

RELEASE OF ALL CLAIMS

This Release of all Claims (“Release”) is executed by Maria Varnas, individually, as special administrator of the Estate of Brandon S. Lynch, and on behalf of the heirs-at-law of Brandon S. Lynch (“Plaintiff”), on this 23 day of July, 2025, to resolve all claims by Plaintiff against the City of Olathe, Kansas, and Conner Thompson (“Defendants”), as well as their employees, elected officials, attorneys, insurers, including the Charter Oak Fire Insurance Company, arising out of the allegations in *Varnas v. Thompson et al.*; District of Kansas Case No. 2:24-CV-2193, or any other act or omission of Defendants occurring before the date of this Release.

1. For the consideration of SIX-HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$625,000.00), receipt of which is hereby acknowledged, Plaintiff RELEASES AND FOREVER DISCHARGES Defendants in the aforementioned suit and all employees, agents or others acting for or on behalf of Defendants from any and all claims arising out of District of Kansas Case No. 2:24-CV-2193, in which Plaintiff asserted claims 42 U.S.C. § 1983, based on the allegations set forth in the Complaint therein, or any other act or omission of Defendants occurring before the date of this Release. Particularly, but without limitation, Plaintiff releases all claims, demands, suits, and causes of action including but not limited to any claim under 42 U.S.C. § 1983 and any claim under any other federal, state, or local law, or Kansas law against Defendants.

2. Payment of the SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$625,000.00) shall be made as follows:

Cannezzaro Marvel LLC and Maria Varnas

Plaintiff agrees that the consideration set forth above is consideration Plaintiff would not be entitled to receive by virtue of any other agreement with Defendants, or because of any rule, practice, or policy of Defendants, and Plaintiff will receive this consideration only in exchange for signing this Release. Plaintiff agrees that Defendants and their attorneys have not provided tax or legal advice and that Plaintiff provided the allocation of settlement proceeds. Plaintiff will be solely responsible for payment in full of any federal, state, or local income tax, or other tax, if any, which may be assessed with respect to any amount paid pursuant to this Release, or any tax penalty assessed against Defendants should it later be determined that any portion of the settlement proceeds is subject to additional tax withholding requirements. Plaintiff agrees to indemnify Defendants from and against any and all claims, demands, causes of action, obligations, damages and liabilities, including court costs and attorneys’ fees arising in connection with the defense of any such action or proceeding.

3. Plaintiff agrees to dismiss with prejudice all claims against Defendants in Case No. 2:24-CV-2193 within fourteen (14) days of receipt of the payments specified herein, with each party to pay its own costs, attorney’s fees, and other fees, and further agrees to waive and refrain from filing any lawsuit, or any other claim or filing against Defendants regarding any alleged act or omission of Defendants occurring before the date of this Release.

4. Plaintiff understands that Defendants categorically deny the nature and extent of Plaintiff's claims. Plaintiff acknowledges this settlement is made by Defendants' insurer to resolve all claims and avoid expense of litigation that would exceed the amount of the settlement paid herein.

5. Plaintiff agrees to satisfy out of the proceeds of this settlement all bills, liens, or obligations to which this claim, lawsuit, or settlement relates, including, but not limited to, doctor liens, ERISA liens, hospital liens, health insurance liens, Medicare liens, Medicaid liens, workers compensation liens, personal injury protection liens, or claims for reimbursement, or the like, and shall defend, protect, indemnify and hold Defendants harmless against loss from any and all claims, demands, or actions, that may hereafter be made or brought against Defendants by any persons, parties, or entities who claim any type of lien or right of reimbursement against the amount of this settlement, or who claim any type of payment or reimbursement for any past, present, or future doctor, hospital, medical, or other like health care services to which this claim, lawsuit, or settlement relates.

6. As further consideration for payment of the sum specified herein, Plaintiff expressly waives and assumes the risk that the damages and claims asserted herein are not completely known or understood, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect Plaintiff's decision to enter into this Release. Plaintiff further agrees that the sum specified herein is accepted as a complete compromise of disputed issues of law and fact and assumes the risk that the facts or the law may be otherwise than believed by any or all parties to the Release.

7. Plaintiff hereby states and agrees this Release is executed without reliance on any statement or representation by or on behalf of Defendants or their representatives. Plaintiff has had the advantage of advice and counseling of an attorney prior to executing this Release and fully understand that this Release is intended as a discharge and release of any and all claims against Defendants.

8. Plaintiff understands and agrees that this Release may be pled by Defendants as a complete defense to any claim or entitlement which may hereafter be asserted by Plaintiff in any suit or claim against Defendants for or on account of any matters or things whatsoever up to and including the present time of execution hereof.

9. Plaintiff and Defendants expressly understand and agree they have bargained for and provided consideration for a modified confidentiality agreement. The Parties acknowledge that confidentiality is a material term of this Release. The Parties and/or their representatives, and for the consideration of the above referenced sum and promises, agree not to disclose the terms and/or substance of this Settlement Agreement and Release to any person other than to members of their immediate family, a party's legal counsel, a party's accountants or financial advisors or any tax professionals to whom such a disclosure is necessary for the preparation of income tax returns, or upon receipt of a Court Order requiring the disclosure of such documents and information, or, as to the Defendants, upon receipt of a valid Kansas Open Records Act request or Court Order requiring the disclosure of such documents and information. The parties further agree that in response to inquiry about the status of this claim, they may indicate only that the matter has been "resolved."

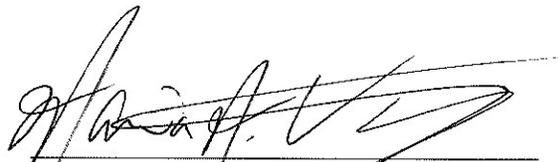
10. Plaintiff agrees to cooperate fully and execute or cause to be executed any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of the Release.

11. The terms of this Release are contractual and not merely a recital. The parties agree this Release shall be subject to and governed by the laws of the State of Kansas. The parties agree that no party shall be deemed to be the drafter of this Release or any of its particular provisions and that in the event that this Release is ever construed by a court of law, such court shall not construe this Release or any provisions of this Release against any party as the drafter of the Release.

12. This Release contains the entire agreement between the parties hereto. Plaintiff represents and warrants that no one has made any promise or representation to Plaintiff regarding this Release, except as strictly contained herein.

I, THE UNDERESIGNED, HAVE FULLY INFORMED MYSELF OF THE CONTENTS AND MEANING OF THIS RELEASE. I HAVE READ AND FULLY UNDERSTAND THE RELEASE. I FURTHER UNDERSTAND THIS IS A COMPLETE AND FINAL RELEASE OF ALL CLAIMS AGAINST DEFENDANTS.

Dated: 08/23/2025



Maria Varnas, as special administrator of the Estate of Brandon S. Lynch, individually, and on behalf of the heirs at law of Brandon S. Lynch

As to terms applicable to Defendants:


Michael Wilkes (Jul 31, 2025 15:37:47 CDT)

Michael Wilkes, on behalf of the City of Olathe, Kansas