

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into by and between Juan Andres Robinson Franco, formally known as John A. Robinson (“Robinson”) and the Roman Catholic Diocese of Amarillo (“Diocese”) (collectively referred to as the “Parties”), in order to bring the matter in controversy between the Parties to a full and complete settlement.

RECITALS

WHEREAS, Robinson has made certain claims against the Diocese for personal and emotional injuries arising out of alleged incidents of misconduct, including sexual misconduct in the Diocese of Amarillo at Alamo Catholic High School (“the School”);

WHEREAS, the alleged misconduct occurred in approximately 1973 through 1975 while Robinson was a boarding student at the School and,

WHEREAS, the claims arise out of alleged misconduct by James Hutzler and Peter DiBenedetto and perhaps other employees of the School; and

WHEREAS, the Parties desire to terminate and settle any and all claims arising from the allegations;

NOW THEREFORE, Parties agree as follows:

1. Definitions

1.01 As used herein, Robinson shall include:

Juan Andres Robinson Franco, formally known as John A. Robinson, personally and individually, and his heirs, successors, assigns, children, or anyone claiming through him or by virtue of a familial or intimate relationship with him, affiliated business entities, trustees, partners, insurers, guarantors, creditors, employees, agents, attorneys, and other representatives, executors, administrators, personal representatives, heirs-in-law, legatees, and all other persons claiming by or through Robinson (whether directly or derivatively) against the Diocese, as defined herein, on account of the claims referenced in this Agreement.

1.02 As used herein, and as it relates to the persons and/or entities released by Robinson as part of this Agreement, the “Diocese” shall include:

A. The Roman Catholic Diocese of Amarillo, a Texas nonprofit religious organization, and its affiliated entities, successors, predecessors, agents, employees, and attorneys, including but not limited to, the Roman Catholic Church wherever found in whatever incorporated, unincorporated or governmental form it may be organized, its Archdioceses, Dioceses, parishes, schools, including but not limited to the former Alamo Catholic High School, and churches, and all other organizational units or forms, divisions and affiliates, and all directors, officers, employees, agents, guarantors, attorneys, other representatives of the Diocese, their predecessors and successors, assigns, trustees, insurers, Catholic Mutual Relief Society of America (“Catholic Mutual Group”) guarantors, and all directors, officers, employees, agents, attorneys, and other representatives of any of the foregoing;

B. Further, the Diocese includes, but it not limited to each of the parishes of the Diocese, their respective councils, boards, committees, officers, agents, employees, and other organizational units or entities, all of the Diocese’s priests, deacons, and other ministers, its officers, attorneys, employees, Bishop Patrick J. Zurek, and all previous and future Bishops of the Diocese, individually and in their official capacities.

2. **Payment**

In full settlement and satisfaction of all claims released as set forth herein, the Diocese shall pay to Robinson, TWENTY THOUSAND U.S. dollars (\$20,000) (“Settlement Amount”), subject to the terms and conditions of payment set forth below. Payments shall be made within 30 days of the receipt by the attorney for the Diocese of a copy of this Agreement fully executed by Robinson, and Robinson providing the Diocese with his social security number. The Diocese does not make any representations as to tax consequences of the settlement proceeds, and Robinson expressly acknowledges that he will accept all tax consequences arising from the characterization of this payment. However, the parties acknowledge that the Settlement Amount is for personal injury tort damages but does not limit the full release of all claims stated herein.

3. **Release, Representation and Warranties by Robinson**

3.01 In consideration of the settlement payment as set forth in Paragraph 2 above, Robinson complete and unconditionally acquits, releases, and forever discharges the Diocese for any and all actual and potential claims, demands, acts, damages, grievances, liens, costs, attorneys’ fees, rights, fines, penalties, assessments, expenses, causes of action or lawsuits, or liability of any

nature whatsoever, including but not limited to negligence, negligent hiring, negligent employment, negligent assignment, negligent supervision, negligent retention, failure to warn, conspiracy, fraud, fraudulent concealment, concert of action, premises of liability, gross neglect or gross negligence, vicarious liability, tort, or breach of contract, which he has asserted or could have asserted, any other liabilities of any sort and description, direct or indirect, fixed or contingent, known or unknown, suspected or unsuspected, remembered or unremembered and whatever or not liquidated, including, claims based on any type or kind of loss, injury, or liability whatsoever, based upon acts or omissions occurring at any time up to the date of this Agreement, which may have resulted in damages or which may result in future damages or injury set out in, arising out of, caused by, or otherwise related in any way to the Diocese, or Robinson's claim of sexual, emotional, or physical abuse by any employee or representative of the Diocese occurring at any time prior to the date this Agreement is signed by Robinson.

3.02 It is the intention of the Parties that this Agreement be read as broadly as possible such that the Diocese shall have no further obligations or liability of any sort or nature to Robinson, directly or indirectly, except as provided herein.

3.03 Robinson understands and acknowledges that upon his execution of this Agreement he will not be eligible to receive, nor shall he receive any payment or reimbursement by the Diocese for any counseling expenses.

3.04 The Parties agree that the Settlement Amount is being paid as compensation and full satisfaction for any and all claims.

3.05 Robinson agrees that this Agreement releases not only the claims as described herein above which he could make on his own behalf, but also any and all claims which may be made or could be made by any other person or organization on his behalf. Robinson specifically waives any right to become, and promises not to become, a member of any class in a case in which a claim against the Diocese is made involving any events occurring up to and including the date of this Agreement, except where such waiver is specifically prohibited by law.

3.06 Robinson represents and warrants to the Diocese that he is of sound mind, and capable of understanding the terms of this Agreement, and has the capacity to enter into this Agreement, and that he is literate in English.

3.07 Robinson represents and warrants that he has read and fully understands the terms of this Agreement and has had the opportunity to consult with counsel, if he chooses to do so; that this Agreement has been the result of substantial negotiations; and that he is fully aware of its contents and of its legal effect. Accordingly, this Agreement shall not be construed against either of the Parties on the grounds that such party drafted this Agreement. Instead, this Agreement shall be interpreted as though drafted equally by both the Parties. Robinson further represents and warrants that he understands and agrees that he will not receive any further consideration, in any form, from the Diocese in return for the execution of the Agreement.

3.08 Robinson represents and warrants that no representations of fact or opinion have been made by the Diocese or on behalf of the Diocese to induce him to enter into this Agreement and that the Diocese has made no agreement of any kind or promised to do any act or thing not explicitly set forth herein.

3.09 Robinson further represents and warrants that he understands and agrees that the amount he is receiving pursuant to this Agreement is in all respects fair and equitable as to this specific case, and that the Diocese is forever released and discharged from any future claim that Robinson may make to challenge the fact or amount of this Agreement.

3.10 Robinson further represents and warrants that he is aware of no hospital, clinic, or doctor's liens on the Settlement Amount arising from receipt of benefits from Medicare, Medicaid, Social Security disability, Veteran's Administration or similar benefit programs and that to the extent that any such liens become known subsequent to this Agreement they are the sole responsibility of Robinson. He further represents and warrants that Medicare has not made any payments, conditional or otherwise, for any care Robinson received that relates to the claims or damages Robinson asserts in this Agreement.

4. **Closing**

"Closing" as used herein shall mean the time at which both the Diocese and Robinson have fully executed this Agreement. At Closing, the Parties shall exchange duplicate originals of this Agreement.

5. **Entire Agreement**

This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transactions described herein. No prior or contemporaneous agreements, understandings, representations or statements, oral or written, are part of this Agreement unless explicitly set out herein.

6. **Captions and Interpretation**

Paragraph titles and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

7. **Modification**

Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent set forth in such instrument. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by Parties hereto.

8. **Interpretation**

Whenever the context hereof shall so require, the singular shall include plural, the male gender shall include the female gender and the neuter gender and vice versa. The terms “include,” “includes,” “including” and similar terms shall be construed to mean “without limitation.”

9. **Severability**

If any provisions of this Agreement shall, for any reason, be held violative of any applicable law, and so much of this Agreement is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect.

10. **Survival of Warranties**

The warranties, representations, covenants, and other terms and provisions herein shall survive the Closing and shall remain in full force and effect thereafter.

11. **No Assignment of Subrogation**

The Parties hereby represent and warrant each to the other that neither of them has assigned to any other person, corporation, association, or legal entity, any right of subrogation or other rights of substitution to the claims which are released herein.

12. **No Admission of Liability**

The Parties understand and agree that this Agreement is the compromise of disputed claims and that recitals of fact, representations, and statements herein, the payment to Robinson by the Diocese, and the execution and Closing of this Agreement, are not to be construed, singly or jointly, as an admission by the Diocese of any liability or fault related to Robinson.

13. **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, successors, and assigns.

14. **Applicable Law**

The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of Texas. Any dispute as to the Release will be resolved in a District Court of Potter County, Texas.

The Parties have executed this Agreement on the dates indicated below.

YOU ARE MAKING A FINAL SETTLEMENT

This is a release: Read Before Signing

J Franco

By: _____

Date: 06/18/2025

Juan Andres Robinson Franco

Formally known as John A. Robinson

STATE OF TEXAS §

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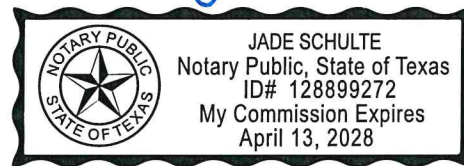
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 18th of June 2025 by Juan Andres Robinson Franco, formally known as John A. Robinson, known to be the person named herein and who executed the foregoing Settlement Agreement and Release, and acknowledged to me that he voluntarily executed the same. This notarial act was an online notarization with electronic signatures.

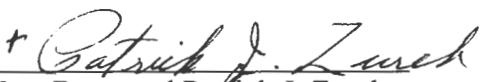

NOTARY PUBLIC

My Commission Expires:

4-13-2028



Roman Catholic Diocese of Amarillo:

By: 
Most Reverend Patrick J. Zurek
Bishop of the Roman Catholic
Diocese of Amarillo

Date: 06/11/2025

STATE OF TEXAS §

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COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 11th day of June 2025, by the Most Reverend Patrick J. Zurek, Bishop of the Catholic Diocese of Amarillo, as the free act and deed of the Diocese for the uses and purposed set forth herein.

Cynthia Salinas
NOTARY PUBLIC

My Commission Expires:

