

**IN THE UNITED STATES COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

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Jill and Ron Ryan, *et al.*,  
individually and on behalf of others  
similarly situated,

Plaintiffs,

-against-

Hidden Lake Academy, Inc., *et al.*,

Defendants.

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No. 2:06-CV-0146 (WCO)

Class Action

**DECLARATION OF DOFF MEYER AND ROBIN BRECKER  
IN SUPPORT OF SETTLEMENT**

We, Doff Meyer and Robin Brecker, hereby state to the best of our  
knowledge, information and belief, as follows:

1. We and other plaintiffs commenced this litigation on September 11,  
2006. Our child was enrolled at Hidden Lake Academy ("HLA") during the period  
February 2005 through August 2006. We submit this declaration in support of  
final approval of the class action settlement in this litigation.

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2. We retained our counsel, Berger & Montague, P.C. and Gorby Peters & Associates, to initiate this litigation. We have participated in and followed this litigation since the time it was commenced. Along these lines, we have had several communications with our counsel concerning the investigation, initiation, prosecution, and proposed settlement of this case. Class counsel consulted with us on multiple occasions also specifically regarding the terms of the proposed settlement throughout the time that it was being negotiated.

3. We understand that the proposed settlement provides for a payment to the Class by one or more of the HLA defendants or defendant Dr. Leonard Buccellato of \$400,000 by December 31, 2008. The Class consists of those who, like us, paid money to enroll their children at HLA during the period January 1, 2000 through September 11, 2006 (the "Class Period"). The \$400,000 payment is in addition to the other relief we believe was already obtained following the filing of this litigation, including the Court's March 26, 2007 order voiding the exculpation provisions in the standard form enrollment agreement HLA used during the Class Period; additional disclosures to parents and other caregivers concerning the school's costs and operations; and changes to the standard form enrollment agreement the school uses. The defendants were also required to file

publicly with the Court as part of the settlement their own personal financial statements, and defendant Buccellato was also required to attest personally to the accuracy of those financial statements. The settlement obligates the defendants to timely pay the \$400,000 to the Class despite their claimed limited financial resources set forth in their financial statements filed with the settlement. We also understand that if the defendants do not timely pay the \$400,000, the settlement will not occur. Another feature of the settlement is that it is not binding on any person who has validly opted out. Those persons who wish to opt out may do so, but they will not be entitled to share in any of the settlement proceeds.

4. If the defendants timely pay the settlement amount and the settlement is approved by the Court, the Class will release only the "Released Claims" as that term is defined in the settlement stipulation. This includes the contract-related and other claims actually asserted against the defendants in this litigation. However, we also understand that this does not include any "Personal Injury Claims" as that term is also defined in the settlement stipulation, certain claims related to prepaid tuition, and any claims that any non-Class members may have, such as any claims any present or former HLA students may have, as described more fully in the

settlement stipulation. We also understand that those persons who have opted out will not release any claims they may have against the defendants.

5. We believe that the Court should certify the Class as part of the settlement. We are among the plaintiffs who moved for class certification earlier in these proceedings, and we are the declarants "D.M." and "R.B." who submitted a declaration dated January 17, 2007 in support of plaintiffs' motion for class certification (Doc. no. 54, filed January 19, 2007). That declaration sets forth additional facts in support of Class certification. We incorporate that declaration here.


6. We believe that the proposed settlement is a fair resolution of this litigation, and is in the best interests of the Class. We believe that this is especially so considering that absent the settlement, the Class may obtain no monetary recovery at all or even be certified as a Class by the Court in any continued litigation against the defendants. Further, even if we were successful in obtaining both Class certification and prevailing in all of our claims against the defendants through trial and even potential appeals, we believe that there is a risk that the Class may not recover any judgment it may obtain given defendants' claimed limited financial resources. Also, we understand that the notice describing the

settlement was sent widely to interested Class members and others, and that no objections to the settlement were filed and only 19 opt outs were filed. We believe that these facts also support our opinion that the settlement is fair and will benefit the vast majority of interested Class members here.


7. We also believe that the request to reimburse Class counsel for their out-of-pocket costs and expenses in conducting this litigation on behalf of the Class up to \$68,000, as well as payment of the fees and costs of the claims administrator, are fair and should be approved by the Court and paid out of the settlement fund. We believe this is a modest request and particularly commendable and even generous in the circumstances given that Class counsel have done a substantial amount of work but have waived any claim for attorneys' fees in connection with the settlement.

We believe that the foregoing is true and correct to the best of our knowledge, information and belief.

Dated: August 1, 2008

  
Doff Meyer

Dated: August 1, 2008

  
Robin Brecker

malta439279-007.wpd



litigation since the time it was commenced. Along these lines, I have had several communications with my counsel concerning the investigation, initiation, prosecution, and proposed settlement of this case. Class counsel consulted with me on multiple occasions also specifically regarding the terms of the proposed settlement throughout the time that it was being negotiated.

3. I understand that the proposed settlement provides for a payment to the Class by one or more of the HLA defendants or defendant Dr. Leonard Buccellato of \$400,000 by December 31, 2008. The Class consists of those who, like me, paid money to enroll their children at HLA during the period January 1, 2000 through September 11, 2006 (the "Class Period"). The \$400,000 payment is in addition to the other relief I believe was already obtained following the filing of this litigation, including the Court's March 26, 2007 order voiding the exculpation provisions in the standard form enrollment agreement HLA used during the Class Period; additional disclosures to parents and other caregivers concerning the school's costs and operations; and changes to the standard form enrollment agreement the school uses. The defendants were also required to file publicly with the Court as part of the settlement their own personal financial statements, and defendant Buccellato was also required to attest personally to the accuracy of those

financial statements. The settlement obligates the defendants to timely pay the \$400,000 to the Class despite their claimed limited financial resources set forth in their financial statements filed with the settlement. I also understand that if the defendants do not timely pay the \$400,000, the settlement will not occur. Another feature of the settlement is that it is not binding on any person who has validly opted out. Those persons who wish to opt out may do so, but they will not be entitled to share in any of the settlement proceeds.

4. If the defendants timely pay the settlement amount and the settlement is approved by the Court, the Class will release only the "Released Claims" as that term is defined in the settlement stipulation. This includes the contract-related and other claims actually asserted against the defendants in this litigation. However, I also understand that this does not include any "Personal Injury Claims" as that term is also defined in the settlement stipulation, certain claims related to prepaid tuition, and any claims that any non-Class members may have, such as any claims any present or former HLA students may have, as described more fully in the settlement stipulation. I also understand that those persons who have opted out will not release any claims they may have against the defendants.



5. I believe that the Court should certify the Class as part of the settlement. I am among the plaintiffs who moved for class certification earlier in these proceedings, and I am the declarant "W.C." who submitted a declaration dated January 17, 2007 in support of plaintiffs' motion for class certification (Doc. no. 54, filed January 19, 2007). That declaration sets forth additional facts in support of Class certification. I incorporate that declaration here.

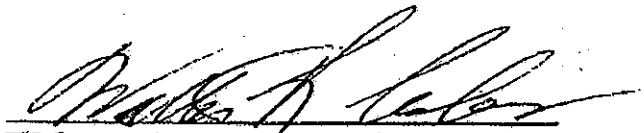
6. I believe that the proposed settlement is a fair resolution of this litigation, and is in the best interests of the Class. I believe that this is especially so considering that absent the settlement, the Class may obtain no monetary recovery at all or even be certified as a Class by the Court in any continued litigation against the defendants. Further, even if we were successful in obtaining both Class certification and prevailing in all of our claims against the defendants through trial and even potential appeals, I believe that there is a risk that the Class may not recover any judgment it may obtain given defendants' claimed limited financial resources. Also, I understand that the notice describing the settlement was sent widely to interested Class members and others, and that no objections to the settlement were filed and only 19 opt outs were filed. I believe that these facts also

support my opinion that the settlement is fair and will benefit the vast majority of interested Class members here.

7. I also believe that the request to reimburse Class counsel for their out-of-pocket costs and expenses in conducting this litigation on behalf of the Class up to \$68,000, as well as payment of the fees and costs of the claims administrator, are fair and should be approved by the Court and paid out of the settlement fund. I believe this is a modest request and particularly commendable and even generous in the circumstances given that Class counsel have done a substantial amount of work but have waived any claim for attorneys' fees in connection with the settlement.

I believe that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: August 4, 2008

  
Walter Coles

**IN THE UNITED STATES COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

Jill and Ron Ryan, *et al.*,  
individually and on behalf of others  
similarly situated,

Plaintiffs,

**-against-**

Hidden Lake Academy, Inc., *et al.*,

**Defendants.**

No. 2:06-CV-0146 (WCO)

## Class Action

## **DECLARATION OF THERESA PINES IN SUPPORT OF SETTLEMENT**

I, Theresa Pines, hereby state to the best of my knowledge, information and belief, as follows:

1. I and other plaintiffs commenced this litigation on September 11, 2006. My child was enrolled at Hidden Lake Academy (“HLA”) during the period August 2005 through August 2006. I submit this declaration in support of final approval of the class action settlement in this litigation.

2. I retained my counsel, Berger & Montague, P.C. and Gorby Peters & Associates, to initiate this litigation. I have participated in and followed this

litigation since the time it was commenced. Along these lines, I have had several communications with my counsel concerning the investigation, initiation, prosecution, and proposed settlement of this case. Class counsel consulted with me on multiple occasions also specifically regarding the terms of the proposed settlement throughout the time that it was being negotiated.

3. I understand that the proposed settlement provides for a payment to the Class by one or more of the HLA defendants or defendant Dr. Leonard Buccellato of \$400,000 by December 31, 2008. The Class consists of those who, like me, paid money to enroll their children at HLA during the period January 1, 2000 through September 11, 2006 (the "Class Period"). The \$400,000 payment is in addition to the other relief I believe was already obtained following the filing of this litigation, including the Court's March 26, 2007 order voiding the exculpation provisions in the standard form enrollment agreement HLA used during the Class Period; additional disclosures to parents and other caregivers concerning the school's costs and operations; and changes to the standard form enrollment agreement the school uses. The defendants were also required to file publicly with the Court as part of the settlement their own personal financial statements, and defendant Buccellato was also required to attest personally to the accuracy of those

financial statements. The settlement obligates the defendants to timely pay the \$400,000 to the Class despite their claimed limited financial resources set forth in their financial statements filed with the settlement. I also understand that if the defendants do not timely pay the \$400,000, the settlement will not occur. Another feature of the settlement is that it is not binding on any person who has validly opted out. Those persons who wish to opt out may do so, but they will not be entitled to share in any of the settlement proceeds.

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5. I believe that the Court should certify the Class as part of the settlement. I am among the plaintiffs who moved for class certification earlier in these proceedings, and I am the declarant "T.P." who submitted a declaration dated January 17, 2007 in support of plaintiffs' motion for class certification (Doc. no. 54, filed January 19, 2007). That declaration sets forth additional facts in support of Class certification. I incorporate that declaration here.

6. I believe that the proposed settlement is a fair resolution of this litigation, and is in the best interests of the Class. I believe that this is especially so considering that absent the settlement, the Class may obtain no monetary recovery at all or even be certified as a Class by the Court in any continued litigation against the defendants. Further, even if we were successful in obtaining both Class certification and prevailing in all of our claims against the defendants through trial and even potential appeals, I believe that there is a risk that the Class may not recover any judgment it may obtain given defendants' claimed limited financial resources. Also, I understand that the notice describing the settlement was sent widely to interested Class members and others, and that no objections to the settlement were filed and only 19 opt outs were filed. I believe that these facts also

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I believe that the foregoing is true and correct to the best of my knowledge, information and belief.



Dated: August 12, 2008

\_\_\_\_\_  
Theresa Pines





2. We retained our counsel, Berger & Montague, P.C. and Gorby Peters & Associates, to initiate this litigation. We have participated in and followed this litigation since the time it was commenced. Along these lines, we have had several communications with our counsel concerning the investigation, initiation, prosecution, and proposed settlement of this case. Class counsel consulted with us on multiple occasions also specifically regarding the terms of the proposed settlement throughout the time that it was being negotiated.

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settlement stipulation. We also understand that those persons who have opted out will not release any claims they may have against the defendants.

5. We believe that the Court should certify the Class as part of the settlement. We are among the plaintiffs who moved for class certification earlier in these proceedings, and we are the declarants "E.R." and "M.R." who submitted a declaration dated January 17, 2007 in support of plaintiffs' motion for class certification (Doc. no. 54, filed January 19, 2007). That declaration sets forth additional facts in support of Class certification. We incorporate that declaration here.


6. We believe that the proposed settlement is a fair resolution of this litigation, and is in the best interests of the Class. We believe that this is especially so considering that absent the settlement, the Class may obtain no monetary recovery at all or even be certified as a Class by the Court in any continued litigation against the defendants. Further, even if we were successful in obtaining both Class certification and prevailing in all of our claims against the defendants through trial and even potential appeals, we believe that there is a risk that the Class may not recover any judgment it may obtain given defendants' claimed limited financial resources. Also, we understand that the notice describing the

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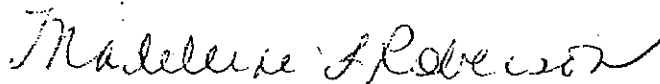
7. We also believe that the request to reimburse Class counsel for their out-of-pocket costs and expenses in conducting this litigation on behalf of the Class up to \$68,000, as well as payment of the fees and costs of the claims administrator, are fair and should be approved by the Court and paid out of the settlement fund. We believe this is a modest request and particularly commendable and even generous in the circumstances given that Class counsel have done a substantial amount of work but have waived any claim for attorneys' fees in connection with the settlement.

We believe that the foregoing is true and correct to the best of our knowledge, information and belief.

Dated: August 2, 2008

  
Dr. Edward Roberson

Dated: August 2, 2008

  
Madeleine Roberson

**IN THE UNITED STATES COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

Jill and Ron Ryan, *et al.*,  
individually and on behalf of others  
similarly situated,

Plaintiffs,

-against-

Hidden Lake Academy, Inc., *et al.*,

**Defendants.**

No. 2:06-CV-0146 (WCO)

## Class Action

## CERTIFICATION

Counsel for the Settlement Class Representative plaintiffs hereby certifies that the text of this document has been prepared with Times New Roman 14 point, one of the fonts and point selections approved by the Court, and complies in all respects with Local Rule 5.1(C) of the United States District Court, Northern District of Georgia.

This 22<sup>nd</sup> day of August, 2008.

**GORBY PETERS & ASSOCIATES, LLC**

/s/ Mary Donne Peters, Esq.

Michael J. Gorby, Esq.

mgorby@gorbyreeves.com

(Georgia Bar No. 301950)

Mary Donne Peters, Esq.

mpeters@gorbyreeves.com

(Georgia Bar No. 573595)

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Atlanta, Georgia 30346-2104  
(404) 239-1150  
(404) 239-1179 Fax

-and-

**BERGER & MONTAGUE, P.C.**

/s/ Lawrence J. Lederer, Esq.

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*Attorneys for Plaintiffs and the Class*

**IN THE UNITED STATES COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

Jill and Ron Ryan, *et al.*,  
individually and on behalf of others  
similarly situated,

Plaintiffs,

-against-

Hidden Lake Academy, Inc., *et al.*,

## Defendants.

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No. 2:06-CV-0146 (WCO)

## Class Action

## CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the

**DECLARATIONS OF SETTLEMENT CLASS REPRESENTATIVES DOFF  
MEYER, ROBIN BRECKER, WALTER COLES, THERESA PINES,  
DR. EDWARD ROBERSON AND MADELEINE ROBERSON IN SUPPORT  
OF SETTLEMENT** with the Clerk of Court using the CM/ECF system which will  
automatically send email notification of such filing to the following counsel of  
record:

Robert A. Barnaby, Esq.  
rbarnaby@dhnc-law.com  
**DONAHUE, HOEY, NELSON & COHEN, LLC**  
1050 Crown Pointe Parkway  
Suite 1600  
Atlanta, GA 30338

*Attorneys for Defendants Hidden Lake Academy, Inc., HLA, Inc.  
Hidden Lake Foundation, Inc., and Dr. Leonard Buccellato*

Respectfully submitted, this 22<sup>nd</sup> day of August, 2008.

**GORBY PETERS & ASSOCIATES, LLC**

/s/ Mary Donne Peters, Esq.  
Michael J. Gorby, Esq.  
(Georgia Bar No. 301950)  
Mary Donne Peters, Esq.  
(Georgia Bar No. 573595)

Two Ravinia Drive, Suite 1500  
Atlanta, Georgia 30346-2104  
(404) 239-1150  
(404) 239-1179 Fax

*Attorneys for Plaintiffs and the Class*