

LITIGATION SETTLEMENT, RELEASE AND INDEMNITY AGREEMENT

This **LITIGATION SETTLEMENT, RELEASE AND INDEMNITY AGREEMENT** ("Agreement") is entered into voluntarily and with full knowledge of its contents, by and among Bedford County (the "County"), Calvin Godfrey, 138 Pictures (the "Company") and the Company's subsidiaries, affiliates, predecessors, successors, insurers, agents and assigns, (collectively the "Parties").

WHEREAS, on July 10, 2025, Calvin Godfrey and 138 Pictures (collectively the "Requester") submitted a request under Pennsylvania's Right-to-Know Law ("RTKL") to Bedford County that sought certain radio dispatch recordings and 911 call recordings related to an incident which occurred on August 24-25, 2020; and

WHEREAS, the County responded to the RTKL request on July 28, 2025, providing redacted CAD reports and the legal basis for withholding the requested 911 call recordings; and

WHEREAS, Requester on July 29, 2025 appealed to Pennsylvania's Office of Open Records ("OOR") the County's partial denial of the RTKL request relating to the 911 call recordings; and

WHEREAS, in response to the OOR's denial of Requester's appeal, Requester on November 7, 2025 filed a Petition for Review with the Bedford County Court of Common Pleas ("Court"), in the case identified as *Calvin Godfrey and 138 Pictures, Inc. v. Bedford County*, Case Number No. 1090 of 2025; and

WHEREAS, in order to avoid the time, expense and uncertainty of further litigation, and for the good and valuable consideration set forth herein, the Parties have determined to enter into this Agreement setting forth the terms of the County releasing certain 911 audio recordings and transcripts to the Company, and the Company's unconditional indemnification and release of the County from any and all potential claims whatsoever arising in connection with the release of these certain 911 audio recordings and transcripts.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. **Consideration.** The Company confirms that it has identified the four (4) non-County resident individuals who called Bedford County 911 on August 24-25, 2020 and whose voices are contained in and/or transcribed in the 911 recordings and transcripts contemplated by this Agreement. The Company further confirms that it will obtain signed Authorization and Release forms (attached hereto as Exhibit A) from each of these four (4) individuals and provide the same to the County. The County agrees that within ten (10) days of its receipt of all four signed (4) Authorization and Release forms, the County will provide the Company with certain 911 audio recording files that have been edited and prepared by the County so as to contain only the voices of certain non-County resident individuals who called Bedford County 911 on August 24-25, 2020 and exclude the voices of any Bedford County employee and/or resident. In addition, the County will provide the Company with written transcripts of the calls to Bedford County 911 made by certain non-County resident individuals who called Bedford County 911 on August 24-25, 2020; the names of the 911 operators will be redacted from the written transcripts. The Parties agree and acknowledge that the specific edited/prepared recordings and transcripts described in this Paragraph 1 have been reviewed and approved by Bedford County and 138 Pictures (on behalf of the Company and Mr. Godfrey) and those edited/prepared recordings have been confirmed to be satisfactory for purposes of this agreement; however, Mr. Godfrey and the Company have not reviewed the full and unredacted recordings as of the signing of this agreement.

2. **Indemnification/Release.** In exchange for the consideration described above in this Agreement, to which Company is not otherwise currently entitled, the Company and its subsidiaries, affiliates, predecessors, successors, insurers, agents and assigns hereby release, waive, and discharge with prejudice Bedford County, its current or past officers, employees, appointed officials, elected officials, administrators, insurers, attorneys, agents, subsidiaries, affiliates, predecessors, and all of their successors or assigns, and all persons acting in such capacity (collectively, the "Released Parties") from any and all claims, suits, appeals, complaints, demands, causes of action or actions of any kind in any forum brought by any party, arising out of and/or which may result from and/or relate in any way to the County releasing the 911 audio recordings and transcripts as described in Paragraph 1 above to the Company. Further, in exchange for the consideration described above in this Agreement, to which Company is not otherwise currently entitled, the Company and its subsidiaries, affiliates, predecessors, successors, insurers, agents and assigns shall indemnify Bedford County, its current or past officers, employees, appointed officials, elected officials, administrators, insurers, attorneys, agents, subsidiaries, affiliates, predecessors, and all of their successors or assigns, and all persons acting in such capacity, (collectively, the "Indemnified Parties") and hold and save the Indemnified Parties harmless from and against any claim, suit, appeal, complaint, demand, cause of action or action of any kind in any forum which may be asserted by any person arising out of, resulting from, or related in any way to the County releasing the 911 audio recordings and transcripts as described in Paragraph 1 above to the Company. The indemnification and release recited in this Paragraph shall include but shall not be limited to any claim, suit, appeal, complaint, demand, cause of action or action of any kind in any forum which may be asserted by any individual who claims, alleges or asserts that his or her voice is contained or transcribed in or who may possibly be identified through the 911 audio recordings and/or transcripts described in Paragraph 1 above, and any and all claims for damages of any kind related thereto including compensatory damages, punitive damages, and any claims for attorneys' fees.

3. **Withdrawal of Appeal.** Within ten (10) days of the County's transmission to the Company of the 911 recordings and transcripts described in Paragraph 1 above, the Company and/or its agent and Mr. Godfrey agree that the appeal/lawsuit identified as *Calvin Godfrey and 138 Pictures, Inc. v. Bedford County*, Case Number No. 1090 of 2025 shall be dismissed with prejudice.

4. **No Admission of Liability/Wrongdoing.** Nothing in this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, constitutes, will be construed to constitute, will be represented as, will be offered in evidence as, received in evidence as and/or deemed to be evidence of an admission of liability or wrongdoing by any Party hereto, and any such liability or wrongdoing is expressly denied by each Party to this Agreement.

5. **Governing Law.** This Agreement shall be deemed to be made and entered into in the Commonwealth of Pennsylvania. This Agreement and any claims arising out of this Agreement shall be interpreted, enforced, governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its rules regarding conflicts of law. The Parties agree that a state court of competent jurisdiction sitting in Bedford County, Pennsylvania or a federal United States District Court for the Western District of Pennsylvania court sitting in Johnstown, Pennsylvania shall have proper and exclusive jurisdiction and venue for any claim of proceeding arising from this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement among the Parties. The Parties agree that they have carefully read and fully understand the provisions of this Agreement and that it sets forth the entire agreement between the Parties. The Parties further acknowledge that they have not

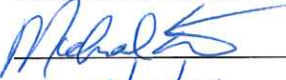
relied upon any representation or statement, written or oral, not expressly set forth in this Agreement. This Agreement may not be changed, amended, modified, altered, or rescinded except upon the express written agreement of the Parties. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly construed for or against any Party.

7. **Severability.** If any provision of this Agreement is found by a court or tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

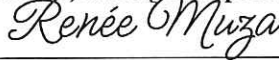
8. **Authority.** The Parties affirm that they have carefully read and understand this Agreement, that it has been reviewed by each Party with its respective legal counsel, or that each Party has had a full and fair opportunity to do so, and that the signatories below are authorized to legally bind the Party on whose behalf they have signed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth below:

BEDFORD COUNTY


Date: 7/17/24

138 PICTURES, through corporate officer Renée Muza


box SIGN 4Z2K85WZ-4ZY5PZ2Z

Date: Jun 25, 2026

CALVIN GODFREY


box SIGN 18KV9JQJ-4ZY5PZ2Z

Date: Jun 24, 2026

