

## **Agreement and Mutual Release**

This Agreement and Mutual Release (hereinafter "Agreement") is entered into and is effective as of this 10 day of November, 2025, by and between Eric Meyer, both individually and as executor of the estate of Joan Meyer, and The Hoch Publishing Company, Inc., a Kansas corporation ("Plaintiffs") and the Board of County Commissioners of Marion County, Kansas, Jeff Soyecz, both in his individual capacity and as Sheriff of Marion County, Kansas, and Aaron Christner ("Defendants") (Plaintiffs and Defendants are herein referred to as "Parties").

### **1. Payment to Plaintiffs**

Defendants agree to pay Plaintiffs the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in consideration of the release provided in Paragraph 5.

Payment shall be issued as follows: One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00) shall be paid on behalf of Defendants to Plaintiffs by the Kansas County Association Multiline Pool. Fifty Thousand Dollars (\$50,000.00) shall be paid on behalf of Defendants by the Board of County Commissioners of Marion County, Kansas.

The above referenced payment of One Million Five Hundred Thousand Dollars (\$1,500,000.00) shall be made out to "Lathrop GPM LLP Trust Account" and will be tendered within 20 days of the entry of the Consent Judgment referred to in Paragraph 2.

### **2. Consent Judgment**

Defendants agree to consent to judgment in *Eric Meyer, et al. v. City of Marion, Kansas, et al.*, pending in the United States District Court for the District of Kansas, Case No. 2:24-cv-02122-DDC-GEB ("Action"). The form of the agreed "Consent Judgment" is attached as Exhibit A. Defendants agree to file the proposed Consent Judgment within five days of the effective date of this Agreement.

### **3. Statement of Regret**

Defendants agree to issue a Statement of Regret which will state: "The Sheriff's Office wishes to express its sincere regrets to Eric and Joan Meyer and Ruth and Ronald Herbel for its participation in the drafting and execution of the Marion Police Department's search warrants on their homes and the *Marion County Record*. This likely would not have happened if established law had been reviewed and applied prior to the execution of the warrants."

### **4. Interviews**

Defendants agree to make each of Sheriff Jeff Soyecz, Undersheriff Larry Starkey, and Det. Aaron Christner available for a single interview by counsel for all plaintiffs in the Action, as well as the matters of *Ruth Herbel, et al v. City of Marion, et al*, Case No. 2:24-cv-02224-HLT-GEB and *Phyllis Zorn v. City of Marion, et al.*, Case No. 2:24-cv-02044-DDC-GEB, in connection with all plaintiffs' claims against the City of Marion, Kansas,

former Mayor David Mayfield, former Police Chief Gideon Cody, and former Police Officer Zachary Hudlin. These interviews will be coordinated by agreement of counsel for the parties to the above-referenced actions to take place at the Sheriff's Office in Marion, Kansas, at a time convenient to all participants. The Parties agree that interviews will not be video or audio recorded and the only participants in the interviews will be the interviewee and counsel for the respective parties. It is understood that the sole purpose of these interviews is for discovery and deposition preparation in pending litigation.

#### **5. Plaintiffs' Release**

Plaintiffs, together with their heirs, assigns, representatives, agents, employees, successors, attorneys, or other representatives hereby release Defendants, along with Joel Ensey, both individually and as Marion County Attorney, and any of their elected officials, employees, agents, successors, departments, affiliated or related entities, predecessors, assigns, officers, directors, shareholders, agents, employees, insurers, legal representatives, and the Kansas County Association Multiline Pool from all claims and causes of action which may ever be asserted by Plaintiffs (or any of them) and/or their executors, administrators, successors or assigns, whether such claims or causes of action are presently known or unknown, asserted or unasserted, present or future, direct or indirect, arising out of the investigation of Eric Meyer and/or the *Marion County Record*, the drafting, review, or assistance in the preparation of any applications for search warrants, and the August 11, 2023 searches and seizures at the *Marion County Record* and the home of Joan and Eric Meyer, including but not limited to any private or other cause of action that arises under contract, common law, or any other federal or state law, as currently in effect or hereinafter amended.

To avoid any doubt, the City of Marion, Kansas and its representatives, including but not limited to former Mayor David Mayfield, former Police Chief Gideon Cody, and former Police Officer Zach Hudlin, are expressly excluded from the scope of this Agreement. Further, the release contained in this Agreement expressly excludes Plaintiffs' current or future claims against the City of Marion and its representatives, including but not limited to former Mayor David Mayfield, former Police Chief Gideon Cody, and former Police Officer Zach Hudlin.

#### **6. Defendants' Release**

Defendants, together with their heirs, assigns, representatives, agents, employees, successors, attorneys, or other representatives hereby release Plaintiffs and any of their heirs, assigns, representatives, agents, employees, successors, attorneys, or other representatives from all claims or causes of action which may ever be asserted by Defendants (or any of them) and/or their executors, administrators, successors or assigns, whether such claims or causes of action are presently known or unknown, asserted or unasserted, present or future, direct or indirect, which Defendants (or any of them) possessed as of the date of this Agreement, including but not limited to any private or other cause of action that arises under contract, common law, or any other federal or state law, as currently in effect or hereinafter amended.

**7. Plaintiffs' Acknowledgements**

Plaintiffs acknowledge and agree that this Agreement is intended to provide the total consideration listed above which will foreclose all responsibility, on the part of the Defendants, for future payment of any other of Plaintiffs' claims for damages, including all liens, with regard to the claims released by Plaintiffs.

Plaintiffs further acknowledge and agree that this Agreement was fairly and knowingly made. Plaintiffs warrant that no promise or inducement has been offered except as herein set forth and that this release is executed without reliance upon any statement or representation by Defendants.

**8. Indemnification and Hold Harmless**

Plaintiffs expressly acknowledge an independent legal obligation to satisfy any other valid lien, claim, or interest that any third party may have in proceeds of this settlement, which Plaintiffs herein agree is the sole and separate obligation of Plaintiffs.

Plaintiffs agree to assume all responsibility to timely satisfy any valid lien, claim, or interest that any third party may have in proceeds of this settlement, once paid to Plaintiffs, including but not limited to forthwith satisfy any such liens, claim or interest without further action from Defendants.

Plaintiffs further hereby covenants to defend, indemnify and hold harmless the Defendants from and against any claims by third parties asserting a valid, legally cognizable interest in Plaintiffs' settlement proceeds.

**9. Warranty of Capacity to Execute Agreement**

Plaintiffs warrant that, to the best of their knowledge, no other person or entity has or has had any interest in the claims or causes of action referred to in this Agreement and that Plaintiffs, to the best of their knowledge, have the sole right and exclusive authority to execute this Agreement and receive the sums as provided for herein. Plaintiffs shall defend and indemnify the Defendants should any other person claim to have a valid, legally cognizable interest in the Plaintiffs' settlement proceeds.

**10. Mediation fees**

Defendants agree to pay the fees of Jay Daugherty Mediation & Arbitration incurred in connection with the mediation of this case, which occurred on September 25, 2025.

**11. Governing Law**

This Agreement shall be construed and interpreted according to the laws of the State of Kansas.

**12. Supplemental Documents**

The Parties hereto agree to cooperate fully and execute any and all supplementary documents and to take additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

**13. Entire Agreement**

This Agreement contains the entire agreement by Plaintiffs related to the Action and there are no other understandings, either written or oral, which affect the terms hereof. This Agreement shall be binding on any actual or any possible heirs, executors, administrators, and assigns of Plaintiffs. This Agreement may not be modified unless mutually agreed upon in writing between Plaintiffs and Defendants.

**14. Advice of Counsel**

IN ENTERING INTO THIS AGREEMENT, THE PARTIES REPRESENT THAT THEY HAVE RELIED UPON LEGAL ADVICE OF COUNSEL, OR HAVE SPECIFICALLY AND KNOWINGLY WAIVED THE RIGHT; THAT THEY HAVE COMPLETELY READ THIS AGREEMENT AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT ITS TERMS.

**15. Counterparts and Electronic Signatures**

This Agreement may be executed and delivered in any number of counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument. The counterparts may be executed and delivered by electronic signature by the parties. The parties agree that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, email, .pdf data file, or other scanned or electronically transmitted means. A copy of this Agreement with a signature page signed electronically or manually by a party or a copy of this signed Agreement that is delivered by facsimile, email or other electronic transmission with a manual or electronic signature shall be deemed to have the same force and effect as the delivery of an original signature and document.

WHEREFORE, the Parties have caused the Agreement to be executed on the date indicated above.


**Eric Meyer, individually**

By:




Eric Meyer


Eric Meyer, as executor of the estate of Joan Meyer

By:   
Eric Meyer, Executor


The Hoch Publishing Company, Inc.

By:   
Eric Meyer, President

The Board of County Commissioners of the County of Marion, Kansas

By:  11/10/25  
Jonah Gehring, Chairman  
Jeff Soyecz, individually

  
TINA D. SPENCER  
Notary Public - State of Kansas  
My Appt. Expires 6-1-2027

By:  10/29/25  
Jeff Soyecz


  
SARAH J. COPE  
Notary Public - State of Kansas  
My Appt. Expires 10-30-2025


Jeff Soyecz, Marion County Sheriff

By:  10/29/25  
Jeff Soyecz, Marion County Sheriff

  
SARAH J. COPE  
Notary Public - State of Kansas  
My Appt. Expires 10-30-2025

Aaron Christner

By:  10/29/25  
Aaron Christner

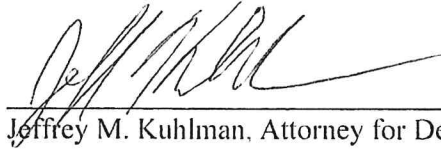
  
SARAH J. COPE  
Notary Public - State of Kansas  
My Appt. Expires 10-30-2025

Approved as to form and content



By:

\_\_\_\_\_  
Bernard J. Rhodes, Attorney for Plaintiffs



By:

\_\_\_\_\_  
Jeffrey M. Kuhlman, Attorney for Defendants

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

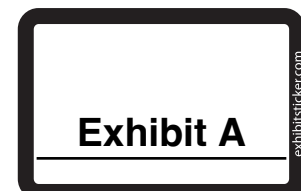
<b>ERIC MEYER, et al.,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>v.</b>	)	<b>Case No. 2:24-cv-02122-DDC-GEB</b>
	)	
<b>CITY OF MARION, KANSAS, et al.,</b>	)	
	)	
<b>Defendants.</b>	)	

**CONSENT JUDGMENT**

Plaintiffs Eric Meyer, individually and as executor of the estate of Joan Meyer, and The Hoch Publishing Co., Inc., doing business as the *Marion County Record*, appear by and through counsel of record, Bernard J. Rhodes and Emma C. Halling of Lathrop GPM. Defendants the Marion County Board of County Commissioners, Sheriff Jeff Soyez, both individually and as Marion County Sheriff, and Aaron Christner appear by and through their counsel of record, Jeffrey M. Kuhlman of Watkins Calcara, Chtd. There are no other appearances.

Pursuant to the parties' joint motion, it is ordered, adjudged, and decreed that:

1. In Count I of the Plaintiffs' First Amended Complaint Plaintiffs allege that Sheriff Soyez and Detective Christner directly violated their First Amendment Rights.
2. In Count II, Plaintiffs allege that Sheriff Soyez engaged in retaliation in violation of the First Amendment.
3. In Count III, Plaintiffs allege that Sheriff Soyez and Detective Christner violated the Fourth Amendment.
4. In Count IV, Plaintiffs allege that Marion County and Sheriff Soyez in his official capacity are liable for the violations alleged in Counts I-III.



5. In Count V, Plaintiffs allege that Sheriff Soyez and Detective Christner engaged in a conspiracy to violate Plaintiffs' First and Fourth Amendment rights.

6. In Count VI, Plaintiffs allege that Marion County and Sheriff Soyez in his official capacity violated the Privacy Protection Act (42 U.S.C. § 2000aa).

7. The above-named Defendants consent to judgment on Counts I, II, III, IV, V, and VI in the amount of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00).

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that judgment be entered in favor of Plaintiff Eric Meyer, as executor of the estate of Joan Meyer, and against Defendants the Marion County Board of County Commissioners, Jeff Soyez, both individually and as Marion County Sheriff, and Aaron Christner, in the amount of One Million Dollars and No Cents (\$1,000,000.00).

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment be entered in favor of Plaintiff Eric Meyer, individually, and against Defendants the Marion County Board of County Commissioners, Jeff Soyez, both individually and as Marion County Sheriff, and Aaron Christner, in the amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00).

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment be entered in favor of Plaintiff The Hoch Publishing Co., Inc., doing business as the *Marion County Record*, and against Defendants the Marion County Board of County Commissioners, Jeff Soyez, both individually and as Marion County Sheriff, and Aaron Christner, in the amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00).

Dated this \_\_\_\_ day of November, 2025, at Kansas City, Kansas.

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s/ Daniel D. Crabtree  
Daniel D. Crabtree  
United States District Judge