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9 Attorneys for Defendants and Counter-Claimants
 10 JOHN DOE and JANE DOE

11
 12 UNITED STATES DISTRICT COURT
 13 EASTERN DISTRICT OF CALIFORNIA

14 ERIC GRANT,)	CASE NO.:08-00672 FCD-KSM
)	
15 Plaintiff,)	ANSWER TO COMPLAINT FOR
v.)	DECLARATORY RELIEF
16 KAMEHAMEHA SCHOOLS/BERNICE)	
PAUAHI BISHOP ESTATE; J. DOUGLAS ING,)	DEMAND FOR JURY TRIAL
17 NAINOA THOMPSON, DIANE J. PLOTTS,)	
ROBERT K.U. KIHUNE, and CORBETT A.K)	
18 KALAMA, in their capacities as Trustees of the)	
Kamehameha Schools/ Bernice Pauahi Bishop)	
19 Estate; JOHN DOE; and JANE DOE,)	
)	
20 Defendants.)	
)	

21
 22 JOHN DOE ND JANE DOE (collectively the “Does”), for themselves and themselves alone answer
 23 the Complaint for Declaratory Relief (the “Complaint”) as follows:

24 **ANSWER TO FIRST CLAIM FOR RELIEF**

- 25 1. The Does admit the allegations of Paragraphs 1 through 19, inclusive of the Complaint.
- 26 2. Answering Paragraph 20 of the Complaint, the Does allege that the terms of the written
 27 settlement agreement between themselves and Plaintiff Eric Grant (“Grant”) is the best evidence of the
 28 parties’ agreement. Except as alleged herein, the Does deny generally and specifically each and every

1 allegation of Paragraph 20 of the Complaint.

2 3. The Does admit the allegations of Paragraphs 21 through 27, inclusive of the Complaint.

3 4. The Does have no information or belief sufficient to anser the allegation of Paragraph 28 of
4 the Complaint and on that basis deny generally and specifically each and every allegation of Paragraph 28
5 of the Complaint.

6 5. The Does have no information or belief sufficient to anser the allegation of Paragraph 29 of
7 the Complaint and on that basis deny generally and specifically each and every allegation of Paragraph 29
8 of the Complaint.

9 6. The Does admit the allegations of Paragraphs 30 through 34, inclusive of the Complaint.

10 AFFIRMATIVE DEFENSES

11 7. The Does allege that they are not liable to Defendants KAMEHAMEHA
12 SCHOOLS/BERNICE PAUAHI BISHOP ESTATE (the "Estate") for any disclosures made by John
13 Goemans of the terms of the settlement agreement between the Does and the Estate. The Does allege further
14 that any disclosures made by John Goemans of the terms of the settlement between the Does and the Estate
15 do not constitute a breach of that Agreement. However, regardless of whether there has been an actual
16 breach of the terms of the settlement agreement between the Does and the Estate, based upon the allegations
17 of the Complaint, pursuant to the terms of the settlement agreement between the Does and Grant, Grant has
18 an obligation to pay for the first \$100,000 of the defense of the Estate's claims against the Does.

19 WHEREFORE, the DOES pray for judgment as follows:

20 1. For a Declaration that the Does did not breach the terms of the settlement agreement between
21 the Does and the Estate;

22 2. For a Declaration that if the Does did breach the terms of the settlement agreement between
23 the Does and the Estate, Grant has a duty to defend and indemnify the Does if the breach resulted in whole,
24 or in part, from Grant's conduct;

25 3. For a Declaration that even if the Does did not breach the terms of the settlement agreement
26 between the Does and the Estate, pursuant to the terms of the settlement agreement between the Does and
27 Grant, Grant has an obligation to pay for the first \$100,000 of the defense of the Estate's claims against the
28

1 Does.

2 4. For all reasonable costs, expenses, attorneys' fees incurred as a result of this action (from
3 Grant only);

4 5. For costs of suit herein; and

5 6 For such other and further relief as the Court may deem proper.

6 **DEMAND FOR JURY TRIAL**

7 Pursuant to Federal Rule of Civil Procedure 38(b), the Does hereby demands a jury trial of all issues
8 triable of right by a jury.

9 DATED: April 1, 2008

LEVIN & STEIN

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11 By: /s/ Jerry H. Stein
12 JERRY H. STEIN
13 Attorneys for Defendants and Counter-Claimants
14 JOHN DOE and JANE DOE
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