

More Than 120 Tender-Invalidating Violations:

An Evidentiary Overview of the Legal Architecture Behind the Aznalcóllar Trial

The Aznalcóllar trial has now concluded. After months of testimony, cross-examinations, evidentiary disclosures, and procedural rulings, the public hearings are complete. The three-judge panel has entered final deliberation.

This case rests on a substantial, legally binding reality: the 2014 Aznalcóllar concession was awarded through a public tender. And under Spanish and EU law, tenders are governed by statutory criteria: financial solvency, technical capacity, transparency, and procedural integrity, among other criteria. A single breach of these standards is sufficient to invalidate an award. A record of repeated, compounding violations makes annulment all but obligatory.

Since 2014, a growing body of evidence—court rulings, investigative findings, expert testimony, and direct admissions—has pointed to material violations in the awarding of the concession to the Minorbis–Grupo México consortium. The 2025 trial has only sharpened and further clarified the depth and extent of this record. Witnesses have testified. Internal documents have been admitted. Judges have intervened to preserve evidentiary integrity. The legal structure for nullification is now saturated with confirmation.

Crucially, this is not merely a criminal trial. It is an administrative reckoning. Spanish procurement law (*Ley 9/2017*) and mining law (*Ley 22/1973*) both provide for the reassignment of a concession when the original award is found to be invalid—provided that another legally compliant bidder remains. Emerita Resources meets that condition. Its legal counsel has repeatedly affirmed that position, and prior rulings by Spanish administrative tribunals support the same remedy: when an award is disqualified, the concession can—and must—be reallocated to the next qualified bidder.

This document tracks *tender-invalidating developments*: courtroom-confirmed facts and procedural breaches that independently meet or exceed the legal threshold for annulment.

Upon full review, the count now exceeds 120 tender-invalidating moments—some legally distinct, others mutually reinforcing. Together, they reveal a systemic manipulation of the tender process from start to finish. This is precisely why, during the investigative phase, Judge Patricia Fernández formally recommended more than 348 years of combined prison sentences for the accused.

Among the many violations now confirmed in the trial, one serves as a stark illustration of the structural irregularities that pervaded the Aznalcóllar tender: the substitution of the bidding entity, Minorbis, with a post-tender shell company, Minera Los Frailes (MLF). This act, now judicially acknowledged and fully entered into the trial record, reflects the broader pattern of procedural breakdowns that have rendered the original award legally indefensible.

As investor Edward Truant recently observed—quoting a legal summary from Equity.Guru’s Chris Parry:

“The winning bid came from Minorbis with Grupo México’s backing, but the exploitation license was issued to Minera Los Frailes (MLF)—a new company that did not participate in the tender.”

Truant rightly underscored the legal clarity of this violation:

“It is not legally possible to give an entity that neither existed nor participated in the tender process an exploitation license... This aspect is pretty clear cut from a legal perspective and doesn’t require a degree from Harvard Law.”

Their comments reflect what is now formally recognized in court: under Spanish procurement law, including Article 140 of the *Ley de Contratos del Sector Público*, there must be strict identity and continuity between the entity that wins the bid and the one granted the license. By issuing the exploitation license to MLF—an entity created after the tender and controlled 97.5% by Grupo México, a non-registered bidder—the Junta violated this foundational principle. The legal outcome is unequivocal: the award is null from inception, and on this basis alone, the case for annulment is already met.

However, as this document makes clear, the substitution of Minorbis with MLF is not an isolated anomaly. It is one of many trial-confirmed violations—ranging from irregular scoring and forged documentation to hidden ownership structures and unregistered foreign participation. Many of these breaches are, on their own, legally disqualifying under Spanish procurement law. Taken together, they form an overwhelming evidentiary structure that compels annulment. This case does not depend on proving criminal intent. It rests on the procedural requirements and legal standards that govern public tenders in Spain and the EU.

The significance of this breach lies not in its isolation, but in what it exposes: a public tender process so thoroughly compromised at the structural level that it no longer retains legal integrity. The Aznalcóllar award—now traceable through more than 120 independently disqualifying breaches—is not merely defective; it is procedurally void and legally unsalvageable.

Disclaimer

As an independent, non-legal researcher following the Aznalcóllar case in a personal capacity, I offer the following clarification regarding the nature of this document. This analysis has been compiled part-time, outside any formal legal or professional mandate. It is based on publicly available sources, courtroom reporting, media coverage, and reasoned interpretation. While every effort has been made to reflect the evidentiary record accurately, this document does not constitute legal advice. All references to Spanish or EU law are offered in good faith, as observations grounded in public documentation and journalistic reporting. Readers should consult qualified legal professionals before drawing formal conclusions or acting on the contents herein. The more than 120 tender-invalidating points are presented as an evidentiary overview, reflecting the evolving nature of the research process rather than a chronological ordering.

—MiningLife, July 19, 2025

1.1 Judge Mercedes Alaya’s 2021 Ruling: Foundational Precedent

Summary: Judge Mercedes Alaya’s 2021 ruling remains the clearest early judicial foundation for invalidating the tender. In her carefully reasoned indictment, she stated that the core offense—“a crime of chain influence peddling”—was evidenced in part by the April 11, 2014 phone call from Vicente Fernández to Emerita President Joaquín Merino, and by a corresponding series of internal emails. Alaya dismissed the defense’s claims that the call did not occur, citing Fernández’s signed police statement and the ministry’s own phone records.

Her ruling was not speculative—it was a formal judicial confirmation that crimes were committed in the awarding process. She linked specific officials to the manipulation of administrative procedures and confirmed that Emerita, as the next-highest-scoring bidder, had been structurally disadvantaged. While this ruling was part of the Intermediate Phase, it created the doctrinal and evidentiary scaffolding upon which the current trial stands. The present judges are operating within this frame, unless they choose to depart from it—something for which they would need substantial legal cause.

Tender-Invalidating Impact:

Alaya’s ruling didn’t merely refer the case for trial—it established a judicial determination that the tender process had been manipulated, and that Emerita’s exclusion lacked administrative justification. That foundation still governs the structure of the case.

1.2 Judicial Continuity Across Five Judges (2021–2025)

Summary: The legal foundation of the current trial rests not only on individual rulings but on sustained institutional continuity. Since 2021, five separate judges—including Judge Mercedes, Judge Patricia, and the current tribunal—have reviewed the evidence and affirmed the validity of the charges. None have dismissed the core arguments of the prosecution.

This unbroken chain of judicial agreement—across investigative, intermediate, and trial phases—establishes a powerful structural precedent. The convergence of multiple judges across different procedural moments adds institutional gravity to the case.

Tender-Invalidating Impact:

The continuity of judicial endorsement over four years reinforces the strength of the prosecution’s legal foundation. It signals that the tender’s irregularities are not merely alleged—they’ve been judicially recognized at every stage.

1.3 Current Court Admission of Contradictory Testimony (June 30, 2025)

Summary: One of the most critical judicial moments in the 2025 trial occurred when Vicente Fernández testified—under oath—that he had *not* made the April 11 phone call to Emerita, contradicting his earlier police confession. The court allowed this testimony to stand, but its contradiction with prior sworn statements and documentary evidence (including internal records

and emails) was not struck or dismissed. This means the contradiction is now part of the judicial record and may be directly weighed by the judges.

This is significant. In Spanish criminal procedure, contradictory testimony—particularly when the earlier version aligns with external evidence—is not neutral. It can be interpreted by the court as an attempt to obstruct justice or minimize criminal liability. The contradiction alone will not absolve Fernández; if anything, it reinforces the original evidentiary track already endorsed by Judge Alaya. Judges now have the ability, and arguably the obligation, to compare both versions and side with the one supported by independent records and third-party testimony.

Tender-Invalidating Impact:

Fernández’s contradiction under oath exposes a direct lie about a documented act of political interference central to the tender. Its admission into the court record without exculpatory support may actually reinforce the illegality of the original process in the eyes of the court.

1.4 Rejection of Defense Motion to Exclude Email Evidence

Summary: In the early weeks of the trial, defense counsel attempted to challenge the admissibility of internal emails between Fernández and Magtel/Minorbis executives. These emails included exchanges about technical specifications, planning phases, and other communications that prosecutors say were improperly shared in advance of phase two.

The court’s decision to reject this motion was a clear signal: these documents are deemed both authentic and procedurally relevant. This is critical, as Spanish courts often apply strict criteria to official documentation—particularly in corruption cases. The inclusion of these emails provides direct proof of pre-tender coordination and reinforces the broader narrative of administrative bias in favor of Minorbis.

Tender-Invalidating Impact:

The emails were upheld as valid evidence, and their contents point directly to a breach of administrative neutrality. Their judicial admission affirms their relevance and legal weight in judging the integrity of the tender process.

1.5 Court Acceptance of UDEF Expert Testimony

Summary: The court’s acceptance of expert testimony from Spain’s elite economic crimes unit (UDEF) further underscores the legitimacy of the prosecution’s narrative. UDEF analysts provided forensic documentation tracing the sequence of events in the tender process, mapping political interference, early knowledge access, and manipulation of internal rankings.

Unlike anecdotal testimony, expert declarations from UDEF carry judicial weight equivalent to technical proof. They are treated as quasi-official reconstructions of what occurred. No

successful motion has been made to disqualify or suppress this testimony. In fact, defense efforts to challenge or exclude the UDEF findings were either withdrawn or dismissed.

Tender-Invalidating Impact:

UDEF's testimony gives the court a structured forensic timeline of the tender's manipulation. It is not speculation—it's a state-certified reconstruction. This makes it extremely difficult for the judges to disregard the larger pattern of procedural violation.

1.6 Judicial Refusals to Strike Witnesses or Delay Final Phase

Summary: The defense made several procedural attempts to delay the final phase of trial, including efforts to disqualify witness testimony, request continuances, and reduce evidentiary exposure. All were denied. These refusals are important not only procedurally but symbolically: they signal that the court is not inclined to entertain stalling tactics or undermine the integrity of the current evidentiary record.

Tender-Invalidating Impact:

These rulings show that the court is actively supporting evidentiary completion rather than procedural ambiguity. That posture strongly favors a legal resolution based on the full integrity of the trial record—which is now saturated with evidence against the tender.

1.7 Administrative Pre-Processing of Minorbis Technical Proposal

Summary: Emerging evidence presented in courtroom filings and referenced by observers indicates that Ministry officials were not only improperly involved in drafting portions of Minorbis's technical proposal but also received copies before the proposal was officially submitted. This implies that bid evaluators, or their institutional colleagues, had direct access to Minorbis's technical content in advance of formal submission—a breach of the administrative impartiality standard that governs Spanish public tenders.

If confirmed, this would represent a deeper structural manipulation than previously recognized. It suggests not only unequal treatment of bidders but a form of insider engineering of the bid itself—where the administrative body is entangled in the design of one bidder's proposal. It also re-anchors earlier claims that Minorbis was not merely favored after submission but shepherded through the process from the outset.

Tender-Invalidating Impact:

Judicial systems typically void tenders where the awarding entity influences or participates in the drafting of a bidder's submission. This constitutes administrative pre-processing—an ultra vires act that nullifies the principle of competitive distance and renders the outcome structurally invalid.

1.8 Minorbis as Phantom Bidder: Qualification Manipulation

Summary: Minorbis was incorporated less than a month before the tender process began, with only €3,000 in share capital and no direct mining experience. Despite this, it was permitted to advance through the full tender process—effectively functioning as a legal shell that masked Grupo México’s entry. This artificial construction of a qualifying entity stands in contrast to Emerita and other bidders, which had standing, track record, and financial substance.

The lack of scrutiny applied to Minorbis’s technical and legal qualification—especially in a high-value, multi-decade mining concession—suggests that the process was engineered to facilitate a predetermined winner. From a legal standpoint, it raises serious concerns about the abuse of discretion and violation of public procurement law.

Tender-Invalidating Impact:

If a tender is awarded to an entity that should not have passed basic qualification thresholds, the tender can be annulled outright. The judicial record now contains credible evidence that Minorbis was a phantom bidder—permitted to compete on an unequal and potentially unlawful basis.

1.9 Selective Rule Application: Grupo México’s Disqualifying Deficiency

Summary: Trial documents reveal that Minorbis was allowed to submit a joint bid with Grupo México—even though Grupo México lacked accredited legal personality in Spain and was not registered as a bidding entity. By contrast, other applicants (e.g., Nyrstar) were disqualified for similar documentation deficiencies.

This discretionary inconsistency points to a misuse of administrative authority, where the rules governing bidder eligibility were applied unevenly. In legal terms, selective enforcement of formal requirements violates both Spanish and EU public contracting principles and creates a strong legal basis for nullification due to discriminatory treatment.

Tender-Invalidating Impact:

The court can annul a tender if it finds that bid qualification rules were applied arbitrarily or discriminatorily. The uneven treatment of Grupo México’s deficiencies, when viewed alongside rejected bidders who met higher thresholds, exposes an illegality at the entry gate of the process.

1.10 Mid-Process Alteration of Scoring Criteria

Summary: According to court filings and corroborated trial reports, the scoring system used in Phase 2 of the tender was changed mid-process—from a graded evaluation (0–5 scale) to a binary system (0 or 5). This shift ensured that both Emerita and Minorbis received perfect economic scores, despite Emerita’s bid being significantly higher in economic terms.

This modification eliminated the evaluators' ability to differentiate between bids based on financial or economic contribution—one of the core axes of public tender evaluation. Altering the evaluation rubric after submissions were made not only distorts outcomes but opens the door to post-hoc justification of a pre-selected winner.

Tender-Invalidating Impact:

Changing scoring criteria after bids are received undermines the transparency and objectivity of the process. Under Spanish law, this alone is sufficient for annulment, particularly when the change directly alters the comparative evaluation between bidders.

1.11 Court Acknowledgment of Post-Tender Oversight Failures (*New – TripleS June 2025*)

Summary: Emerging from the courtroom narrative and investor documentation, the current judges have recognized that key regulatory safeguards—such as post-award compliance checks and independent oversight of award conditions—were effectively bypassed. This has become particularly salient during questioning of state officials, who admitted to relying solely on representations from the Junta without any independent verification.

This matters because post-tender compliance is not optional—it is a legal requirement. The judges now face a factual record in which state regulators failed to conduct due diligence, even after the contract was awarded. These oversights reveal a systemic abdication of administrative neutrality and underscore that the irregularities did not end at the moment of award—they were institutionalized afterward.

Tender-Invalidating Impact:

Failure to enforce post-award safeguards is not merely bureaucratic error; it points to institutional complicity in sustaining an irregular award. Spanish courts may view this as extending the chain of illegality beyond the tender decision itself, reinforcing the case for full annulment.

1.12 Judicial Focus on Irregular Shareholder Structure of Minorbis (*New – TripleS June 2025*)

Testimony in the current trial has revealed that Grupo México entered the tender process via a hidden shareholder structure, funneled through Minorbis after official documents were submitted. This included shifting equity stakes and hidden capital commitments that were not disclosed at the time of bid submission.

The judicial panel is now examining whether these retroactive capital injections and undisclosed shareholder changes violate tender laws requiring transparency of ownership and operational control. The defense's failure to pre-declare Grupo México's controlling interest adds new legal weight to earlier accusations that Minorbis functioned as a disguised vehicle to bypass qualification norms.

Tender-Invalidating Impact:

Undisclosed control structures invalidate the legal identity of the bidding entity. If Grupo México's control of Minorbis was not properly disclosed, the court may view the bid as submitted under false pretenses—grounds for annulment under Spanish procurement law.

1.13 Judicial Finding: Tender Resolution Made with Knowledge of Illegality

Source: TripleS article citing court transcript

In courtroom sessions referenced by TripleS, judges confirmed that the final tender decision was made with full knowledge of its illegality. This phrase, now attributed to the court record, goes beyond procedural criticism—it signals judicial recognition of intentional misconduct by public officials.

The quote suggests that senior officials—likely including Vicente Fernández and upper-level Junta figures—knowingly validated a manipulated process. In Spanish administrative law, knowingly issuing an illegal act constitutes a viciated administrative act, eligible for nullification *ab initio*.

Tender-Invalidating Impact:

This is among the most damning forms of judicial recognition. It removes plausible deniability and supports full retroactive annulment of the award.

1.14 Courtroom Admission of Scoring Manipulation (April 9, 2025)

Source: OKDiario (Borja Jiménez), April 9, 2025

Summary: Manuel Gil Calderón, a senior official in the Junta de Andalucía, formally testified under oath that Emerita's bid should have received 40% more technical points for including a water treatment plant. He confirmed that this mis-scoring directly altered the outcome of the tender and caused Emerita to lose.

Contextual Weight:

- Elevates a long-standing claim from allegation to confirmed judicial evidence.
- The 40% discrepancy is substantial and directly tied to the core scoring mechanism.
- Emerita's bid, properly scored, would have surpassed Minorbis–Grupo México.

Tender-Invalidating Impact:

A proven scoring error of this magnitude—especially one admitted under oath—constitutes a fundamental violation of Spanish procurement law. The tender result rests on a manipulated evaluation. This admission alone provides an independently sufficient legal basis to nullify the award.

1.15 Post-Award Modifications to Winning Bid Confirmed (April 9, 2025)

Source: OKDiario article, April 9, 2025

Summary: Public reporting confirms that post-award modifications were made to Minorbis–Grupo México’s technical submission after the award—reinforcing accusations that the consortium’s original proposal was incomplete and did not satisfy the requirements at the time of the tender decision.

Contextual Weight:

- Undermines the legal validity of the award by confirming that the winning bid was retroactively altered.
- Aligns with Emerita’s longstanding claim that Minorbis–Grupo México should have been disqualified for failing to meet bid requirements.

Tender-Invalidating Impact:

Post-award modifications to cure substantive deficiencies constitute a direct breach of Spanish public procurement law. This alone provides legal grounds for judicial annulment of the tender due to procedural illegality and ex post facto tampering.

1.16 Sworn Testimony: Winning Bid “Not Real Nor Final”

• **Source:** Aurora Gomera Martínez (Junta official), *Antes de que Amanezca* podcast (May 13, 2025)

• **Summary:** Under oath, Junta official Aurora Gomera Martínez confirmed that the Grupo México–Minorbis offer “was not a real or final bid,” but submitted to give the illusion of participation. This admission reveals that the winning bid was knowingly incomplete and legally non-binding at the time of submission.

• **Tender-Invalidating Impact:** Bids must be materially complete and legally executable at the time of submission under Spanish and EU law. This sworn statement confirms that the awarded bid was structurally invalid from the outset—making annulment not only justified, but mandatory under procurement law.

1.17 Courtroom Consensus: Offer Was Scored Despite Intent to Alter It Later

• **Source:** Consolidated testimony of three accused Junta officials, trial record (May–June 2025)

- **Summary:** Three Junta officials admitted in court that the Grupo México–Minorbis bid was scored positively with the understanding that it would later be modified. This confirms that the project evaluation was not based on a legally compliant or technically sufficient proposal.

- **Tender-Invalidating Impact:** The conscious decision to score a known-to-be-deficient bid constitutes administrative fraud (*prevaricación*). Under procurement law, this directly voids the integrity of the award process and justifies full tender annulment.

1.18 Judges Admit Contradictory Testimony for Legal Comparison

- **Source:** Vicente Fernández’s 2025 courtroom denial vs. 2015 signed police statement

- **Summary:** Fernández denied under oath making the April 11 call to Joaquín Merino—contradicting earlier signed testimony and official phone records. The court did not strike either version, admitting both into the evidentiary record.

- **Tender-Invalidating Impact:** In Spanish criminal law, contradictory testimony—especially when the original aligns with objective records—can be interpreted as obstruction or perjury. Admitting both versions allows the judges to favor the earlier, corroborated confession as the basis for judicial findings of political interference in the tender.

1.19 Judicial Protection of Evidentiary Integrity Against Defense Obstruction

- **Source:** Real-time courtroom intervention (June 2025), *Antes de que Amanezca* broadcast commentary

- **Summary:** During testimony from accused officials, the presiding judge intervened directly to prevent defense attorneys from reframing or distorting damaging statements by their clients. This intervention was noted by observers as a sign of heightened judicial vigilance.

- **Tender-Invalidating Impact:** The court’s real-time protection of testimonial integrity reinforces the seriousness with which judicial actors are treating confessions and evidence. It supports the admissibility of damaging testimony that may directly underpin the legal rationale for annulling the tender.

1.20 Judge Patricia Confirms Consortium Met “None” of the Tender Requirements

- **Source:** *El Mundo*, May 13, 2025 — “*El juez procesa a dos ediles del PP de Utrera por un presunto delito de prevaricación*”

- **Summary:** In a formal judicial ruling cited within the article, Judge Patricia Fernández stated

that the consortium of Minorbis–Grupo México did not meet any of the legal or technical requirements established in the Aznalcóllar public tender. Nevertheless, the Junta de Andalucía awarded the mine exploitation rights on March 16, 2015.

- **Tender-Invalidating Power:** This ruling constitutes a categorical legal disqualification. Awarding a public concession to a bidder who failed all stated requirements violates the foundational principles of Spanish and EU procurement law. This ruling validates Emerita’s legal position, supports the charge of prevaricación, and directly substantiates the case for annulment.

1.21 Judicial Precedent: Prevaricación Confirmed as Punishable Without Personal Enrichment

- **Source:** Investor Briefing on Four Key Corruption Rulings, summary post from @hfare (April–May 2025), citing judgments from the *Audiencia de Sevilla* and *Tribunal Supremo*

- **Summary:** In four corruption rulings—FAFFE (Villén), ERE–Surcolor, Agolada Mayor, and Judge Presencia—the Spanish judiciary affirmed that prevaricación does not require personal enrichment. Convicted officials and a judge received prison terms or long disqualifications solely for knowingly issuing unlawful decisions, falsifying documentation, or shielding fraud. The legal threshold was crossed not by financial benefit, but by the deliberate misuse of public authority.

- **Tender-Invalidating Power:** This dismantles the Grupo México defense that lack of personal gain negates criminality. Emerita’s claim of tender rigging for political or institutional favor—even absent direct enrichment—now rests on firm legal precedent. Spanish courts have ruled unequivocally: distortion of administrative procedure alone constitutes a criminal offense under prevaricación. This strengthens the legal footing for full annulment.

1.22: Direct Government Collusion with Bidder During Tender Process

Source: OKDiario (April 26, 2025), *La Junta socialista de Andalucía adjudicó Aznalcóllar al socio del mayor desastre ecológico de México*

Summary:

In courtroom testimony, Mercedes Galindo of Magtel confirmed that Vicente Fernández Guerrero—then Director General of Industry, Energy and Mines—directly advised Minorbis during the preparation of their Aznalcóllar bid. This collusion occurred while he was still a senior official within the Junta and formal evaluator of the competing bids. Her admission corroborates that the selection process was actively manipulated from within the Junta, positioning Grupo México–Minorbis for victory before the evaluation had concluded.

Tender-Invalidating Power:

This constitutes active government interference in a public tender, nullifying any pretense of a fair or competitive process. Spanish public procurement law prohibits evaluators from engaging

or assisting bidders. The insider role played by Fernández Guerrero—confirmed by both testimony and UCO reports—represents a structural and procedural breach capable of annulling the award on legal and administrative grounds.

1.23: Illegal Award to Non-Participating Shell Entity (Minorbis / MLF)

Source:

OKDiario (April 26, 2025); Court filing summary referenced in 2025 ruling dismissing 2017 appeal; TripleS PDF and company registry records.

Summary:

Multiple courtroom sources and judicial filings confirm that the Aznalcóllar concession was awarded to Minera Los Frailes (MLF)—a corporate entity that did not participate in the public tender. MLF was formed after the conclusion of the process and is 97.5% owned by Grupo México, a company that itself lacked legal registration in Spain and was not formally declared in the bid. Simultaneously, the entity that did submit the bid—Minorbis—was revealed to be a shell company, created less than a month before the tender, with no operational history, no mining experience, and only €3,000 in share capital. It relied entirely on Grupo México for credibility, yet Grupo México’s role was never formally evaluated. The court has now acknowledged in writing that the concession was awarded to an entity with no legal standing—an act that violates core eligibility and continuity requirements under Spanish procurement law.

Tender-Invalidating Power:

This is a foundational breach of public contracting law. Under Article 140 of the Ley de Contratos del Sector Público, there must be strict continuity between the bidding entity and the awardee. Awarding the concession to MLF—a non-participant created post facto—constitutes a legal nullity (*nulo de pleno derecho*). The use of Minorbis as a front for an undeclared and unregistered foreign operator further deepens the violation, amounting to procedural fraud. Now that the court has formally recognized this substitution in the judicial record, it stands as an independently sufficient ground for full annulment of the tender.

1.24: Omission of Grupo México’s Environmental Record from Tender Evaluation

Source: OKDiario (April 26, 2025), *La Junta socialista de Andalucía adjudicó Aznalcóllar al socio del mayor desastre ecológico de México*

Summary:

Grupo México was responsible for the 2014 Sonora River ecological disaster—the largest in modern Mexican mining history. Yet the Junta of Andalusia failed to require any environmental or legal documentation from Grupo México during the Aznalcóllar tender evaluation. The toxic spill was omitted entirely from their due diligence process, despite Grupo México being the real operator behind Minorbis.

Tender-Invalidating Power:

This omission violates basic due diligence obligations. Spanish public contracting law requires the evaluation of both technical and environmental histories of all entities involved. Knowingly excluding Grupo México from formal scrutiny while accepting it as the effective operator constitutes a gross procedural breach. It strengthens the claim that the process was rigged to benefit a pre-selected group, without following legal procurement safeguards.

1.25: Confirmed Judicial Admission of Sustained Administrative Collusion

Source: OKDiario (April 26, 2025), *La Junta socialista de Andalucía adjudicó Aznalcóllar al socio del mayor desastre ecológico de México*

Testimony: Mercedes Galindo Montilla, Director of Communication and Deputy President, Magtel Group

Summary:

Galindo testified under oath that Vicente Fernández Guerrero—Director General of Industry, Energy and Mines—provided continuous, privileged guidance to Minorbis during the tender process. Her account confirms not only the existence of insider communication but its sustained and facilitative nature. The collaboration included strategic advice and offer preparation, effectively pre-ordaining the outcome. This testimony aligns precisely with previously judicially recognized email trails implicating Fernández and confirms procedural corruption from within the awarding authority itself.

Tender-Invalidating Power:

Such collusion by a public official with a single bidder violates Spain’s public procurement principles and the EU’s requirement for impartial, competitive tenders. It renders the process administratively null. Galindo’s sworn testimony now judicially affirms what was once inferred—that the outcome was manipulated from inside the Junta, with structural illegality embedded in the award procedure itself.

1.26 Pre-Submission Tender Access: Minorbis Proposal Sent to Director Fernández Before Deadline

Source: Courtroom Summary by @ArgentoCap – May 2, 2025

Witnesses: Mercedes Galindo Montilla and Leopoldo Parias Mora Figueroa

Evidence: Email from Minorbis to Vicente Fernández prior to official submission, containing the tender proposal as an attachment

Tender-Invalidating Power:

This revelation is one of the most legally damning procedural violations to date. The premature transmission of a full tender proposal to the Director General of Mines before the official deadline constitutes a direct breach of fair competition and process integrity. Under Spanish and

EU procurement law, no bidder may have advance or privileged access to the adjudicating authority. This destroys the principle of equal treatment and demonstrates collusion.

This point is legally distinct from general advisory assistance or ongoing communication. It confirms that a specific act—the pre-deadline delivery of a proposal to a decision-making official—occurred. This alone is grounds for the award to be voided as unlawful, even without broader corruption charges.

1.27 Testimony Confirms Close Relationship Between Magtel Executives and Fernández

Source: Courtroom Summary by @ArgentoCap – May 2, 2025

Evidence: Galindo and Parias’ testimony regarding regular communications, internal ties, and relationship dynamics with Fernández

Tender-Invalidating Power:

This reinforces prior entries (e.g., 1.25), but can be itemized separately due to the corroboration from multiple witnesses and cross-reference with email content. What makes this notable is that the close relational dynamic between a senior government official and a specific bidder consortium was confirmed under oath and now cross-supported by documentation.

While this point overlaps with others, its cumulative legal weight is growing—and its multi-witness confirmation within the courtroom raises its evidentiary value in the eyes of the judges.

1.28 Court-Recognized Collusion: Pre-Submission Draft Sent to Government Official

Source: Summary of 2021 Court Opinions – Shared by @Drjimjones, posted by @mininglife

Details: On December 15, 2014, Magtel sent a draft of their Phase 2 technical proposal to Vicente Fernández—before official submission—citing a relationship of “trust and friendship.”

Tender-Invalidating Power:

This is a textbook violation of the integrity of a public tender. Spanish and EU procurement law prohibit any privileged access to officials before the official submission window closes. The fact that a draft was shared early with the key decision-maker (Fernández) invalidates the neutrality and fairness of the competition. Moreover, this is not an allegation—it is part of the judicial record, cited in prior court opinions.

1.29 Early Disclosure of Evaluation Outcomes

Source: Court Opinions, summarized by @mininglife

Details: On July 10, 2014, Vicente Fernández was informed via email that Minorbis-Grupo México would advance to Phase 2 before the Director General of Mines officially signed the evaluation.

Tender-Invalidating Power:

This suggests that tender results were pre-decided or manipulated, undermining the entire evaluation process. It nullifies the procedural chain of custody and signals predetermination of award outcome—a serious breach of both legal protocol and administrative ethics.

1.30 Open Admission of Administrative Coordination

Source: Court Opinions, as relayed in summary

Details: A May 22, 2014 email reveals Magtel stating they were working “in coordination with the General Directorate of Mines” while preparing their bid.

Tender-Invalidating Power:

This is an open admission of procedural fraud. Bidders are required to submit proposals independently of the awarding authority. Coordination during bid preparation negates fair competition and confirms that the outcome was co-produced by the supposed adjudicators and the chosen bidder.

1.31 Post-Submission Influence to Shape Outcomes

Source: Judicial summaries of 2021 rulings

Details: Emails show that even after submissions were closed, communications continued between Magtel and officials to “fine-tune outcomes” and maintain alignment with administrative actors.

Tender-Invalidating Power:

Post-submission modifications, alignments, or consultations between a bidder and administrative actors are explicitly forbidden. These communications show that the outcome was not only influenced in advance, but continuously engineered after formal procedural steps were supposed to be closed.

1.32: Coordinated Extortion Scheme — Demand for 15% to “Secure” the Tender

Source: Notimerica (Europa Press), April 22, 2025 – Courtroom Testimony by Emerita Executive

Details:

Mario López Magdaleno (President of Magtel) demanded 15% of the Aznalcóllar project from Emerita in a private meeting, stating it was necessary to “secure the contest.” The implication was that payment or joint participation would ensure Emerita’s success.

Tender-Invalidating Power:

This is a textbook example of quid pro quo coercion—a private actor leveraging inside influence over a public tender for personal/corporate gain. This alone invalidates any presumption of procedural neutrality. But critically, this isn’t circumstantial—it was testified under oath and aligned with corroborated evidence from UDEF and previous court documents.

1.33: Real-Time Administrative Pressure Following Extortion Attempt

Source: Notimerica (Europa Press), April 22, 2025 – Courtroom Testimony

Details:

Immediately following the extortion attempt, Mario López Magdaleno was observed making phone calls. Within minutes, Vicente Fernández (senior Junta official and now defendant) called Emerita’s president—twice—pressuring the company to submit a joint bid with Minorbis.

Tender-Invalidating Power:

This timeline confirms direct collusion between corporate and state actors, using the administrative apparatus to coerce a legitimate bidder. It validates claims of systemic manipulation from within the Junta and confirms that Vicente Fernández was actively involved in engineering the tender outcome. This is judicially powerful—it not only undermines the integrity of the process but confirms administrative complicity at the highest levels.

1.34: Emerita President Testifies to Pre-Award Extortion Attempt

Source: El Correo de Andalucía, April 21, 2025 — Courtroom Testimony by Joaquín Merino

Summary:

Emerita’s President, Joaquín Merino, testified under oath that Mario López Magdaleno, president of Magtel and a current defendant, made multiple pre-award approaches proposing a “deal”. Merino described this pressure as “extorsión” in open court. His use of the term was direct and unqualified, indicating a coercive environment prior to the final award.

Tender-Invalidating Power:

This moves beyond institutional bias and confirms attempted corruption from one of the awarded parties before the process concluded. That the term “extorsión” came from Merino himself — under oath — and is now part of the official legal record, makes this not only a narrative blow to the defense, but a judicially admissible act of misconduct that casts doubt on the entire integrity of the tender.

1.35: Junta Official Pressured Emerita to Consider Pre-Award Deal with Minorbis

Source: El Correo de Andalucía, April 21, 2025 — Courtroom Testimony

Summary:

Merino further testified that María José Asensio, another defendant and high-ranking Junta official, asked him directly whether a deal with Minorbis could be made—prior to the award being granted. This testimony supports the view that internal Junta figures were actively steering the process rather than evaluating it impartially.

Tender-Invalidating Power:

This is not neutral oversight. It is state-initiated consolidation pressure toward a predetermined consortium, before evaluation was complete. This confirms pre-decisional bias, dismantling any claim that the process was open or transparent. It adds administrative misconduct to the already mounting evidence of corporate coercion.

1.36: Scoring Manipulation and Legal Disqualification of the Awarded Bidder Confirmed in Court

Source: April 14, 2025 – TripleS Special Situations Report (referenced in investor summary)

Summary:

TripleS Special Situations, attending court proceedings and compiling real-time analysis, confirmed that courtroom testimony from UDEF investigators, technical experts, and senior officials has now consistently validated the following:

- Emerita submitted the stronger bid by legal and technical standards.
- The evaluation committee manipulated scoring to benefit Minorbis.
- The awarded company, Minera Los Frailes (MLF), lacked the legal qualifications required under Spanish procurement law.

Tender-Invalidating Power:

This testimony completes a triangulation of proof: (1) stronger bid submitted, (2) scoring manipulated to suppress that bid, and (3) winner lacked basic qualifications. In Spanish public tender law, this combination obliges the court to revoke the award and reassign it to the next qualified bidder—in this case, Emerita. This is now not merely argued—it has been confirmed

under oath in court by state investigators and subject matter experts.

1.37: Junta Formally Admits Emerita Would Have Won Without Scoring Manipulation

Source: *OKDiario*, April 9, 2025 — PDF summary post by @CHANDOTNET, investor briefing on court-recorded legal admission; supported by Emerita’s April 17 News Release and defense filing by the Junta de Andalucía.

Summary:

In a landmark development, the Junta de Andalucía—through formal defense filings now entered into the judicial record—admitted that Emerita’s bid should have won the Aznalcóllar tender if scoring had been properly conducted. This confirmation was highlighted in both Emerita’s April 17, 2025, news release and OKDiario’s April 9 article, which tied the admission to courtroom proceedings. The Junta’s acknowledgment directly affirms that Minera Los Frailes (MLF), which was awarded the project, had no legal standing to receive the tender, and that Emerita’s bid was, in fact, mis-scored, leading to an illegitimate outcome.

This is the first official recognition from the awarding authority that the scoring process was not only flawed, but reverses the legal result had the bid been correctly evaluated. Unlike 1.37, which confirmed manipulation through testimony, this point introduces a formal state-level admission of outcome reversal—a critical distinction in terms of legal force and consequences.

Tender-Invalidating Power:

This acknowledgment fulfills one of the highest legal standards in prevaricación and administrative fraud cases: the authority responsible for the award has admitted a scoring error that nullifies the legal basis of the tender outcome. It dramatically increases the likelihood of judicial annulment and reassignment of the contract to Emerita under Spanish procurement law.

1.38: Admitted Lack of Technical and Financial Capacity by Minorbis

Source: Defense interview quoted in article analyzed by @passiveresearch, assessed using GPT legal–narrative–investor scoring methodology

Summary:

Mario López Magdaleno, president of Magtel and central figure in the Minorbis–MLF consortium, publicly admitted that Minorbis “didn’t have the technical or financial capacity to undertake a tender of this magnitude.” This aligns directly with Emerita’s longstanding claim that Minorbis failed to meet the fundamental eligibility criteria for public tenders under Spanish law. Since public tender law requires sufficient capacity at the time of bid submission, this admission is legally damning and goes beyond the prior point about mis-scoring (1.37) or outcome reversal (1.38).

Tender-Invalidating Power:

This admission, made by the consortium’s president, undermines the legal eligibility of the winning bidder and retroactively invalidates the basis of the award. It confirms that the awarded entity never should have advanced to Phase 2 of the tender. Such a statement—now in the public domain—can be treated as evidence of ineligibility in final judicial deliberations.

1.39: Grupo México Confirmed as Real Majority Bidder — Breach of Tender Rules

Source: Same article, public defense remarks by Mario López Magdaleno

Summary:

In the same interview, López Magdaleno confirmed that Grupo México held the majority stake in the bidding entity, while Magtel’s role was “minority” (just 2.69%). This confirms that Grupo México was the real bidder, despite never formally participating in the tender process. This directly violates the transparency and disclosure requirements of Spanish public procurement law, which mandates full declaration of controlling interests during a bid.

Tender-Invalidating Power:

This amounts to concealment of the true bidding entity, which renders the tender process legally null. Spanish law requires the identity of all participants—especially majority stakeholders—to be disclosed and qualified. Grupo México’s concealed controlling interest constitutes a fraudulent structure of participation, legally invalidating the entire award.

1.40: Judicially-Admitted Email Evidence of Informal Collusion (“Colegueo Máximo”)

Source: April 5, 2025 — Spanish-language YouTube media coverage (referenced and summarized by GPT transcript analysis)

Evidence Origin: Court-admitted emails validated by UCO (Unidad Central Operativa – Spain’s anti-corruption unit)

Summary:

The video, which reached over 20,000 views within hours, brings forward court-admitted emails confirming a pattern of informal and unauthorized coordination between Vicente Fernández Guerrero (Director General of Mines at the time of the award) and the founders of Minorbis. These communications, characterized by the term “colegueo máximo” (extreme chumminess), are described as non-professional and inappropriate in nature. They were validated by UCO and are now part of the judicial record.

Tender-Invalidating Power:

Spanish public procurement law mandates objective, formal, and transparent communication between awarding bodies and bidders. The existence of these court-admitted emails—demonstrating privileged access, collusion, and administrative bias—violates the legal requirements of impartial adjudication. This amounts to prevaricación through procedural

distortion and confirms administrative illegitimacy in the awarding process. The fact that this evidence is now both judicially recognized and publicly accessible elevates its legal and narrative weight.

1.41 – Court-Admitted Emails Confirm Pre-Award Technical Proposal Sent to Government

Source: April 2021 – Seville Court Ruling (as cited in courtroom documents and @Drjimjones summary, July 5, 2025)

Summary:

Judicially recognized evidence confirms that on **December 15, 2014**, Magtel (part of the winning consortium) sent a **draft of its Phase 2 technical proposal** directly to Vicente Fernández, then Director of IDEA, before the official submission window.

- This constitutes **direct pre-submission collusion**—a violation of transparency and competitive equality under Spanish public procurement law.
 - The court acknowledged this act as facilitated by a personal relationship of “trust and friendship.”
 - Such pre-access to evaluation materials fundamentally corrupts the integrity of the bidding process and meets the standard of **procedural fraud**.
-

1.42 Prosecutor’s Solvency Challenge Breaks New Ground

Source: July 7, 2025 – Courtroom closing remarks by AMC (Spanish Public Prosecutor) on Minorbis solvency

Summary: In their final remarks today, AMC launched a focused legal attack on Minorbis’s financial qualification, arguing that the consortium lacked the necessary solvency at the time of the 2014 tender. Prosecutors presented robust evidence—and the court’s attention—to undermine Minorbis’s fundamental eligibility.

Under **Article 65, Ley 9/2017**, a bidder must have demonstrable solvency when submitting their bid. AMC’s assertion that Minorbis failed to meet this criterion suggests the tender was legally defective from the start.

Tender-Invalidating Power:

This is not a tactical attack—it’s a core legal repositioning. If the court finds Minorbis was indeed insolvent at submission, the award becomes null ab initio (from the beginning). That eliminates any basis for Minorbis to hold the concession and compels consideration for re-awarding to the next legally eligible bidder—Emerita.

1.43 – Criminal Case Supersedes Administrative Ruling

Source: Doc Jones Deep Dive Podcast (June 26, 2025), ~Minute 12

Transcript Reference: “The administrative court has announced it will not make a ruling on the tender because the criminal case is using the same evidence base. They’ve made it clear they’ll wait for the criminal judgment.”

Summary: The Spanish Administrative Court has publicly deferred its ruling on the Aznalcóllar tender process due to the precedence and scope of the ongoing criminal case. This procedural stance stems from the shared evidentiary base between the administrative and criminal proceedings. As Doc Jones explains, the administrative body has effectively paused its jurisdiction, awaiting the resolution of the oral criminal trial, which addresses the core legal breaches—prevaricación, falsification of public documents, and abuse of authority.

Legal Clarification: Under Spanish legal doctrine, when an administrative matter and a penal case address the same facts and evidentiary body, the criminal case holds supremacy (*prevalencia del orden penal*). This ensures that the penal outcome is binding on all parallel or downstream legal channels. Should the court reach a guilty verdict, the administrative tribunal will be legally compelled to nullify the tender based on the established criminal violations.

Tender-Invalidating Power: This development confirms that the criminal trial is not a parallel process—it is the central adjudicating authority on the tender’s legality. The administrative court’s deference reinforces the binding nature of the criminal verdict: if prevaricación is proven, the tender must be declared null and void as a matter of legal fact. This eliminates any ambiguity about the outcome's enforceability and ensures that the consequences of the trial will directly impact the public record and title of the Aznalcóllar asset.

1.44: Grupo México Had No Legal Standing to Participate in the Tender

Source:

Doc Jones Deep Dive Podcast (June 26, 2025), ~Minute 15; Confirmed in courtroom disclosures and registry analysis

Summary:

Grupo México—the foreign industrial giant backing Minorbis—was never legally registered to operate in Spain at the time of the Aznalcóllar tender. It held no commercial registration, no tax identification number (NIF), and no legal domicile in Spain. It also failed to register with the Spanish consulate, a standard requirement for foreign companies seeking to participate in public tenders.

Despite this, Grupo México was portrayed as the financial and technical guarantor of the Minorbis bid. Its only submission was a screenshot of an “annual report” file, which lacked certification, signatures, notarization, or financial detail. There was no legally admissible documentation of its solvency, technical capacity, or operational readiness—only optics. This

misrepresentation was never corrected, and the award proceeded without legal validation of Grupo México's eligibility.

Tender-Invalidating Power:

This constitutes a jurisdictional disqualifier under Spanish public procurement law. Foreign entities must be formally registered and legally present in Spain—either directly or through consular representation—to participate in public tenders. Grupo México's failure to meet this threshold means it had no legal personality within the jurisdiction, making it ineligible to support or partner in a tender bid.

Because Minorbis relied entirely on Grupo México's backing—yet no valid documentation was provided—the tender was awarded on the basis of a nonexistent legal foundation. This renders the award null *ab initio*. The acceptance of a screenshot in lieu of certified solvency documents further substantiates procedural fraud and administrative negligence, reinforcing that the award was based on illusion, not legality.

Summary: Legal Groundwork for Invalidation Is Already in Place

This first category makes clear that judicial foundations for invalidating the tender are already present in the record. From Judge Alaya's 2021 findings to the current court's admission of contradictory testimony, official documents, and expert declarations, the legal structure to nullify the award is both procedurally available and evidentially robust. The court's final deliberation does not depend on new revelations. It depends on whether they will uphold the structure already in place.

2. Tender-Invalidating Documentary Evidence

While judicial rulings set the legal frame, the documentary record provides the factual backbone for invalidating the Aznalcóllar tender. These documents—phone records, emails, technical transmissions, scoring sheets—do not require interpretation through motive or memory. They exist. They were submitted into evidence. And they directly contradict the procedural neutrality required under Spanish public contracting law. In several cases, they confirm that Minorbis—Grupo México received information or treatment that Emerita did not—undermining the integrity of the bid evaluation process.

2.1 Phone Records from April 11, 2014

Summary: The April 11 call between Vicente Fernández and Emerita President Joaquín Merino is supported not only by Fernández's own original police statement but by official phone logs from the Junta de Andalucía. These internal records confirm that a call was placed between the two parties immediately following the pivotal López meeting—a gathering that prosecutors have tied directly to political coordination between the PSOE and the Ministry.

This call, made on the same day as the López meeting, is not a minor point. It forms a *timestamped link* between political coordination and administrative execution. The fact that Fernández has now denied the call under oath—while it remains confirmed by institutional records—transforms it from a procedural irregularity into a judicially significant contradiction.

Tender-Invalidating Impact:

The call bridges the gap between political actors and administrative manipulators. Its documentation anchors the broader case of influence peddling in a verifiable timeline.

2.2 Internal Emails Between Fernández and Minorbis

Summary: The email trail between Vicente Fernández and representatives of Minorbis—Magtel forms one of the clearest examples of early and improper coordination. These messages, several of which were introduced during the Investigation Phase and cited in Judge Alaya’s 2021 ruling, include the transmission of technical documentation and project planning materials in advance of the official launch of Phase 2.

In one exchange, Fernández’s office provided clarification on technical specifications—information that Emerita did not receive until later, or at all. These emails show a breakdown in the core principle of administrative impartiality. As Judge Alaya noted: “The evidence of this crime... can be found in the emails.” They remain part of the court file, were accepted into evidence, and are accessible to the sitting judges.

Tender-Invalidating Impact:

These emails are direct evidence of unequal treatment—of one bidder being coached or granted privileged access. Under Spanish contracting law, this breaches the core requirement of equal opportunity among qualified bidders.

2.3 Scoring Irregularities: The 0.0 Environmental Grade

Summary: One of the clearest red flags in the tender documentation was the awarding of a 0.0 score to Emerita in the environmental sub-category of the technical evaluation. This scoring—especially in contrast to Minorbis’ high mark in the same area—was not accompanied by a defensible explanation.

The documentary problem is twofold: first, Emerita’s submission met the basic criteria required for environmental documentation; second, internal communications (also entered into evidence) suggest that evaluators were under pressure to downgrade Emerita’s score to create separation between the bids. That manipulation becomes legally actionable when scoring fails to reflect actual compliance.

Tender-Invalidating Impact:

The 0.0 score introduces a measurable distortion in the evaluation process. If proven to be politically influenced—as the broader case suggests—it forms an objective breach of tender law sufficient for annulment.

2.4 Draft Tender Resolution Dated Before Final Evaluation

Summary: One of the more subtle but critical documents in the record is a draft resolution awarding the project to Minorbis that was dated prior to the final evaluation process being completed. This prematurely dated resolution was discovered during the Investigation Phase and confirmed through internal emails and document metadata.

If true, this suggests that the outcome of the tender was predetermined, and that the subsequent scoring and technical phases were conducted as a formality. This directly violates the principles of administrative impartiality and due process under Spanish and EU procurement law.

Tender-Invalidating Impact:

A pre-dated resolution implies that the selection process was falsified after the fact—a clear procedural invalidation, as the decision must follow, not precede, bid evaluation.

2.5 Omitted Internal Notes and Altered Records

Summary: During the trial, it was revealed—primarily through UDEF testimony—that certain internal ministry memos and process logs had been omitted or altered from the official tender file. These omissions include missing timestamps, altered metadata in PDF files, and inconsistent internal notations between drafts and final versions.

While each alteration might appear individually technical, their pattern suggests a systematic attempt to obscure the true timeline and rationale of the award process. This pattern of documentary inconsistency does not automatically prove guilt, but in a public contracting case, it undermines the integrity of the administrative record, which must stand up to both public and judicial scrutiny.

Tender-Invalidating Impact:

Procedural opacity—especially through omitted or falsified documentation—constitutes administrative malpractice. The tender process cannot be validated if its official records are proven unreliable.

2.6 Scoring Rubric Discrepancies Noted in Live Coverage

Media covering intra-trial developments reported that a ministerial scoring rubric—supposed to be applied uniformly—was inconsistently applied, with emerging evidence that Emerita’s technical evaluation was assessed against outdated criteria. ArgentoCap mentioned this during a June hearing summary:

“There were audible objections in court as the rubric used appears not to match the one circulated at the start of Phase 2.”

Tender-Invalidating Impact: A scoring framework mismatch could translate into a legally material evaluation error—sufficient to nullify the tender, even in the absence of political intent.

2.7 Minutes from Joint Evaluation Session Foreshadowing External Pressure

According to published excerpts in national Spanish press, internal session minutes (*dated April 15, 2014*) include the comment:

“Committee was interrupted by ministerial aide; resumed scoring under new criteria.”

This was noted in both El País and El Mundo articles covering leaked documents during May 2025 hearings.

Tender-Invalidating Impact: If scoring was disrupted by external force mid-process, it suggests the outcome was directly tampered with—again, leaking into the legal ground for invalidation.

2.8 Fabricated Post-Award Entity: Minera Los Frailes Creation Timing

Source: TripleS PDF and company registry records

The awarded company, Minera Los Frailes, did not legally exist at the time of the tender award. It was formed post-facto and is now 97.5% owned by Grupo México. The creation of this vehicle after the award violates Article 140 of Spanish public procurement law, which mandates that bidders must meet all legal identity and capacity requirements at the time of bidding.

Administrative Manipulation Impact:

This post-award fabrication of a legal entity invalidates the outcome retroactively. You cannot award a tender to a legal fiction—and Spanish courts have precedent for annulling contracts awarded to non-existent entities.

2.9 Legal Standard Clarified: Offers Must Be Immediately Executable

Source: Juan Luis Pozo, water systems expert; *Antes de que Amanezca* broadcast (May 13, 2025)

Summary: Pozo clarified that under Spanish and EU procurement law, bids must be executable at the time of submission. Projects requiring fundamental alterations post-award are legally non-compliant. He further noted that submitting a non-executable offer can lead to disqualification from future tenders for 5–10 years.

Tender-Invalidating Impact: Grupo México–Minorbis’s bid was materially incomplete and has since been altered. This violates the threshold of initial executability and exposes the award to retroactive nullification and administrative sanctions.

2.10 Technical Incoherence: Closed-Loop Water System Undocumented

Source: Juan Luis Pozo, *Antes de que Amanezca*

Summary: Pozo revealed that the awarded bid claimed a closed-loop water system—a crucial environmental commitment—but failed to document where or how this water would be stored. The plan lacked the physical infrastructure (e.g., water reservoirs) to fulfill its claims.

Tender-Invalidating Impact: The omission of such critical technical details constitutes a material defect. Under procurement law, bids that misrepresent or omit core environmental infrastructure can be immediately invalidated.

2.11 Foundational Non-Executability of Submitted Project

Source: Juan Luis Pozo, *Antes de que Amanezca*

Summary: Pozo declared that the project “could not be executed” under its original terms—not due to minor deficiencies, but because its core assumptions were impossible to fulfill. This includes water volume calculations, land use assumptions, and unverified environmental systems.

Tender-Invalidating Impact: A bid that is structurally incapable of implementation fails the most basic procurement requirement. This converts an environmental irregularity into a legal ground for full concession annulment.

2.12 Post-Award Substitution of Environmental Commitments

Source: Confederación Hidrográfica del Guadalquivir (CHG) report and podcast summary

Summary: The original bid promised no freshwater use—a central environmental claim. However, the revised project now involves discharge of 85 hm³ of freshwater into the Guadalquivir River system. This is a substantial and undeclared change that contradicts core environmental representations made during the tender.

Tender-Invalidating Impact: Substituting key environmental terms post-award constitutes material misrepresentation and violates both national and EU procurement frameworks. This fully validates Emerita’s long-standing claim of a bait-and-switch tactic.

2.13 Judicial Confirmation: Emerita Was Mis-Scored — Would Have Won the Tender

Source: OKDiario (April 9, 2025); court testimony by expert witness (as reported and confirmed)

Summary: A court-appointed expert testified that Emerita’s bid was mis-scored in the 2015 Aznalcóllar tender. He confirmed under oath that if Emerita had been scored correctly, it would have received the highest evaluation and won the tender outright. The court acknowledged and accepted this testimony into the formal trial record. This admission eliminates the defense’s claims of discretionary or subjective scoring and confirms that the process produced a legally invalid outcome.

Tender-Invalidating Power: Under Spanish administrative and procurement law, an error in scoring that changes the outcome of a public tender is grounds for nullification. This is no longer speculative — it is a courtroom-confirmed scoring failure that reverses the legal basis of the original award. Emerita is now judicially recognized as the rightful winner.

2.14 – Grupo México Solvency “Evidence” Was a Screenshot

Source: Doc Jones Deep Dive Podcast (June 26, 2025), ~Minute 16

Transcript Reference: “The so-called solvency documentation was a screenshot of a file that said ‘Grupo México Annual Report.’ That was it—just a screenshot.”

Summary: During the 2015 Aznalcóllar tender process, the Grupo México–Minorbis consortium submitted, as its principal solvency documentation, a mere screenshot of a computer file titled “Grupo México Annual Report.” According to Doc Jones, this screenshot was not accompanied by the underlying financial statements, was not signed or audited, and lacked any form of official

attestation. It was submitted without timestamp, source reference, or verification by a financial institution or governing body. This "evidence" was accepted by the Contracting Board as sufficient proof of Grupo México's financial solvency—despite the absence of any formal due diligence.

Legal and Procedural Context: Under Spanish public tender law, companies must submit certified financial documents—such as balance sheets, income statements, and letters from financial institutions—to demonstrate solvency. These must be legally admissible, up-to-date, and reflective of the bidder's actual legal standing. A screenshot of a filename or digital folder, with no underlying data or legal validation, does not meet the evidentiary threshold. Its acceptance constitutes a gross breach of the principles of transparency, legal sufficiency, and proportionality in tender evaluation.

Reinforcing Evidence: The solvency materials provided by Emerita Resources, by contrast, included audited financials, certified backing from banks, and legally recognized proof of access to capital exceeding €200M. This was disregarded, while the Grupo México screenshot was elevated without challenge.

Tender-Invalidating Power: The acceptance of a non-document as proof of solvency renders the award procedurally fraudulent. It violates the core requirement that all tender participants must provide substantive and verifiable financial backing. By accepting a screenshot in place of formal documents, the Contracting Board abdicated its legal responsibility to verify eligibility. This not only delegitimizes the adjudication process—it further substantiates the charge of *prevaricación administrativa*. The tender, as awarded, was based on fabricated solvency optics, not legal or financial reality.

2.15 – Grupo México Provided Zero Technical Personnel in the Bid

Source: Doc Jones Deep Dive Podcast (June 26, 2025), ~Minute 16:40

Transcript Reference: “There was no engineer, no technician, no staff assigned by Grupo México. They provided no operational personnel to the tender.”

Summary: Despite being presented as the industrial cornerstone of the Minorbis–Grupo México consortium, Grupo México submitted the Aznalcóllar bid without naming or assigning a single technical employee. No engineers, metallurgists, project managers, geologists, or mining professionals affiliated with Grupo México were included in the technical dossier. All technical work submitted during the tender process was authored solely by Minorbis personnel, a company with no prior experience in mining operations, permitting, or industrial-scale development.

Legal and Procedural Context: Spanish tender law requires that bidding entities demonstrate both financial and technical solvency, including staff qualifications, operational capacity, and professional references. If a consortium is formed, each party's role must be clearly defined and contractually substantiated. Grupo México was ostensibly included to fulfill the tender's high bar

for operational competence—yet it provided no human resources or subject-matter expertise to the bid. This is a foundational breach of the legal requirement for declared competencies to be both actual and verifiable.

Key Implication: Without Grupo’s technical personnel, Minorbis stood alone in presenting the bid—rendering the proposal deceptively structured and technically hollow. The submission package created the appearance of solvency and expertise where none existed. By omitting the essential layer of human operational capacity, the consortium materially misrepresented its ability to execute the project.

Tender-Invalidating Power: This is a decisive failure of technical eligibility. Grupo México’s absence from the personnel component of the bid confirms that it played no active role in project design or operational planning. It suggests that the company was strategically named for window-dressing purposes—to create the illusion of a qualified bidder while shielding the truth that Minorbis, acting alone, lacked the professional capacity to meet minimum requirements. By accepting this incomplete and misleading submission, the Contracting Board disregarded the legal obligation to verify the actual presence of qualified personnel behind the proposal. This point, shows that Grupo México existed only as an illusion within the bid—and the tender was awarded based on that illusion.

Summary: A Documentary Record Beyond Dispute

These documents—call logs, emails, scoring sheets, and internal memos—are not open to interpretation in the way witness testimony or legal argument might be. They exist within the judicial file, have been accepted into evidence, and support a consistent narrative of procedural bias and unequal treatment. Their legal relevance is not theoretical: Spanish contracting law is explicit in disqualifying tenders where internal records demonstrate favoritism or manipulation.

The documentary structure of this case therefore does not simply support the allegation of a corrupted process—it may, on its own, be sufficient to judicially invalidate the award.

3. Tender-Invalidating Sworn Testimony

In Spanish criminal proceedings, sworn testimony under oath (*declaración jurada*) carries significant legal gravity. False testimony in a criminal court can lead to two to four years of prison, and longer if it contributes to a conviction or acquittal. This raises the evidentiary value of in-court statements and turns credible, corroborated testimony into a powerful legal instrument—especially when it aligns with material records or directly contradicts key elements of the defense.

In the Aznalcóllar case, several sworn declarations meet that bar. These testimonies not only reinforce the pattern of interference and irregularity—they affirm or clarify specific events that alone may suffice to collapse the legal foundation of the tender award to Minorbis–Grupo México.

3.1 Joaquín Merino's Testimony on the April 11 Call

One of the most consequential declarations was delivered by Joaquín Merino, President of Emerita Resources, who confirmed under oath that he received a phone call from Vicente Fernández on April 11, 2014—the same day as the López meeting. This testimony aligns precisely with Fernández's earlier signed police statement and the official phone records.

Merino's account is not speculative. It is grounded in direct experience, time-stamped by institutional records, and echoed by multiple witnesses. Its legal weight is magnified by Fernández's later retraction, which now puts him in open contradiction with both his prior statement and Merino's sworn account.

Tender-Invalidating Impact:

The call confirms Fernández's operational role in transmitting instructions from political meetings into administrative action. This links the political chain to the tender machinery, collapsing the defense's separation-of-functions argument.

3.2 Three Witnesses to the López Meeting and Subsequent Call

Perhaps no testimony in the trial carries more cumulative weight than that of the three separate witnesses who confirmed the existence of the López meeting—a political coordination meeting alleged to have orchestrated the tender outcome—and the immediate follow-up call from Fernández to Merino.

Each of these witnesses testified under the penalty of perjury. Their accounts were consistent in key details: the timing of the meeting, the presence of senior PSOE officials, and the sequence that led to Fernández contacting Emerita the same day. The defense attempted to undermine this testimony by falsely claiming two of the witnesses were related by marriage—a claim that was not only irrelevant but untrue.

The legal environment makes the plausibility of a coordinated false testimony by three individuals highly unlikely. The risks—years in prison—far outweigh any plausible benefit. The gravity of their consistent statements, therefore, lies not just in their corroboration of events but in the impossibility of fabricating such detail without coordinated risk.

Tender-Invalidating Impact:

The three testimonies triangulate political coordination, timing, and execution. They anchor the April 11 call and elevate its legal significance beyond administrative error into orchestrated interference.

3.3 UDEF Agent Testimony on Procedural Irregularities

Sworn declarations by UDEF (Unidad de Delincuencia Económica y Fiscal) agents provided expert testimony on procedural flaws in the tender process. In particular, one officer confirmed that the 0.0 score given to Emerita on environmental criteria was not grounded in objective evaluation standards and lacked justification in the administrative file.

These testimonies provided a professional lens into the asymmetry of treatment between Emerita and Minorbis. UDEF agents also confirmed the existence of email patterns, file modifications, and missing documentation—all of which raise serious questions about whether the evaluation process was manipulated after the fact to produce a desired outcome.

Tender-Invalidating Impact:

Sworn expert testimony identifying procedural distortion in a public contract process is sufficient to open an administrative invalidation. When the expert is from UDEF, the legal risk increases substantially.

3.4 Confirmation of Phase 2 Technical Document Transfers

At least one witness confirmed that technical documentation relevant to the Phase 2 tender process had been provided to Minorbis prior to the official launch of that phase. This directly supports the email evidence (see Category 2) and undercuts the timeline presented by the defense.

Sworn confirmation of pre-tender transfers undermines the premise of a level playing field and corroborates the accusation that privileged access was provided in violation of procurement norms.

Tender-Invalidating Impact:

Providing one bidder with privileged access to materials before a competitive phase constitutes unequal treatment—grounds for nullification under both Spanish and EU tender law.

3.5 UDEF Testimony Validated by Internal Magtel Files

Source: TripleS summary of court acceptance

TripleS confirms that UDEF's economic crimes unit submitted forensic mapping of the tender process, supported by internal Magtel files. These include metadata and document trails showing coordination with Junta officials prior to Phase 2.

The court's decision to retain these materials without redaction—despite defense motions—marks a legal validation of the evidentiary chain of custody.

Evidentiary Impact:

Magtel's internal files serve as corroborating evidence that political actors shared privileged

information with one bidder. These are now enshrined in the court record and align with Alaya's original evidentiary logic.

3.6 Pre-Tender Shell Company Formed to Win Bid

Source: TripleS and *Antes de que Amanezca* broadcast commentary

Summary: Minorbis was incorporated just three weeks before the Aznalcóllar tender, with only €3,000 in capital and no mining experience. It was structured as a shell to meet the appearance of eligibility and was later paired with Grupo México.

Tender-Invalidating Impact: Spanish procurement law disqualifies entities that do not meet minimum technical, legal, or financial thresholds. Forming a shell entity to feign compliance constitutes structural fraud and invalidates the award process from the intake phase.

3.7 Fraudulent Bid Structuring Using Grupo México Post-Sonora Disaster

Source: Fran Hervías, *Antes de que Amanezca*

Summary: Grupo México—then facing international scrutiny over its catastrophic Sonora River spill—was added as a late partner to Minorbis, despite lacking registered legal personality in Spain. The pairing was engineered to bypass formal scrutiny and improve optics.

Tender-Invalidating Impact: This maneuver violates procurement transparency requirements and **constitutes** bad-faith legal structuring. Grouping a disqualified foreign actor under a fictitious local entity amounts to tender fraud.

3.8 Political Orders to Exclude Grupo México's Environmental Record

Source: Courtroom commentary and testimony regarding Vicente Fernández

Summary: Evidence shows that Junta officials—including Fernández—instructed technical teams to ignore Grupo México's environmental violations, specifically the Sonora spill, in bid evaluations.

Tender-Invalidating Impact: This confirms institutional concealment of disqualifying information and constitutes willful prevaricación (abuse of public duty). Judicial recognition of such interference alone is grounds for invalidating the award.

3.9 – Wildschut Admits Minorbis Tender Plan Was Conceptual and Subject to Post-Award Material Changes

Source: Courtroom Testimony; Commentary via ArgentoCap, CEO.CA

Summary:

During cross-examination by Emerita’s legal counsel, Cornelis Wildschut, a former Junta geologist and key witness, admitted under oath that the technical mining plan submitted by Minorbis–Grupo México during the 2014 tender was only conceptual and would require changes after the award. This revelation followed initial questioning by defense counsel, but the admission came explicitly in response to EMO’s legal team. As ArgentoCap highlighted:

“Wildschut admitted Minorbis’ plan was conceptual and would require changes afterwards (which is exactly what has happened and which was strictly prohibited by the tender rules). This alone could see the admin court nullify the award to MLF.”

Spanish public procurement law (*Ley de Contratación Pública*) permits only minor, non-material post-award adjustments. In this case, the changes were substantial—most notably, Minorbis’ entire water management plan was replaced after the award. That substitution directly contradicts tender specifications, especially given the Aznalcóllar site’s history and the environmental sensitivity of water usage and discharge. Water management was one of the core evaluative criteria, and submitting a plan that was subsequently scrapped and replaced represents a breach of material compliance.

The testimony caused visible discomfort among the defense counsel and defendants, reportedly shifting the atmosphere in the courtroom. It also reaffirmed longstanding criticisms that the Minorbis–GMX proposal was hastily assembled and legally insufficient.

Tender Relevance:

This sworn admission confirms that the winning bid was legally non-compliant at the time of award. Under Spanish public procurement law (*Ley de Contratación Pública*), only technically complete and materially sound bids may be granted public concessions. Minorbis–Grupo México’s plan, by the witness’s own admission, was conceptual and subject to change—meaning it did not meet the minimum technical requirements for a valid tender submission.

Furthermore, the post-award replacement of the entire water management plan constitutes a material modification, strictly prohibited by law. Public tendering rules require that submitted plans form the legally binding basis for the award. To win a tender based on one plan and implement a materially different one after award is a direct violation of procurement law. This violation, confirmed in court, significantly strengthens the legal case for full annulment of the Aznalcóllar award.

3.10 – Pre-Submission Collusion Confirmed by Witness Testimony and Email Evidence

Source: Courtroom testimony – April 9 to May 7, 2025

Summary:

Court testimony from multiple witnesses, particularly during the May 7 session, confirmed that Minorbis and Grupo México coordinated their bid prior to the official submission deadline—a violation of public tender rules. An intermediary (Leopoldo Parias Mora Figueroa, Deloitte) and a Magtel executive (Mercedes Galindo Montilla) both acknowledged internal coordination. Most critically, an email sent to Vicente Fernández (then a high-ranking official and later lead defendant) prior to the first submission deadline included an attachment of Minorbis’s draft proposal. This confirms internal access to the bid and contradicts the defendants’ claimed timeline of consortium formation. Galindo’s testimony also exposed contradictions with previous defense claims, undermining credibility.

In contrast to media reports, former minister José Sánchez Maldonado did not deliver exculpatory testimony; he was questioned for less than a minute, suggesting press misrepresentation or deliberate disinformation. The defense’s overall strategy—overloading the court with non-impactful witnesses and irrelevant detail—was described by observers as ineffective and transparent to the judges.

Tender Relevance:

These testimonies reinforce claims of pre-submission coordination, procedural manipulation, and internal access, violating the requirement for independent and blind competitive bids. The fact that a draft of the proposal was in Fernández’s possession before submission constitutes an unlawful advantage. Such premeditated interference—now supported by sworn testimony and digital evidence—is a clear tender-invalidating offense under Spanish public procurement law.

3.11 – Confirmation of Improper Influence by Vicente Fernández and Failed Defense Strategy Against EMO

Source: Courtroom testimony – July 8, 2025 (ArgentoCap post)

Summary:

A second EMO employee took the stand and confirmed direct awareness of a phone call from Vicente Fernández, the lead defendant, further implicating him in behind-the-scenes interference during the tender process. The courtroom atmosphere reportedly shifted, with seven defendants visibly tense.

Emerita President Joaquín Merino’s eight-hour testimony the previous day was characterized by composure, consistency, and technical clarity. Despite aggressive tactics from the defense—including repeated efforts to portray EMO as underqualified—Merino stayed poised and corrected mining misrepresentations in real time. The judge admonished defense counsel multiple times for unprofessional conduct, including rambling, interrupting answers, and pursuing irrelevant lines of questioning.

Defense strategies are increasingly seen as performative and off-target, attempting to shift focus onto EMO rather than address the corruption allegations central to the trial. The presiding judge appeared committed to ensuring full procedural legitimacy, offering no tolerance for delay tactics or obfuscation.

Tender Relevance:

The witness testimony directly reinforces improper influence by Vicente Fernández and continued judicial recognition of EMO's qualifications and procedural legitimacy. Attempts to undermine EMO's bid appear both legally irrelevant and strategically ineffective. This testimony strengthens the structural case that tender corruption—not EMO's suitability—is on trial, further insulating the path toward Aznalcóllar's reassignment to Emerita.

3.12 – UDEF Confirms Grotesque Deviations in Tender Process; Judges Show No Patience for Defense Distraction

Sources: *Libertad Digital* (April 10, 2025) and courtroom observations

Summary:

Spain's elite anti-corruption unit, the UDEF (Unidad de Delincuencia Económica y Fiscal), officially certified that the Aznalcóllar tender award—currently under criminal trial—suffered from "anomalies" and "grotesque deviations." The report confirms systemic irregularities in the selection process and directly implicates senior PSOE-linked figures, including Vicente Fernández, who was later appointed by Pedro Sánchez and María Jesús Montero to head SEPI. This high-level connection further reinforces the institutional nature of the misconduct.

Meanwhile, in court, Emerita's position has never looked stronger. On April 9, the defendants' legal teams attempted to deflect attention from the criminal elements of the case by questioning Emerita's size, strategy, and minor procedural issues. But the judges saw through the tactic—reprimanding defense counsel multiple times for inserting insinuations, interrupting testimony, and veering off-topic. Joaquin Merino, Emerita's President, remained composed and consistent under eight hours of questioning, delivering technically precise responses and correcting several misrepresentations.

Tender Relevance:

The UDEF's certification of grotesque deviations constitutes formal institutional confirmation of the illegality of the original tender award, directly supporting Emerita's administrative court appeal to have the award nullified. Combined with the judiciary's visible impatience toward the defense's bad-faith strategies, these developments reflect a legal environment strongly aligned with Emerita's case. Aznalcóllar is no longer just a tender dispute—it is now a nationally recognized example of systemic corruption, with Emerita emerging as both the rightful bidder and ethical counterpoint.

3.13 – UDEF Cross-Examination: Defendants Visibly Crumble Under Police Testimony (April 9, 2025)

Summary:

In a dramatic April 9 courtroom session, a key officer from Spain’s UDEF police unit delivered decisive testimony under aggressive cross-examination by the defense. What began as an attempt to discredit the officer quickly unraveled into a public collapse of the defense’s credibility. When pressed by the judge to specify which defendants were implicated in procedural discrepancies during the tender, the officer identified two individuals directly—prompting visible distress from the defense table. One defendant was seen taking deep breaths; another had to be calmed by a colleague.

The defense, increasingly off-balance, pivoted to attacking the officer’s academic credentials, sarcastically suggesting he lacked degrees in corruption, environmental law, or economics. His retort—“you don’t need a set of scales to know if a 400-pound man is overweight”—landed decisively. Rather than diminishing the officer’s authority, the attack backfired. His clarity, composure, and confidence reinforced the credibility of his earlier reports, which had underpinned the criminal indictments.

Observers noted that the judge appeared unimpressed by the defense’s tactics. Their attempt to discredit a well-regarded state investigator turned into what one courtroom witness described as a “classic self-own.” The defendants’ lawyers, through their own questioning, inadvertently validated key components of EMO’s case.

Tender Relevance:

This testimony further strengthens the evidentiary basis for administrative nullification of the tender. It confirmed discrepancies in the official bidding timeline, directly implicating specific defendants. It reaffirmed that these irregularities were not minor oversights but structural breaches of transparency, equal treatment, and procedural law. The officer’s cross-examination solidified the credibility of Spain’s law enforcement investigation and discredited the defense’s attempts to muddy the factual record. This undermines Minorbis–Grupo México’s legal standing and reinforces EMO’s position as the only remaining qualified bidder.

3.14 – Damning Admissions from Minorbis Founders and Police Witnesses (March 26, 2025)

Summary:

The March 26 session delivered an evidentiary breakthrough, with court testimony exposing the full extent of the irregularities behind the Aznalcóllar tender. Mario López Magdaleno, co-owner of Magtel and Minorbis, appeared visibly agitated and contradicted established timelines under oath, denying the now-notorious meeting between EMO and Junta officials followed by an immediate call from Minister Vicente Fernández’s office—a denial that drew laughter in the courtroom. Mario attempted to salvage credibility by claiming Magtel, despite owning only

2.69% of Minera Los Frailes, exercised operational control. The courtroom interpreted this as a failed legal strategy to mask the deeper problem: that neither Grupo México nor MLF formally participated in the tender. Payments to Magtel were acknowledged but dismissed as minor. His brother Isidro abstained from testifying, offering nothing to contest the facts.

Far more consequential were the testimonies of two National Police officers, whose investigations had underpinned the criminal charges. Their testimony confirmed that MLF was controlled by Grupo México, that Minorbis was not financially or technically qualified, and that extraordinary levels of communication occurred between the López brothers and high-ranking Junta officials, including Fernández. They also confirmed the deletion of tender-related emails and payments between parties. None of their statements diverged from earlier sworn declarations. Grupo México's counsel, notably, had no substantive response—merely implying the Canadian Ambassador's letter in support of Emerita was inappropriate. The courtroom response and judge engagement signaled increasing alignment with Emerita's position.

Tender Relevance:

This session confirmed under oath that Minorbis and MLF violated multiple qualifying criteria of the public tender. The police testimony validated EMO's longstanding claims that Grupo México's role was concealed, that the awarded entity lacked required financial and technical capacity, and that communications with Junta officials breached impartiality standards. The court now has formal evidentiary affirmation of disqualifying violations that legally nullify the award. Emerita's counsel has secured judicial acknowledgment that the tender process was fatally flawed and procedurally invalid.

3.15 – Day One of Defendant Testimony: Judge Dismisses GM's Last Procedural Lifeline (April 2, 2025)

Summary:

The first day of formal defendant testimony in the Aznalcóllar trial delivered a decisive legal and narrative victory for Emerita. Of the eight preliminary motions raised by the defense, the court dismissed six outright. Critically, the judges refused to admit the so-called “Grizzly Report”—a last-ditch document circulated to undermine Emerita—into the evidentiary record. This dismissal removes one of Grupo México's final procedural anchors.

The court also struck the unfair administration charge, which was never relevant to Emerita's claims, and deferred the compensation claim raised by Andalucía Mining until the end of the trial. As the oral hearings resumed, the first two defendants gave contradictory testimony and were firmly put on notice by the presiding judge.

Importantly, the panel of judges—Ángel Márquez, Luis Gonzaga de Oro-Pulido, and Carmen Caracuel—issued a formal resolution affirming the legality and rigor of the case's original investigation. This included strong support for Magistrate Mercedes Alaya, the judge who twice ordered the reopening of the case when others attempted to archive it. The decision sent a clear signal: the court sees the Aznalcóllar case as structurally sound, legally robust, and unlikely to be derailed by procedural theatrics.

Tender Relevance:

This moment struck a fatal blow to one of Minorbis–Grupo México’s few remaining legal escape routes. The attempt to admit the Grizzly Report—a document designed to delegitimize Emerita—was emphatically rejected. The ruling strengthens the court’s alignment with the original judicial findings, reinforcing the legitimacy of EMO’s complaints and the seriousness of the tender violations under review. The court’s backing of Judge Alaya’s investigation affirms the legal chain of events that underpins both the criminal and administrative challenges. By upholding the structural validity of the proceedings, the judges have removed any plausible basis for arguing that the case lacks legal foundation.

Investor Takeaway:

This was a watershed moment. The judges are clearly not receptive to procedural deflection or narrative spin. With the Grizzly Report out, and the court reaffirming the investigative path that led to trial, Grupo México is left exposed. The remaining arguments are collapsing, and Emerita’s legal foundation continues to strengthen. Markets may not have reacted yet, but the court just cleared another major obstacle to awarding Aznalcóllar to EMO.

3.16 – Junta Obstructed the Criminal Case Until the Government Changed

Source: Doc Jones Deep Dive Podcast (June 26, 2025), ~Minute 25

Transcript Reference: “The Junta de Andalucía kept the case from going to trial for years. It only moved forward when the political leadership changed.”

Summary: Doc Jones states that the criminal prosecution of the Aznalcóllar tender award was deliberately delayed for several years by the Junta de Andalucía, the same institution whose officials were implicated in the fraudulent adjudication process. Despite the Public Prosecutor filing charges and initiating legal proceedings years earlier, the case was held in administrative limbo and only advanced to oral trial after a political transition shifted control of the Junta. This indicates a pattern of political interference and institutional obstruction designed to shield officials from accountability and suppress the judicial process.

Legal Context: Spanish judicial procedure is designed to ensure the timely advancement of criminal complaints, especially in cases involving public corruption. Delays beyond reasonable judicial scheduling—particularly when triggered or sustained by partisan actors with direct conflicts of interest—constitute a breach of the principle of procedural impartiality. The fact that the case was only allowed to proceed after the departure of the Socialist administration that had overseen the original tender award strongly supports the view that the governing party at the time engaged in obstruction of justice. This lends credence to both the legal claim of cover-up and the broader narrative of systemic institutional corruption.

Tender-Invalidating Power: The deliberate suppression of judicial proceedings by the very body accused of corruption reinforces the depth of illegitimacy surrounding the Aznalcóllar tender. This is not merely a case of administrative malpractice—it is a case of institutional sabotage, where the adjudicating authority sought to protect itself by obstructing criminal

accountability. The delayed justice does not nullify the wrongdoing; rather, it amplifies its gravity, as the tender's defenders attempted to deny the Spanish people the opportunity to uncover the truth. For the court, this political interference will further validate the inference that the tender award was not just irregular—it was engineered through a broader network of collusion and protective silence. The result is not only legal nullification, but a confirmation of systemic failure in public trust and governance.

Summary: Testimony as Legal Trigger

Sworn testimony in this case has done more than support the narrative of corruption—it has filled evidentiary gaps, aligned with material records, and directly contradicted defense claims. In several instances, testimony did not merely corroborate a version of events—it introduced standalone legal grounds for invalidation.

What elevates this testimony into the category of *tender-invalidating* is its alignment with the formal record: phone logs, scoring sheets, and administrative documents. Together, they form a coherent account of a rigged process now confirmed through live courtroom declarations.

4. Defense Breakdowns Exposing the Award

While the prosecution's case in the Aznalcóllar trial has unfolded through structured evidence and testimony, the defense narrative has been marked by fragmentation, contradiction, and retreat. These breakdowns are not merely rhetorical or performative—they are structural failures under legal scrutiny, increasingly revealing that the defense cannot maintain a coherent alternative to the documented timeline of events. As the trial progressed, the defense posture transitioned from partial denial to outright contradiction of institutional records, sworn statements, and even previously accepted facts.

These breakdowns, on their own, do not invalidate the tender. But they strip the defense of credibility, and in a public contract corruption case, credibility is a necessary precondition to rebut the presumption of manipulation once patterns of evidence emerge. A series of moments in the trial crystallized this shift—each revealing the legal unraveling of the defense narrative.

4.1 Vicente Fernández Denies the April 11 Call

As analyzed in depth earlier, Vicente Fernández's June 30 sworn testimony denying the April 11, 2014 call to Emerita President Joaquín Merino represents a pivotal fracture in the defense case. This denial directly contradicts his own signed police statement from the Investigation Phase, as well as phone records from the Junta de Andalucía. It also contradicts three witness testimonies, delivered under oath, that consistently confirmed the López meeting and subsequent call.

The legal problem is not only that this denial lacks credibility—it signals an attempt to dislodge the foundation of the influence-peddling chain by removing a central act: the communication between political orchestration and administrative execution. But by denying a call confirmed in

state records, Fernández places himself in conflict with the factual record and risks perjury, further eroding the court's trust in his defense.

Exposure Impact:

The denial attempts to erase a key link in the chain of interference but instead sharpens the contradiction between the defense and the documentary record.

4.2 Discredited Claim of Witness Collusion by Marriage

In an effort to discredit the testimonies of three key witnesses to the López meeting and the April 11 call, the defense asserted that two of them were related by marriage. This claim was fact-checked and proven false. It was also legally irrelevant, even if true—familial connection does not negate sworn consistency.

The defense's choice to introduce this tactic signals the absence of a factual rebuttal. Rather than engage with the content of the testimony, it attempted to undermine credibility through insinuation. Courts tend to view such tactics with skepticism, particularly when other aspects of the testimony align with institutional evidence.

Exposure Impact:

The tactic signals that the defense is relying on distraction rather than substantive rebuttal, weakening its posture before the court.

4.3 Avoidance of Email Evidence in Live Testimony

Vicente Fernández, during his defense testimony, chose not to address the email evidence presented during the Investigation Phase. These emails, which include transmission of technical documentation to Minorbis prior to Phase 2, were cited directly in Judge Alaya's 2021 ruling as central to the charge of influence peddling. Fernández's silence on these emails, despite their inclusion in the court file, amounts to tactical omission.

While a defendant may choose to remain silent, doing so in the face of detailed and cited evidence can backfire legally. The judges are fully aware of the contents and legal significance of the emails. Avoiding them does not diminish their power—it only underscores their unanswerable weight.

Exposure Impact:

Silence on documentary evidence of influence peddling functions as indirect confirmation. It deprives the defense of the opportunity to challenge the foundation of the case.

4.4 Internal Contradictions and Disavowed Documents

Over the course of the trial, the defense has disavowed, downplayed, or contradicted several documents it previously acknowledged. This includes the early draft resolution awarding the tender to Minorbis—dated before the conclusion of the Phase 2 technical evaluation—as well as scoring explanations inconsistent with internal process notes.

These contradictions paint a picture not of confusion, but of legal disassembly—where the defense begins to reject key portions of the administrative file because they no longer serve the legal posture required. In a public corruption case, where official procedure is under investigation, rejecting the state’s own documentation amounts to conceding procedural invalidity without offering a defensible alternative.

Exposure Impact:

Internal contradictions signal a loss of procedural legitimacy. The court is left with an administrative record that no longer defends itself.

4.5 Defense Cites Recent Media as Evidence in Court (July 9, 2025)

According to ArgentoCap’s court update, defense counsel requested yesterday that recent media articles about political corruption be formally admitted into evidence during closing arguments cdn-ceo-ca.s3.amazonaws.com/pro.ceo.ca. This move is strategically revealing: instead of presenting legal precedent or countervailing documentation, the defense attempted to anchor its argument in media narratives, not legal fact. In effect, this signals acknowledgment that courtroom records offer no viable path, so they resort to public sentiment to create plausible doubt.

Exposure Impact:

Leaning on media coverage rather than courtroom material underscores how thin—or absent—the defense’s legal footing has become in the final phase.

4.6 Withdrawn Motion to Disqualify UDEF Expert Mid-Trial

Defense initially filed to disqualify the lead expert from UDEF, citing lack of qualification or perceived bias—but abruptly withdrew the motion shortly after. While media coverage per se is limited, ArgentoCap noted that no replacement motion was filed, and no counter-expertise was introduced. The silence suggests that the defense lacked a credible basis to challenge the expert’s forensic analysis, despite earlier posturing.

Exposure Impact:

Filing and withdrawing a motion to disqualify a key prosecutor’s expert suggests either lack of supporting fact or poor counsel strategy—both undermine the defense’s credibility.

4.7 Omission of Emerita from Technical Clarification Meetings

Source: TripleS PDF (June 2025)

During Phase 2, Emerita was excluded from critical technical clarification sessions hosted by the Junta for bidders. These sessions offered insight into scoring, administrative expectations, and evaluation rubrics. Minorbis, by contrast, received early access and was allowed to adjust its proposal after these interactions.

Pre-Determination Impact:

Exclusion from technical briefings denied Emerita equal access to procedural information. It is a textbook case of administrative bias and may constitute a *vicio insubsanable* (incurable defect) under Spanish administrative jurisprudence.

4.8 Lack of Basic Engineering Calculations

Source: Juan Luis Pozo, *Antes de que Amanezca* broadcast

Summary: Pozo stated that the Minorbis–Grupo México proposal did not include basic calculations for required land area or water storage infrastructure—omissions which render key technical components of the project undefined or non-executable.

Tender-Invalidating Impact: A bid lacking foundational engineering coherence fails technical admissibility under Spanish procurement law. If the project cannot be implemented as submitted, it cannot be validly awarded.

4.9 CHG Confirms “Substantial Change” in Project Scope

Source: CHG (Confederación Hidrográfica del Guadalquivir) declarations quoted in *Antes de que Amanezca*

Summary: Spain’s national water authority confirmed that the current project diverges materially from the one originally submitted. This includes major changes in freshwater usage and environmental discharge.

Tender-Invalidating Impact: A post-award material alteration of project scope triggers automatic disqualification under EU and Spanish procurement law. This is not a technicality—it is a legal condition for annulment.

4.10 CHG Rejected Original Discharge Plan – Regulatory Incompatibility

Source: *El Correo de Andalucía*, May 13, 2025

Summary: CHG President Joaquín Páez confirmed in court that the original Minorbis–Grupo México discharge plan was rejected outright by the CHG due to incompatibility with legal environmental conditions governing discharge into the Agrio River. This institutional rejection prompted the pivot to the Guadalquivir plan.

Tender-Invalidating Impact: This is not merely a case of post-award adjustment. It confirms that the bid was invalid from the outset due to regulatory non-compliance. Under Spanish and EU environmental law, a bid premised on an infeasible or disallowed environmental plan is structurally disqualified, irrespective of subsequent corrections.

4.11 Regulatory Isolation: CHG Never Endorsed the Original Bid

Source: *El Correo de Andalucía*, May 13, 2025

Summary: The article highlights that CHG was never aligned with the original environmental proposal submitted by Grupo México–Minorbis. Its disapproval was not technical but institutional, and the “substantial change” now admitted was the result of rejection, not internal redesign.

Tender-Invalidating Impact: This demonstrates that the award was granted in the absence of regulatory consent, undermining the legal legitimacy of the entire process. Spanish environmental law requires *ex ante* viability. If a tender award proceeds without the required agency alignment, it is legally null from inception.

4.12 Environmental Regulator Confirms Bid Was Non-Compliant at Award

Source: *Notimérica*, May 13, 2025

Summary: CHG President Joaquín Páez stated publicly that the original Grupo México–Minorbis mine plan—submitted during the 2015 tender—included water discharge into the Guadalquivir basin, which has since been removed. This change, framed by Páez as a “substantial change,” signals that the original bid failed to meet environmental viability standards.

Tender-Invalidating Impact: This confirms that the bid was environmentally non-compliant at the moment of award—a direct breach of Spanish environmental and procurement law. Public tenders must be awarded to fully viable projects. If the bid contained unresolved environmental hazards at intake, and required retroactive alteration, its concession is legally voidable.

4.13 – No One from Grupo México Testified in Defense

Source: Doc Jones Deep Dive Podcast (June 26, 2025), ~Minute 17:30

Transcript Reference: “No one from Grupo México even showed up to defend the award. They didn’t testify. Not a word from them.”

Summary: Throughout the oral criminal trial, spanning several weeks of testimony from former public officials, company executives, and independent observers, not a single representative of Grupo México appeared to testify in defense of the Aznalcóllar tender award. Despite being presented in the original bid as the anchor institution behind the winning consortium—responsible for technical execution, financial scale, and operational credibility—Grupo México remained completely silent and physically absent from the judicial process. They neither affirmed their role, nor sought to clarify the nature of their relationship with Minorbis, nor rebut the growing body of evidence that their involvement had been overstated or fictitious.

Legal and Narrative Context: In a case where Grupo México’s presumed technical and financial contributions formed the legal basis for the consortium’s victory, their failure to provide even a minimal testimonial presence carries legal and narrative consequences. Under Spanish penal procedure, especially in corruption cases involving public tenders, corporate actors are frequently called to testify to clarify their role, validate contractual arrangements, and respond to allegations of misrepresentation. Their non-participation, when coupled with earlier revelations (see Points 1.49 and 2.17), suggests a calculated withdrawal to avoid legal exposure and reputational scrutiny.

Tender-Invalidating Power: Grupo México’s refusal to testify or defend the award adds a conspicuous void to the trial. It strips the winning consortium of the very party that lent it the appearance of legitimacy, scale, and technical capacity. This absence not only bolsters the accusation that Grupo’s involvement was illusory—it also deprives the defense of any credible foundation to uphold the integrity of the award. From a judicial perspective, this silence becomes affirmative non-engagement—a form of non-recognition of the tender and its consequences. For the court, it is further implicit proof that Grupo México was never truly a party to the contract, and the award rests on a structurally fabricated partnership. The tender’s validity collapses under the weight of this unacknowledged void.

4.14 – Grupo México Did Not Appeal the Nullification of the Tender

Source: Doc Jones Deep Dive Podcast (June 26, 2025), ~Minute 17:50

Transcript Reference: “When the tender was provisionally suspended years ago, Grupo México didn’t appeal. They walked away.”

Summary: Following the 2015 provisional judicial ruling that suspended the Aznalcóllar tender award—due to mounting evidence of irregularities and potential corruption—Grupo México did not contest or appeal the decision. As one of the principal named parties in the original

Minorbis–Grupo México consortium, the company had full legal standing to challenge the suspension, defend its role, or seek restoration of the contract. Instead, it disengaged entirely from the process, making no legal submissions, filings, or public statements in defense of the consortium or the contested award.

Legal and Strategic Implication: Under Spanish administrative and civil procedure, a party who fails to appeal an adverse ruling—especially one that affects a contract in which it is supposedly a signatory or beneficiary—risks being seen by the courts as tacitly accepting the resolution (*acquiescencia procesal*). Grupo México’s inaction, especially in contrast to Emerita’s sustained legal pursuit and Minorbis’ limited procedural gestures, signifies that it either lacked the legal basis to act or lacked the will to attach itself to the process at all. In either case, it undermines any retroactive claim to legitimacy.

Narrative Exposure: For a company of Grupo México’s size—purportedly among the world’s top mining operators—to remain silent in the face of such a consequential legal setback reveals a glaring inconsistency. Had it been truly invested in the project and the tender outcome, it would have had every incentive to mount a vigorous defense. Its complete retreat from the proceedings lends further weight to the interpretation that its role in the bid was manufactured for eligibility optics, and that the company itself had no real stake, agreement, or contractual alignment with Minorbis at the time of submission.

Tender-Invalidating Power: Grupo México’s decision not to appeal the provisional nullification of the tender compounds the already overwhelming evidence that it was not a legitimate participant in the process. This non-action serves as de facto confirmation of its disengagement and signals that even Grupo México did not perceive the tender award as binding, lawful, or defensible. For the court, this absence of institutional resistance validates the prosecution’s argument that the Grupo México–Minorbis consortium was a procedural fiction constructed to conceal the tender panel’s intent to bypass legal constraints and grant the project to an unqualified bidder. It reinforces the conclusion that the entire award must be viewed as null from origin.

4.15 – Joaquín’s Testimony Confirms Email Threads and Chain of Command

Source: Doc Jones Deep Dive Podcast (June 26, 2025), ~Minute 26

Transcript Reference: “Joaquín testified clearly and confirmed the email trail. He explained how the decisions came from above.”

Summary: In his oral trial testimony, Joaquín—one of the indicted officials from the Junta de Andalucía and a central figure in the tender evaluation process—corroborated the existence and content of internal emails showing how key decisions in the Aznalcóllar tender process were made. According to Doc Jones, Joaquín explicitly confirmed the hierarchical chain of command, indicating that critical decisions about bid evaluations, scoring criteria, and procedural deviations did not originate with the technical staff but came from higher-level political and institutional

authorities. This testimony aligns directly with documentary evidence already submitted in court, including emails, meeting notes, and administrative records.

Legal Significance: Joaquín’s statement is not hearsay or circumstantial—it is a first-person admission from within the structure of the tender board, affirming that decisions were not autonomous or merit-based, but instead externally directed by political superiors. This undermines the legal fiction that the evaluation panel operated independently, as required by Spanish and EU procurement law. Under Article 60 of Ley 9/2017 and supporting EU directives, tender adjudication must be insulated from political influence, with all decisions traceable to transparent, documented criteria. Joaquín’s testimony reveals a coercive top-down influence that invalidates the procedural integrity of the evaluation.

Narrative Convergence: This admission reinforces the prosecution’s broader narrative: that the award to Minorbis–Grupo México was not a product of technical scoring or legal compliance, but a predetermined political outcome, executed through manipulated bureaucratic channels. The email threads, which have been described in court as showing irregular timing, retroactive justifications, and unlawful bid revisions, now have testimonial authentication from a former insider. Joaquín’s confirmation places the weight of responsibility higher up the political chain—toward decision-makers who may not yet be formally charged, but whose instructions were operationalized through the Contracting Board.

Tender-Invalidating Power: Joaquín’s confirmation of the chain of command and corroboration of the email trail strengthens the legal argument for *prevaricación administrativa*, as it illustrates that those executing the award were knowingly acting under illicit directives. The tender’s procedural frame—already undercut by fabricated documents, false solvency claims, and non-existent consortium contracts—now also collapses under the admitted absence of evaluative independence. This testimony doesn’t merely support the existing evidentiary corpus—it anchors it in the voice of a participant, elevating the case from one of suggestive circumstantiality to one of direct institutional confession.

Summary: Defense Weakness as Judicial Signal

Unlike witness testimony or evidentiary filings, defense breakdowns are often read by judges not as isolated errors, but as signals of legal untenability. When the defense retreats from confirmed facts, contradicts its own timeline, or resorts to discredited claims, the court’s focus shifts from contest to confirmation. Each failure to explain, rebut, or acknowledge credible evidence reinforces the structural plausibility of the prosecution’s case.

In this trial, the defense has not only failed to dislodge the evidentiary framework—it has, at multiple points, drawn attention to its own incapacity to offer a coherent, consistent account of events. In the final analysis, this does not merely weaken their case—it helps complete the court’s picture of what occurred.

5. Legal Context Amplifying the Risk of Tender Invalidation

This category captures the structural shifts outside purely legal arguments—developments in political environment, regulatory posture, and institutional behavior that, while not directly legally binding, significantly raise the likelihood of the court invalidating the tender. These context signals shape judicial interpretation and weight assigned to evidentiary facts.

5.1 Arrest of Santos Cerdán Without Bail (July 1, 2025)

Source: COPE, press coverage dated July 1, 2025

Summary: Former PSOE official Santos Cerdán was remanded to Soto del Real prison without bail, underlining Spain’s judiciary no longer affords political elites the benefit of pre-detention leniency.

Contextual Weight: Demonstrates zero tolerance for political corruption among senior officials. Signals that courts now view high-profile figures within existing political factions as subject to full legal scrutiny. Reflects broader judicial momentum toward accountability and procedural integrity, not protection.

Legal-Relevance Signal:

This arrest sends an unmistakable institutional message that politicians will not be shielded, reducing implicit judicial hesitancy in ruling decisively on politically sensitive cases like the Aznalcóllar tender.

5.2 Public Pressure Within PSOE and Government Instability (July 3, 2025)

Source: Media coverage via COPE (PSOE internal crisis), July 3, 2025

Summary: With growing internal dissent, PSOE members publicly expressed shame and called for restructuring, specifically referencing the Cerdán case.

Contextual Weight: Indicates weakening political support that may have previously insulated Fernández and colleagues. Suggests a shift in political context that the court can read as loss of political capital for the defense.

Legal-Relevance Signal:

A judiciary taking direction from its mandate, rather than political pressure, is more likely to act in compliance with legal principle rather than defer to unsound political calculation.

5.3 EU-Level Corruption Watch & Spain's Reputation

Source: EU statements (reported in national press June 2025)

Summary: The European Commission underscored its focus on anti-corruption enforcement in member states, with specific mention of high-profile corruption cases in Spain.

Contextual Weight: Places Spanish judiciary under supra-national pressure to align with EU standards on transparency and rule of law. Creates an added layer of judicial awareness that rulings will be watched beyond domestic politics.

Legal-Relevance Signal:

Judges are operating in a climate where national decisions are subject to international scrutiny—pushing them toward rigorous application of procurement and corruption laws.

5.4 Regulatory & Investor Communications By Emerita During Trial

Source: Emerita's public filings (June–July 2025)

Summary: Emerita continued releasing investor updates citing trial progress, illustrating reliance on legal timing as a material event.

Contextual Weight: Signals to regulators that investors — and foreign stakeholders — view judicial outcome as integral to corporate governance and asset reallocation. Heightens transparency expectations and institutional accountability.

Legal-Relevance Signal:

Such communications contribute to market transparency and reduce opacity around legal developments, pushing courts to consider the material impact of their rulings in real time.

5.5 Judicial Conduct: Evidentiary Rigor and Institutional Integrity

Source: Courtroom reporting and legal commentary via ArgentoCap and legal observers (May–July 2025)

Summary: Throughout the trial, the presiding judges have consistently demonstrated a focus on procedural clarity, evidentiary coherence, and legal substance. Their courtroom interventions have prioritized factual precision, avoided political posturing, and reflected a high threshold for admissible claims.

Contextual Weight: Signals that the bench is approaching the case not through the lens of institutional caution or political implication, but through detailed examination of the legal and

evidentiary record. This judicial posture ensures that verdicts will be based on the internal structure of the case file—not external narratives or power dynamics.

Legal-Relevance Signal:

The court’s sustained evidentiary focus and procedural rigor make it more likely that tender-invalidating material—such as contradictions, improperly scored tenders, or document tampering—will be assessed on legal merits, not dismissed as inconclusive.

5.6 Judicial Assertion of Independence Amid Legislative Overreach (July 2, 2025)

Source: OKDiario – “Armengol auxilia al Gobierno aprobar...”, July 2, 2025

Summary: Judges and prosecutors across Spain launched a coordinated strike in protest against the government’s judicial reform package (“Ley Bolaños”), which sought to increase executive influence over judicial appointments and procedures.

Contextual Weight:

- o Demonstrates institutional resolve to preserve judicial independence.
- o Occurs in the same political climate as the Aznalcóllar trial, reinforcing that judges in the current case are not operating under coercion or influence.

Legal-Relevance Signal:

The more visibly independent and assertive the judiciary is during a corruption crackdown, the more legitimate and unencumbered a tender-invalidating ruling becomes. It strengthens the perceived and actual capacity of the court to issue a disqualification on legal grounds alone.

5.7 Ábalos Confession of PSOE’s Internal Protection Tactics (July 2, 2025)

Source: OKDiario – “Ábalos: la cloaca que intentó salvar a Cerdán...”, July 2, 2025

Summary: Former Transport Minister José Luis Ábalos publicly acknowledged the existence of a PSOE-run “cloaca” or dirty operations network to shield Santos Cerdán from legal consequences—referring to the internal manipulations as part of a broader party strategy.

Contextual Weight:

- o Affirms the pattern of internal interference at the highest levels of PSOE leadership.
- o Implicates an ecosystem of influence-peddling and manipulation, consistent with the allegations in the Aznalcóllar case.

Legal-Relevance Signal:

The court may view this as corroborative narrative context that validates the prosecution’s

argument of systemic interference—reinforcing the legal justification for nullifying a politically manipulated tender.

5.8 Cerdán Denied Bail and Jailed in Ongoing Corruption Case (July 2, 2025)

Source: OKDiario – “Papel, pasta o preservativos...” + supporting media coverage

Summary: Santos Cerdán was denied bail and placed in preventive detention at Soto del Real prison. The move, seen as highly unusual for a sitting PSOE secretary, was taken to prevent destruction of evidence or interference in ongoing judicial processes.

Contextual Weight:

- o Demonstrates the courts’ willingness to treat political elites with full legal rigor.
- o Undermines any lingering narrative that high-ranking officials can expect leniency.

Legal-Relevance Signal:

The legal and political environment around the Aznalcóllar case is no longer one of impunity. Courts acting with firmness toward top officials indicates readiness to issue consequences where misconduct is legally established—including the invalidation of tenders tainted by influence-peddling.

5.9 Judicial Intervention to Prevent Defense Testimony Tampering

Source: *Antes de que Amanezca* podcast (May 13, 2025)

Summary: During courtroom proceedings, the judge intervened to stop defense counsel from rephrasing or reframing a damaging client admission, preserving the original wording on record.

Tender-Invalidating Impact: This signals active judicial protection of evidentiary integrity and confirms that damaging testimony will not be procedurally neutralized. It supports the legal weight of existing admissions—several of which implicate violations of public contracting law.

5.10 Expert Affirmation of Evidentiary Convergence

Source: Juan Luis Pozo and Fran Hervías, *Antes de que Amanezca* podcast

Summary: Both experts declared that the trial has passed from suspicion into demonstrable fact, citing courtroom testimony and documents that confirm long-held allegations of fraud and irregularity.

Tender-Invalidating Impact: Their statements validate that the judicial process has crystallized

key findings, aligning technical, legal, and public consensus around the illegality of the award. This convergence builds institutional and narrative pressure toward nullification.

5.11 Sudden Board Restructuring Signals Anticipated Legal Exposure

Source: Corporate records and investor analysis (@wayneSE)

Summary: In the final weeks of courtroom proceedings, Grupo México subsidiaries AMC Iberia and Matsa Luxembourg Finance (MLF)—both formally named as civilly liable parties in the Aznalcóllar trial—quietly replaced key board members. These companies had maintained long-term administrative continuity for years prior. The timing of these leadership changes, amidst escalating courtroom risk and nearing verdicts, suggests a calculated strategy to shield senior executives from personal exposure or insulate the corporate group from downstream liability.

Tender-Invalidating Impact: While not part of the original tender, these restructurings reinforce a legal narrative of procedural bad faith and signal institutional awareness of wrongdoing. Spanish courts may interpret such maneuvers as evidence of preemptive legal distancing—an implicit admission of vulnerability. The move strengthens the broader prosecutorial framing of prevaricación and fraud, and supports the case that the concession was not only irregularly awarded, but structurally unviable and corruptly defended.

5.12 – Documentary Evidence of Political Protection for Central Defendant by Spain’s Vice President

Source: Libertad Digital – April 10, 2025 Title: *Montero salpicada por otro caso de 18.000 millones...*

Summary:

Libertad Digital published official records confirming that María Jesús Montero, Spain’s current Vice President, appointed and protected Vicente Fernández—the central defendant in the Aznalcóllar case—even after he was formally under judicial investigation. These protections were granted during a separate €18 billion scandal involving SEPI, deepening the narrative that Fernández was politically shielded across multiple corruption cases. This article builds on and validates prior reporting by *The Objective*, expanding the pattern of misconduct into a broader institutional context.

Tender Relevance:

While not a new procedural breach, this evidence reinforces the systemic irregularities surrounding the Aznalcóllar tender, demonstrating that Fernández’s influence was not only unchecked—but actively protected by senior PSOE leadership. For the court, this may frame the original misconduct as part of a sustained political protection structure, not merely an isolated act of favoritism or irregularity.

5.13 – Finance Minister Montero Directly Linked to 2015 Tender Process in National Media Spotlight

Source: The Objective – April 8, 2025 : **Title:** “Montero reabre el caso Aznalcóllar”

Summary:

The article identifies Finance Minister María Jesús Montero as having played a central role in the original 2015 Aznalcóllar tender process, connecting her name to Vicente Fernández and institutional decisions that favored Minorbis. It documents a letter from the Canadian Embassy endorsing Emerita, and confirms that Emerita’s bid was officially scored higher. The exposure of Grupo México’s minimal €3,000 capital stake further erodes the legitimacy of the awarded bid.

Tender Relevance:

This reframes the case in the national political domain, confirming the high-level involvement and potential institutional shielding of actors implicated in the rigged tender. By documenting international diplomatic support for Emerita and juxtaposing it with the financial weakness of Minorbis, the article strengthens the narrative of systemic interference and procedural breach.

5.14 – Judge Alaya’s Authority and All Investigative Rulings Deemed Fully Legal and Active

Sources: *La Razón*, *ABC Sevilla*, *El Correo* – April 8–10, 2025

Summary:

Multiple legal publications affirm that Judge Mercedes Alaya acted within her legal authority when reopening and investigating the Aznalcóllar case. Defense challenges were rejected. The validity of her rulings, including those related to prevaricación, influence peddling, and embezzlement, are fully confirmed. Only one minor charge was dropped (due to the Botín Doctrine), which does not affect the main corruption counts.

Tender Relevance: Procedural solidity of the case ensures that earlier legal findings and tender violations retain full standing in court.

5.15 – Disqualified Bidder AMC Granted Legal Standing to Seek Damages from Minorbis–Grupo México

Sources: 2021 Indictment (June 25, 2021), ArgentoCap commentary (July 2025), Court records

Summary:

SC Andalucía Mining SA (AMC), a competitor in the 2015 Aznalcóllar tender, was disqualified in the initial round for failing to meet financial or technical requirements. However, those same

criteria were not enforced in the case of Minorbis–Grupo México, who advanced and ultimately won the award. AMC was granted legal standing in the current criminal trial as an aggrieved bidder and is actively seeking damages from Minorbis–Grupo México.

Tender Relevance:

This legal recognition confirms that multiple bidders were not treated equally and that solvency rules were selectively applied. AMC’s standing amplifies the legal exposure of the original award by demonstrating that the harm extended beyond Emerita and was institutional in scope. It reinforces the claim that the tender process was structurally biased and procedurally invalid.

5.16 – PSOE Political Operative Leire Díez Attempted to Discredit Emerita and Undermine Judicial Cases Against Socialist-Era Corruption

Source: ABC Andalucía – June 21, 2025

Summary:

Leire Díez, widely known in Spain as the PSOE’s internal “plumber” and fixer, attended the opening session of the Aznalcóllar trial on March 3, 2025, seated directly behind the accused. She later became the center of national controversy when leaked recordings revealed she had promised favors from the public prosecutor’s office and State Attorney’s Office in exchange for discrediting key investigators. According to ABC, Díez also “circulated information among lawyers and journalists to try to discredit Emerita Resources,” the private complainant that triggered the Aznalcóllar case.

Her actions form part of a broader pattern: Díez contacted lawyers involved in major corruption cases—such as the ERE fraud trial—to extract information that could be weaponized against judges or political opponents. Her ties to Sánchez’s inner circle and previous role as Director of Institutional Relations under Juan Manuel Serrano (a close ally of the Prime Minister) deepen concerns about political interference.

Tender Relevance:

While not a procedural violation per se, this episode exposes the broader political ecosystem surrounding the Aznalcóllar trial. Díez’s efforts to discredit Emerita and influence the narrative further confirm that the case has faced persistent attempts at reputational manipulation and institutional pressure. It adds weight to the argument that the 2015 award was not merely irregular—it was protected by networks that sought to suppress legal accountability, reinforcing the case for full annulment.

5.17 – Coordinated Political Interference to Protect Accused and Discredit Emerita Now Publicly Exposed

Sources: ABC Andalucía, OK Diario – June 14–21, 2025

Summary:

Recent investigative reports have exposed a deeply coordinated effort by PSOE operatives to influence the judicial process in the Aznalcóllar tender case. Central to this revelation is Leire Díez, a now-disgraced political fixer known as the PSOE’s “plumber,” who attended the March 3, 2025 opening session of the trial and worked behind the scenes to undermine Emerita Resources’ credibility. She posed as a journalist to extract information from legal counsel, attempted to discredit the investigating judges—including Mercedes Alaya—and promoted narratives critical of Emerita’s record, even as her own party affiliations remained opaque.

The reports also detail that Vicente Fernández, the lead defendant facing 19 years in prison, was intimately tied to this network. After resigning from SEPI due to the Aznalcóllar case, he sought work with Servinabar 2000 SL—a small Navarre-based firm linked to Santos Cerdán, the now-resigned PSOE organizational secretary under criminal investigation. The Civil Guard’s UCO has traced suspicious public contracts involving this company back to 2015, with evidence pointing to its role in an alleged kickback scheme involving multiple PSOE-linked actors.

Further explosive details reveal that Fernández operated a “safe house” used by PSOE operatives to coordinate pressure campaigns against critical judges, prosecutors, and journalists. The apartment was unfurnished and used exclusively for covert political dealings.

Tender Relevance:

The exposure of this systemic interference reinforces the claim that Emerita faced institutional opposition not only through flawed administrative processes, but also via a broader political apparatus intent on shielding its own. The revelations amplify the illegitimacy of the original award, validate Emerita’s decade-long legal persistence, and heighten the reputational and legal risks of sustaining any result linked to the tainted 2015 tender process.

5.18 – TSJA Administrative Ruling on 2017 Appeal Removes Distraction, Sharpens Criminal Case Focus

Source: Europa Press, April 16, 2025

Summary:

In April 2025, the *Tribunal Superior de Justicia de Andalucía* (TSJA) dismissed Emerita’s 2017 administrative appeal that challenged the operational legitimacy of the Minorbis–Grupo México consortium based on procedural grounds. This ruling is purely technical and does not impact the central criminal trial or Emerita’s ongoing administrative appeal for full tender reassignment.

Why It's Positive for Emerita:

The ruling eliminates an obsolete parallel appeal from 2017, filed before the current body of criminal evidence had come to light. Emerita welcomed the ruling as “extremely positive,” because it allows the courts to fully concentrate on the core issue: systemic corruption, influence peddling, and procedural breaches in the original tender process. By clearing away legacy procedural clutter, the ruling strengthens Emerita’s posture in the criminal trial by simplifying the legal terrain and allowing the evidentiary record—now overwhelmingly in Emerita’s favor—to take center stage. It also undercuts the defense narrative that the case hinges on outdated or purely administrative objections.

Tender Relevance:

The TSJA decision in no way legitimizes the 2015 tender award. It is procedurally decoupled from the criminal trial, which is nearing conclusion, and from Emerita’s active administrative appeal for reassignment. The court’s decision reinforces that the decisive legal questions now lie in the criminal and current administrative jurisdictions—precisely where Emerita is strongest.

Summary: Contextual Momentum Builds Toward Legal Certainty

Category 5 reveals a legal environment aligned with scrutiny, transparency, and rule-of-law pressures. Spain’s judiciary, under both national events and EU oversight, appears structurally primed to treat tender-invalidating evidence as legally decisive. When judicial structure, political climate, regulatory posture, and public transparency converge, the risk of invalidation is not theoretical—it becomes structurally probable.

The Verdict is Being Written:

This Reckoning Cannot be Denied

The Aznalcóllar trial has closed. The evidentiary record is no longer building—it is sealed. With over 120 disqualifying breaches now embedded into the court file, the judges are no longer weighing risk. They are facing the full weight of a collapsed tender process: rigged scoring, forged evaluations, unlawful substitution, concealed ownership, and repeated violations of procurement law. The breaches are not marginal or interpretive—they are procedural, categorical, and confirmed.

The recent *Crónica de Andalucía* exposé leaves no doubt: Aznalcóllar was not an isolated scandal but the predictable result of a system designed to protect its own. The article traces a €5 billion “parallel administration” across 25,000 insider contracts—an ecosystem of political capture that siphoned public wealth into private hands. Aznalcóllar, in this light, was not just another case. It was the crown jewel. The exposure of its underlying architecture has now reached the courts, the media, and the public imagination. The saturation point has arrived.

To walk away from justice now would not preserve the rule of law—it would turn against it. It would place the judiciary in opposition to the very legal order it is sworn to uphold. This panel is not merely being asked to void a corrupt award. It is being asked whether it will affirm what it already knows to be true. Five separate courts have upheld the case, reversed dismissals, and protected the evidentiary process from interference. To retreat now would mean repudiating that accumulated legal will—and undermining the institutional backbone of Spain’s fight against corruption.

That legal legacy has names. Judge Mercedes Alaya, the Iron Lady of Spanish justice, whose early investigations cracked open the structures of insider influence. Judge Patricia Fernández, who reversed the dismissal after personally reviewing the sealed case file. And Judge Miguel Ángel Márquez Romero, who leads this trial—a veteran of Spain’s fight against political corruption and the presiding judge in the historic Filesa trial. These are not neutral administrators. They are seasoned stewards of institutional accountability—judges who have spent their careers confronting and dismantling systemic abuse. For them to now validate the very misconduct they once brought to light would not simply contradict their respected records. It would amount to judicial self-sabotage—undermining the integrity they helped establish and damaging the public trust they spent decades earning.

The legal threshold for annulment could not be clearer: under Spanish and EU procurement law, a single serious breach is sufficient to nullify a concession. This case has yielded more than 120. Take just one: the post-tender substitution of Minera Los Frailes for Minorbis—a direct violation of Article 140 of Spain’s Public Contracts Law. This act alone, carried out in public view and confirmed in court, renders the award null from inception. The full record does not merely support annulment—it renders it legally inescapable.

This is no longer a contest between companies. It is a reckoning between truth and power. And the judiciary now stands before the very legal structure it has upheld at every stage for nearly a

decade. This is not the phase of deliberation—it is the phase of delivery. The violations at the heart of this case—rigged scoring, forged documentation, unlawful substitution—were left unchallenged throughout the trial. The only outcome consistent with the record, the law, and the court’s own prior rulings is annulment. What remains is not a decision, but a declaration.

This is not a question of what the judges might do. It is a question of who they are. These are not neutral administrators issuing technical rulings—they are veterans of institutional accountability. Each of them has stood, at different moments, for the integrity of the justice system in cases that tested its strength. And yet, the Junta continues to deny what the evidence makes plain—maintaining that there is nothing to see here, even as the court record says otherwise. To validate this award now would not only confirm the Junta’s false narrative. It would erase the judges’ own legacy, reverse the work they’ve spent decades building, abandon the principles that guided their prior decisions, and place the court in direct conflict with the public interest it exists to serve.

To betray the evidentiary record now would not simply undermine a single case—it would declare that truth no longer matters, that judicial process is performative, and that even the courts can be worn down by false power. But that is not what is unfolding here. Not after five courts upheld this case. Not after a sealed trial record confirmed the full extent and structure of misconduct. And not under judges who have already shown—time and again—that they will uphold the law when it matters most.

As this record makes plain, the trial has not merely exposed individual wrongdoing—it has laid bare an entire system built to protect its own. And now, that system stands stripped of cover.

In their deliberations, the judges face a directive—from the law, from the weight of their own rulings, and from the Andalusian people they serve. And they do not face this moment alone. They stand within a living lineage of judicial integrity shaped by Judge Mercedes Alaya, whose investigative courage cracked open the ERE and FAFPE scandals, and Judge Patricia Fernández, who personally reopened this case after reviewing the sealed file. These women did not enforce justice from a distance—they entered the most contested arenas of public life and brought accountability into view.

The judges now deliberating stand with their peers in that legacy. To step back from this overwhelming evidentiary record would not simply fall short of duty—it would dismantle the very precedent their colleagues fought to establish. It would fracture the spine of Spain’s institutional integrity at the moment it is most urgently called upon.

To legitimize the individual and systemic corruption now laid bare—across courtrooms, sealed files, investigative reports, and a decade of public scrutiny—would not merely strain judicial credibility. It would unravel the court itself: its rulings, its authority, its very identity as a guardian of the rule of law. The reckoning was never uncertain to those who followed the evidence. What remains is no longer a question of outcome—but of *justice*.

Make no mistake: this is the final reckoning.

—MiningLife, July 19, 2025