedy for their companies’ abuses.”).

<sup>8</sup> See U.N. General Assembly, Elaboration of an international legally binding instrument on transnational corporations and other business enterprises with respect to human rights, A/HRC/26/L.22/Rev.1 (June 24, 2014), <https://documents-dds-ny.un.org/doc/UNDOC/LTD/G14/064/48/PDF/G1406448.pdf?OpenElement>; U.N. General Assembly, Human rights and transnational corporations and other business enterprises, A/HRC/26/L.1 (June 23, 2014), <https://documents-dds-ny.un.org/doc/UNDOC/LTD/G14/062/40/PDF/G1406240.pdf?OpenElement>.

<sup>9</sup> Maya Steinitz, *The Case for an International Court of Civil Justice*, 67 STAN. L. REV. ONLINE 75, 82 (Dec. 2, 2014), [http://www.stanfordlawreview.org/sites/default/files/online/articles/67\\_Stan\\_L\\_Rev\\_Online\\_75\\_Steinitz.pdf](http://www.stanfordlawreview.org/sites/default/files/online/articles/67_Stan_L_Rev_Online_75_Steinitz.pdf).

and Professor Maya Steinitz, the pioneer of this idea, anticipates the realist argument that the United States, home to many powerful corporations, “will not join an ICCJ.”<sup>10</sup> The same could be said about China and countries of the Global North where transnational corporations are domiciled.<sup>11</sup> While the ICCJ could obtain jurisdiction from states of the Global South where subsidiaries operate, “[w]hether they could confer jurisdiction on the parent companies of such subsidiaries, however, is a separate question.”<sup>12</sup>

There are those who think that “there is room for another view: that it is not particularly helpful, either intellectually or operationally, to rely on the subject-object dichotomy that runs through so much of the writings.”<sup>13</sup> I propose that areas of domestic law in which corporations could theoretically be liable can be enforced through an international forum under arbitral agreements entered by corporations and victims.

In the absence of state consent, a tribunal where victims have access to civil redress for corporate atrocities could find basis in arbitration agreements separately entered into by corporations of the Global North and their victims in the Global South. As a matter of fact, international tribunals have previously justified their competence by invoking arbitral principles giving them the power to decide whether they have jurisdiction to adjudicate.<sup>14</sup> Indeed, the learned practitioners Claes Cronstedt and Robert Thompson have proposed arbitration as the basis for “an international tribunal on business and human rights,” which “would apply the substantive laws of the jurisdiction(s) selected by agreement of the parties.”<sup>15</sup> This tribunal “would apply tort/delict principles to cases concerning business involvement in human rights abuses throughout the world, irrespective of the locus of the abuses, the nationalities of those involved or whether the perpetrators are legal or natural persons.”<sup>16</sup> Scholars have agreed with this model, but contend that “[m]any issues remain.”<sup>17</sup> This Article will try to address some of these questions.

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<sup>10</sup> *Id.* at 80.

<sup>11</sup> The general rule under private international law is that jurisdiction is vested to courts where (i) the defendants are domiciled, (ii) the assets in controversy are located, *forum rei*, or (iii) the wrongdoings took place, *forum delicti*. See Joseph Story, *Jurisdiction and Remedies*, in COMMENTARIES ON THE CONFLICT OF LAWS, FOREIGN AND DOMESTIC 909, ¶ 537 (1834).

<sup>12</sup> Douglass Cassel & Anita Ramasastry, *Options for a Treaty on Business and Human Rights*, 6 NOTRE DAME J. INT’L & COMP. L. i, 32 (2015), <http://scholarship.law.nd.edu/ndjicl/vol6/iss1/1/> (last visited: Feb. 6, 2016).

<sup>13</sup> ROSALYN HIGGINS, PROBLEMS AND PROCESS: INT’L LAW AND HOW WE USE IT 50 (Oxford Scholarly Authorities on Int’l Law, 1994).

<sup>14</sup> See, e.g., *Prosecutor v. Tadić*, Case No. IT-94-1, Decision on the Defence Motion For Interlocutory Appeal on Jurisdiction ¶ 18 (Int’l Crim. Trib for the Former Yugoslavia, Oct. 2, 1995) (ruling on its own jurisdiction on the basis of the *Kompetenz-Kompetenz* principle). See also Nottebohm, *Lichtenstein v. Guatemala*, Judgment, 1953 I.C.J. 111, 118–19 (Nov. 18) (applying the *Kompetenz-Kompetenz* principle to dismiss a preliminary objection raised by Guatemala against the court’s jurisdiction).

<sup>15</sup> Claes Cronstedt, et al., *An International Arbitration Tribunal on Business and Human Rights*, BUS. & HUM. RTS. RESOURCE CTR. 7 (June 23, 2014), <http://business-humanrights.org/en/pdf-an-international-arbitration-tribunal-on-business-human-rights-reshaping-the-judiciary-version-three> (last visited: Feb. 6, 2016).

<sup>16</sup> *Id.* at 3–4.

<sup>17</sup> Cassel & Ramasastry, *supra* note 12, at 34. (“For example: How would the tribunal be funded? How would victims’ litigation costs be funded? In view of the controversial track record of investor-state arbitration in matters affecting human rights, would victims and their advocates be willing to use even a tribunal where they would have standing? How would arbitrators be found with the necessary expertise, credibility and objectivity in matters of business and human rights, particularly with respect to the specific

An initial issue is whether civil redress for atrocity crimes is a “subject matter capable of settlement by arbitration.”<sup>18</sup> Although criminal liability for atrocities may not be capable of settlement as a matter of public policy,<sup>19</sup> different jurisdictions concede that settlement is acceptable for torts and civil redress for crimes.<sup>20</sup>

A second issue is that even if consent from states is irrelevant for arbitration between non-state parties, consent to arbitrate must be expressed by both victims and corporate defendants. Arbitration is “a process that derives its authority directly from the consent of the parties such that any arbitration that occurs outside without such consent is illegitimate and invalid.”<sup>21</sup> To express consent, corporations could separately execute open-ended offers to the public in order to arbitrate tort claims arising from corporate atrocities. Victims willing to enter into these arbitral agreements would simply attach a copy of that offer to their arbitral complaint, expressing their consent by commencing proceedings. Moreover, in the absence of an arbitral agreement, consent could also be inferred, under some domestic laws, when a defendant does not object to the arbitral jurisdiction in its response to an arbitral application.<sup>22</sup> If at least one corporate entity has expressed its consent to arbitrate, before or during the arbitration, its parent companies and subsidiaries could also be joined into the arbitration.<sup>23</sup>

It is worth analyzing, however, why corporations would ever consent to arbitration with victims of atrocity crimes. First, since the goodwill of a company is an important corporate asset,<sup>24</sup> some corporations may want to defend themselves from naming and

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concerns of communities and populations affected by corporate conduct? How public would be the arbitral proceedings and awards?”).

<sup>18</sup> Convention on the Recognition and Enforcement of Foreign Arbitral Awards, art. 2, June 10, 1958, 330 U.N.T.S. 38 [“New York Convention”], [http://www.uncitral.org/pdf/english/texts/arbitration/NY-conv/XXII\\_1\\_e.pdf](http://www.uncitral.org/pdf/english/texts/arbitration/NY-conv/XXII_1_e.pdf).

<sup>19</sup> See *id.* art. V(2)(b) (“Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that: . . . The recognition or enforcement of the award would be contrary to the public policy of that country.”).

<sup>20</sup> See, e.g., Francis McGovern, *Settlement of Mass Torts in a Federal System*, 36 WAKE FOREST L. REV. 871, 887–88 (2001) (concluding that settlement of mass torts can be problematic but possible), [http://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=1365&context=faculty\\_scholarship](http://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=1365&context=faculty_scholarship) (last visited: Feb. 6, 2016); Civil Code (1873), art. 2472 (Colom.), [http://www.secretariassenado.gov.co/senado/basedoc/codigo\\_civil\\_pr077.html#2472](http://www.secretariassenado.gov.co/senado/basedoc/codigo_civil_pr077.html#2472) (“settlements may address a civil action arising from a crime with no prejudice to the [related] criminal action.”). See also Eduardo Zuleta, *El arbitraje en razón de la materia: El arbitraje y la responsabilidad civil extractocontractual*, EL CONTRATO DE ARBITRAJE 221 (2005).

<sup>21</sup> Jaime Dodge Byrnes & Elizabeth Pollman, *Arbitration, Consent and Contractual Theory: The Implications of EEOC v. Waffle House*, 8 HARV. NEGOT. L. REV. 289, 297–98 (2003).

<sup>22</sup> See, e.g., Law 1563 of 2012, July 12, 2012, D.O. 48489 (Colom.), art. 3, <http://www.alcaldiabogota.gov.co/sisjur/normas/Norma1.jsp?i=48366> (“If during the period to respond [i] the complaint, [ii] its reply or [iii] any preliminary objections, a party claims existence of an arbitration agreement and the other [party] does not expressly disclaim it, be it before judges or and arbitral tribunal, the existence of the arbitration agreement is validly proven.”).

<sup>23</sup> See, e.g., *Thompson-CSF v. American Arbitration Association & Sutherland Computer Corporation*, 64 F.3d 773, 776 (2d. Cir. 1994) (describing “five theories for binding nonsignatories to arbitration agreements: 1) incorporation by reference; 2) assumption; 3) agency; 4) veil-piercing/alter ego; and 5) estoppel.”). See also *Fisser v. International Bank*, 282 F. 231, 233 (2d Cir. 1960) (on the possibility of extending the arbitral agreement to non-signatories).

<sup>24</sup> Claes Cronstedt, *supra* note 15, at n. 22 (“When Warren Buffet took over as an interim chairman of Salomon Brothers after the Treasury auction scandal in New York in 1991 he told the assembled personnel: ‘Lose money for the firm, I will be very understanding; lose a shred of reputation for the firm, I will be ruthless.’”).

shaming campaigns against them. They may want to rebut victims' accusations before a court of law, and arbitration would enable them to furnish evidence and implead direct perpetrators. Second, some corporations may want to bring different suppliers, subcontractors, or other liable parties into the arbitration commenced by the victims.<sup>25</sup> Third, corporations might want to avoid the risk of having to pay punitive damages awarded by U.S. Courts<sup>26</sup> and might prefer to enter into arbitral agreements limiting their liability to the maximum amount of damages awarded under the laws of the country where the atrocities took place. Fourth, by entering into the proposed open-ended arbitral offers, corporations would be providing "grievance mechanisms" as required by the Guiding Principles on Business and Human Rights,<sup>27</sup> as long as the arbitration proceedings can be characterized as "legitimate," "accessible," "predictable," "equitable," "transparent," "rights-compatible," "a source of continuous learning," and "based on engagement and dialogue."<sup>28</sup> The arbitral tribunal could accomplish this by holding hearings in places reachable to the victims and through arbitral rules jointly drafted by representatives of civil society and corporations. Last but not least, the confidentiality of arbitral proceedings may be another incentive for companies to consent to arbitration seeking civil redress for atrocity crimes.

At any rate, even in the absence of an arbitral agreement with the victims, victims can consider alternative approaches. Arbitral agreements included in contracts among corporations can serve as basis for the victims to join into "second-tier" arbitration.<sup>29</sup> If such contracts have obligations for any of the corporations to comply generally with local laws or other general provisions recognizing rights to the victims, victims could act as third-party beneficiaries.<sup>30</sup>

It is also worth analyzing the reasons why victims would want to enter into arbitral agreements or commence arbitrations under open-ended offers executed by corporations. Victims lacking any forum to pursue justice against state or non-state actors have an obvious incentive. Moreover, the possibility of enforcing an arbitral award in nearly every country in the world is also a compelling reason to prefer an arbitral award over a domestic judgment.<sup>31</sup> Another incentive is the fact that by having consent from just one company, the arbitral agreement is also binding on parent companies and other corporations under a doctrine that allows the extension of arbitral agreements to non-signatories.<sup>32</sup>

<sup>25</sup> See Roger P. Alford, *Arbitrating Human Rights*, 83 NOTRE DAME L. REV. 505, 527 (2008).

<sup>26</sup> See, e.g., *Grimshaw v. Ford Motor Co.*, 119 Cal. App. 3d 757.

<sup>27</sup> U.N. HUMAN RIGHTS COUNCIL, GUIDING PRINCIPLES ON BUSINESS AND HUMAN RIGHTS, HR/PUB/11/04, Principle 29 (2011), [http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf) (last visited: Feb. 6, 2016) ("To make it possible for grievances to be addressed early and remediated directly, business enterprises should establish or participate in effective operational-level grievance mechanisms for individuals and communities who may be adversely impacted.").

<sup>28</sup> *Id.*, Principle 31.

<sup>29</sup> See Alford, *supra* note 25, at 527.

<sup>30</sup> See, e.g., *Robinson Brog Leinwand Greene Genovese & Gluck P.C. v. John M. O'Quinn & Assocs., L.L.P.*, 523 Fed. App'x 761, 763 (2d Cir. 2013), citing *Am. Bureau of Shipping v. Tencara Shipyard S.P.A.*, 170 F.3d 349, 353 (2d Cir. 1999) ("[W]hen a non-signatory plaintiff seeks the benefits of a contract that contains an arbitration provision, it is estopped from 'denying its obligation to arbitrate.'").

<sup>31</sup> 153 countries are parties to the New York Convention. See NEW YORK ARBITRATION CONVENTION, CONTRACTING STATES, <http://www.newyorkconvention.org/contracting-states/list-of-contracting-states> (last visited: Feb. 6, 2016).

<sup>32</sup> See, e.g., *Thomson-CSF*, *supra* note 23, at 776. See also *Fisser v. International Bank*, 282 F.2d 231, 234 (2d Cir. 1960) (on the possibility of extending the arbitral agreement to non-signatories).

We must not overlook, however, some disincentives that victims may find in arbitration. First, arbitration may be perceived with distrust since it is used by corporations for commercial and investment matters. A preliminary solution could be that a commission of companies and victims' representatives from the civil society draft rules tailored for this type of dispute.<sup>33</sup> Another shortcoming of arbitration is that the party who loses the case has to reimburse the arbitration fees and expenses paid by the opposing party. However, third-party funding may be available for impecunious parties, such as victims of atrocity crimes, and this tribunal could secure funds to cover any expenses of the victims as well as the arbitration fees.<sup>34</sup> Third, the lack of appellate review of the arbitrators' interlocutory decisions and of the award itself may create a clear disincentive. Then again, this can be changed by agreement, since new arbitration rules have included the possibility for appellate review at the behest of the parties.<sup>35</sup> Finally, while confidentiality of arbitration may be an incentive for corporations, it might be a disincentive for the victims and civil society in general. As a solution, the parties may agree to public arbitral proceedings, thereby contributing to truth and reconciliation in places where atrocity crimes were perpetrated.

The discussion about this novel idea is just beginning. Whether to start obtaining consent from companies or working on rules for this tribunal is a chicken-and-egg problem. There is no doubt that a new forum will be another "important step in the fulfillment of the ageless dream to free all people from brutal violence."<sup>36</sup> The next step in bringing corporations to justice needs to be taken, whether at the state level in a country like Colombia<sup>37</sup> or in a larger region such as Latin America or Southeast Asia.

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<sup>33</sup> Some domestic laws, for instance, allow arbitration centers to design their own procedural rules. *See, e.g.*, Decree 1829 of 2013, Aug. 27, 2013, D.O. 48895, arts. 7, 8 (Colom.), <http://www.minjusticia.gov.co/Portals/0/Normatividad/Funcional/Decretos/DECRETO%201829%2027-08-2013.pdf>.

<sup>34</sup> *See* William Kirtley and Koralie Wietrzykowski, *Should an Arbitral Tribunal Order Security for Costs When an Impecunious Claimant Is Relying upon Third-Party Funding?*, 30 *J. OF INT'L ARB.* 18 (2013), *citing Third-Party Funding: Snapshots from around the Globe*, 7 *GLOBAL ARB. REV.* 5 (2012), <http://globalarbitrationreview.com/journal/article/30371/third-party-funding-snapshots-around-globe>. ("IMF (Australia) Ltd is prepared to fund international commercial arbitration and investment treaty claims including those administered on an ad hoc basis and by the principal arbitral institutions (ICC, AAA/ICDR, LCIA, HKIAC, SIAC, ACICA and ICSID) with a claim value in excess of AUD\$10 million. IMF offers . . . payment of any adverse costs and provision of security for costs."). *See also* Commercial Dispute Resolution, Q4, Issue 2, 16 (2010) ("Harbour is a leading UK funder of commercial litigation. Harbour provides non-recourse, risk-free funding, paid on an on-going basis, throughout the life of the case, for all, or any, of the following: . . . security for costs, including payments into court . . . Harbour will consider funding for any case with a claim value above £3 million.").

<sup>35</sup> *See, e.g.*, AMERICAN ARBITRATION ASSOCIATION, OPTIONAL APPELLATE ARBITRATION RULES.

<sup>36</sup> *Filartiga v. Pena-Irala*, 630 F.2d 876, 890 (2d Cir. 1980).

<sup>37</sup> *See, e.g.*, Permanent Peoples' Tribunal, Sentencia, ¶ 5.3.2 (July 21–23, 2008), <http://www.colectivodeabogados.org/?DICTAMEN-FINAL-AUDIENCIA-TRIBUNAL> (finding these corporations liable for human rights abuses in Colombia: "Coca Cola, Nestlé, Chiquita Brands, Drummond, Cemex, Holcim, Muriel mining corporation, Glencore-Xtrata, Anglo American, Bhp Billington, Anglo Gold Ashanti, Kadhada, Smurfit Kapa – Cartón de Colombia, Pizano S.A. y su filial Maderas del Darién, Urapalma S.A., Monsanto, Dyncorp, Multifruit S.A. filial de la transnacional Del Monte, Occidental Petroleum Corporation, British Petroleum, Repsol YPF, Unión Fenosa, Endesa, Aguas de Barcelona, Telefónica, Canal Isabel II, Canal de Suez, Ecopetrol, Petrominerales, Gran Tierra Energy, Brisa S.A., Empresas Públicas de Medellín, B2 Gold—cobre y oro de Colombia S.A."). *See also* PERMANENT PEOPLES' TRIBUNAL, THE EUROPEAN UNION AND TRANSNATIONAL CORPORATIONS IN LATIN AMERICA (2010), <http://www.enlazandoalternativas.org/IMG/pdf/TPP-verdict.pdf>.