

# Exhibit A

*Robert Knowles v. Angelia Hopson, et. al. – Case No.: 1:07-cv-06131*

**Motion for Entry of Judgment Against Defendants  
as a Matter of Law for Violation of Confidential  
Settlement Agreement Pursuant to FRCP 50(a)(2)**

## **CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Confidential Settlement Agreement and General Release (the "Agreement") is entered into as of this 8<sup>th</sup> day of February, 2010, by and among ROBERT KNOWLES ("Knowles") and ANGELIA HOPSON ("Hopson"), RENEWABLE RESOURCES, LLC ("Renewable") and SAFETY SOLUTIONS, INC. ("Safety"), collectively referred to as the "Parties".

### **RECITALS**

**WHEREAS**, Knowles has filed a Complaint ("Complaint") against Hopson, Renewable and Safety entitled *Robert Knowles v. Angelia Hopson, Renewable Resources, LLC and Safety Solutions, Inc.* – Case No. 1:07-cv-06131 in the United States District Court for the Northern District of Illinois, Eastern Division. Knowles is currently alleging claims against Hopson, Renewable and Safety concerning claims of multiple violations of the security laws of the United States, multiple violations of the Illinois Securities Law of 1953, common law fraud and equitable relief (the "Litigation");

**WHEREAS**, Hopson, Renewable and Safety deny and continue to deny the material allegations set forth by Knowles in connection with the Complaint and specifically have denied and continue to deny having violated any law or regulation or having committed any other wrongs to Knowles and have asserted defenses thereto;

**WHEREAS**, the Parties agree not to disparage the reputation of any Party herein;

**WHEREAS**, in order to avoid the further costs, burdens or distraction of litigation, it is now the intention of the parties, through the execution of this Agreement, to settle, resolve and dispose of fully and completely any and all actual and implied claims, demands and causes of action which Knowles has, claims to have or hereafter may have or assert to have against Hopson, Renewable and Safety, or, that could have

been asserted in the Litigation and/or Complaint, or in any action in any legal or administrative forum whatsoever (the “Claims”); and

**WHEREAS** the Parties acknowledge that they are receiving from the other Party adequate and sufficient consideration for the warranties, promises, releases and undertakings contained in this Agreement and in favor of or to the benefit of the other Party.

**NOW, THEREFORE**, in consideration of the foregoing and the releases, promises, warranties and undertakings hereinafter contained, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.**

1.1 The above recitals are expressly incorporated herein and made a part of this Agreement.

**2. No Admission of Liability.**

2.1 The Parties expressly agree that nothing contained in this Agreement is or may be construed as an admission by any Party of any liability, wrongdoing or unlawful conduct whatsoever, it being understood that each Party denies any liability, wrongdoing or unlawful conduct and this Agreement is entered into merely to avoid the expense of further litigation. Nothing in this Agreement shall constitute precedent or evidence in any other proceeding or dispute, with the exception that this Agreement shall be admissible evidence in any proceeding to enforce the terms hereof.

**3. Consideration From Hopson, Renewable and Safety.**

3.1 In consideration for this Agreement, and the obligations and rights contained herein, Hopson, Renewable and Safety, jointly and severally agree to provide

the following to Knowles for full settlement of the matters at hand (“Settlement Payment”):

- a) In full and complete settlement of the claims Knowles has against Hopson, Renewable and Safety in the Litigation, Hopson, Renewable and Safety, agree to pay Knowles the total amount of THREE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$325,000.00)(the “Aggregate Settlement Amount”), which amount is to be paid as follows:
  - (1) Hopson, Renewable and Safety will pay by certified or cashier’s check to Knowles the amount of FOUR THOUSAND DOLLARS (\$4,000.00) each and every month (the “Monthly Payment”), commencing on February \_\_\_\_, 2010, March 5, 2010 and April 5, 2010;
  - (2) Hopson, Renewable and Safety will pay by certified or cashier’s check to Knowles the amount of THREE THOUSAND DOLLARS (\$3,000.00) each and every month (the “Monthly Payment”), commencing on May 5, 2010 until, and including, January 5, 2012. In the event the 5<sup>th</sup> of any month falls on a weekend, the due date for payment shall be the Monday following such weekend;
  - (3) Hopson, Renewable and Safety will pay by certified or cashier’s check to Knowles the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) as a onetime payment on or before January 5, 2011; and
  - (4) Hopson, Renewable and Safety will pay by certified or cashier’s check to Knowles the balance of the total amount of \$325,000.00 then owed on or before January 1, 2012.
- (b) All settlement checks as described above shall be mailed directly to Robert Knowles at 545 Cox Road Roswell, Georgia 30075 and shall be postmarked no later than the 3<sup>rd</sup> day of the month and shall be received on or before the 5<sup>th</sup> day of the month;
- (c) Within seven (7) days of receipt of the initial monthly payment referenced in subparagraph a(1) above, Knowles shall dismiss the Litigation with prejudice subject to the Court’s retention of jurisdiction to enforce the terms of this Settlement Agreement; and
- (d) Each and every payment made pursuant to this Agreement shall be applied to the Aggregate Settlement Amount. Except any payment made as a penalty to cure a default.

3.2 Each Party agrees to bear its own expenses, attorneys' fees and costs related to the Lawsuit and this Agreement.

3.3 The obligation of Hopson, Renewable and Safety to fully pay Knowles is joint and several among Hopson, Renewable and Safety. In the event Hopson, Renewable and Safety fail to comply with their joint and several obligation to cause payment to be postmarked no later than the 3<sup>rd</sup> day of the month and received by Knowles upon the 5<sup>th</sup> day of the month, each of them shall be deemed in default of the Agreement. Hopson, Renewable and Safety shall have a right to cure the default on or before the 10<sup>th</sup> day of the month by making a payment of the THREE THOUSAND DOLLAR (\$3,000.00) monthly payment than due and a FIVE HUNDRED DOLLARS (\$500.00) late payment penalty. If Hopson, Renewable and Safety cure any default by payment of the monthly payment and late payment penalty, (i.e. \$3,500.00), only the amount of THREE THOUSAND DOLLAR (\$3,000.00) shall be applied to the Aggregated Settlement Amount then due and the amount of FIVE HUNDRED DOLLARS (\$500.00) shall be a penalty. Knowles shall have the right upon the 11<sup>th</sup> day of the month where a default has occurred to declare this Agreement breached and pursue all available legal remedies, including, but not limited to, seeking enforcement of this Agreement. If Knowles should elect to seek enforcement of this Agreement and Hopson, Renewable or Safety has failed to make payment to Knowles upon the 10<sup>th</sup> day of the month, Hopson, Renewable and Safety hereby agree to the acceleration of the total amount due and entry of a monetary judgment in the amount of the balance of the total amount of the Agreement due at the time of the default, and with Knowles' reasonable attorneys' fees and costs incurred.

**4. Consideration From Knowles.**

4.1 In consideration for this Agreement, and the obligations and rights contained herein, Knowles agrees to execute an original of this Agreement and forward it to Hopson, Renewable and Safety's counsel thereby releasing Hopson, Renewable and Safety from any and all claims more clearly defined in Section 6 hereof.

**5. Confidentiality.**

5.1 All Parties agree not to disclose any "Confidential Information" (as hereinafter defined) to any third party(ies), or use such Confidential Information in any manner. Confidential Information shall include the following: (i) the existence of this Agreement, (ii) the Aggregate Settlement Amount made under this Agreement, (iii) any information related to Knowles' claims for multiple violations of the securities laws of the United States, multiple violations of the Illinois Securities Law of 1953, common law fraud and equitable relief and any other matters or information concerning Knowles' past business relations with Hopson, Renewable and Safety; (iv) any documents or information marked "Confidential Information" pursuant to the Protective Order entered in the Litigation and tendered as part of discovery; and (v) any trade secrets, financial information, intellectual property or proprietary rights owned by Knowles or Hopson, Renewable and Safety; ("Confidential Information"). All Parties shall not now, nor in the future, discuss, disclose, opine or in any other way provide any information to any third party (other than necessary federal, state and local tax authorities, or where required pursuant to any court-ordered subpoena) that is in any way related to the Confidential Information or is related to any other discussions, acts, disclosures, opinions or other communications made among Knowles and Hopson, Renewable and Safety. All Parties acknowledge that the confidentiality of the Confidential Information is an imperative part

of this Agreement and that Parties would be materially injured in the event that any information related to the aforementioned Confidential Information were disclosed by either Party to any third party. All Parties acknowledge and agree that in the event that any Party directly or indirectly discloses any Confidential Information to any third party(ies), the offending Party shall be jointly and severally liable to the non offending Party for liquidated damages in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00). Such monies shall be construed as liquidated damages and not a penalty. Notwithstanding anything to the contrary contained herein, the Parties may disclose that the above Litigation has been dismissed pursuant to a Confidential Settlement Agreement and General Release, and that in their response to the Plaintiff's Complaint, Hopson, Renewable and Safety denied the material allegations contained therein. Also, if required as a condition of financing, Hopson, Renewable and Safety may provide a copy of this Agreement to the lender, however, on the condition that the lender agree to maintain the confidentiality of this Agreement

**6. Release By Knowles.**

6.1 Knowles, on his own behalf and on behalf of any officers, directors, employees, agents, attorneys, affiliated companies, stockholders, parents, predecessors, successors and assigns hereby releases and forever discharges Hopson, Renewable and Safety and all of their related companies, including their subsidiaries, predecessors, successors and assigns, along with their past and present officers, shareholders, directors, agents, attorneys and employees from all civil, criminal, or quasi criminal liabilities, obligations, claims, actions, causes of action and demands accruing from the beginning of time to the date of the execution of this Agreement that Knowles has against Hopson, Renewable and Safety whether known or unknown, including, but not limited to, any

liabilities, obligations, claims, actions, causes of action and/or legal or equitable demands relating to the Litigation. **EXCEPT THAT THE OBLIGATIONS OR RESERVATIONS SET FORTH UNDER THIS AGREEMENT ARE NOT RELEASED.**

**7. Release By Hopson, Renewable and Safety.**

7.1 Hopson, Renewable and Safety, on their own behalf and on behalf of their officers, directors, employees, agents, attorneys, affiliated companies, stockholders, parents, predecessors, successors and assigns hereby releases and forever discharge Knowles and any related companies, including subsidiaries, predecessors, successors and assigns, along with past and present officers, shareholders, directors, agents, attorneys and employees from all civil, criminal or quasi criminal liabilities, obligations, claims, actions, causes of action and demands accruing from the beginning of time to the date of the execution of this Agreement that they have against Knowles whether known or unknown, including, but not limited to, any liabilities, obligations, claims, actions, causes of action and/or legal or equitable demands relating to the Litigation by Knowles. **EXCEPT THAT THE OBLIGATIONS OR RESERVATIONS SET FORTH UNDER THIS AGREEMENT ARE NOT RELEASED.**

**8. Full and Complete Settlement.**

8.1 All Parties represent that no promises or other agreements not expressed in this Agreement have been made by any of them, or by any of their respective directors, officers, agents or employees, as the case may be.

**9. Non-Assignment.**

9.1 Knowles represents and warrants that he has not transferred, assigned or otherwise sold any portion of the claims or causes of action that he is alleging against



Hopson, Renewable and Safety, and that he is the sole holder of such claims and causes of actions.

**10. General Release.**

10.1 The Parties warrant and represent that they understand that this is a general release covering the matters stated herein and that they intend to be legally bound hereto and that, in particular, without limiting the scope of the foregoing, this Agreement may be asserted and shall constitute a complete preclusion and bar to any and all of Knowles' claims released herein. Each of the Parties hereto further represents and warrants to the other Parties hereto that they have the authority to enter into this Agreement. All benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the Parties their respective subsidiaries, predecessors, related companies, affiliates, successors in interest and assigns.

**11. Governing Law.**

11.1 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to any conflict of laws rules which could apply. Any action brought to enforce any term of this Agreement shall be brought in the United States District Court for the Northern District of Illinois, Eastern Division, and the Parties hereby irrevocably consent to exclusive jurisdiction of the United States District Court for the Northern District of Illinois, Eastern Division, in connection with such enforcement action.

**12. Authority and Acknowledgement of Contents and Effect.**

12.1 The Parties each represent that they are fully authorized to enter into this Settlement Agreement and Release and that no subsequent authority, approval or ratification by any board of directors, officers, parent companies, board of directors of

any parent companies or officers of any parent companies is needed to enter into this Agreement.

12.2 Knowles, Hopson, Renewable and Safety acknowledge that they have read the terms of this Agreement, understood the same, and know that in signing this Agreement and have signed this document of their own free will.

12.3 All Parties have cooperated in the drafting and preparation of this Agreement. Any construction to be made of this Agreement shall not be construed against any Party.

**13. Integration.**

13.1 This Agreement sets forth the entire agreement among the Parties hereto, and fully supersedes any and all prior agreements or understandings among the Parties hereto pertaining to the subject matter herein, including any and all prior agreements among the Parties prior to the commencement of the Litigation.

**14. Partial Invalidity.**

14.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by, or invalid under, applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**15. Non-disparagement.**

15.1 No Party shall disparage, discredit or otherwise adversely criticize or engage in any act, directly or indirectly, not compelled by law, which may tend to bring

disparagement, ridicule or scorn upon the other Party, its business or operations or any of its agents, employees or principals.

**16. Modification.**

16.1 This Agreement may not be modified, altered, changed or amended except by an instrument in writing which is signed by all Parties.

**17. Execution.**

17.1 This Agreement may be executed in any number of counterparts and by facsimile or e-mail, each of which shall be deemed an original, and all such counterparts shall for all purposes constitute one Agreement, binding upon the parties, notwithstanding that not all parties are signatory to the same counterpart.

**IN WITNESS WHEREOF**, the undersigned have caused this Confidential Settlement Agreement and General Release to be duly executed as of the date first written above.

**ROBERT KNOWLES**

Robert Knowles  
Individually

2/8/2010  
Date

**ANGELIA HOPSON**

[Signature]  
Individually

2/8/2010  
Date

**RENEWABLE RESOURCES, LLC**

By: [Signature]

2/8/10  
Date

Its: MANAGING MEMBER

**SAFETY SOLUTIONS, INC.**

By: [Signature]

2/8/10  
Date

Its: PRESIDENT