

1 JERRY H. STEIN
 LEVIN & STEIN
 2 28494 Westinghouse Place, Suite 201
 Valencia, California 91355
 3 Telephone: (310) 207-4663
 Facsimile: (310) 207-2803
 4 Email: jstein@lscslaw.com

5 KEN T. KUNIYUKI
 KUNIYUKI & CHANG
 6 Suite 2660, Pauahi Tower
 1003 Bishop Street
 7 Honolulu, HI 96813-3429
 Telephone: (808) 524-5111
 8 Facsimile: (808) 521-2389
 Email: ken@law-hawaii.com

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

10 UNITED STATES DISTRICT COURT
 11 EASTERN DISTRICT OF CALIFORNIA

12 ERIC GRANT,
 13)
 Plaintiff,
 14)
 v.)
 15 KAMEHAMEHA SCHOOLS/BERNICE
 PAUAHI BISHOP ESTATE; J. DOUGLAS ING,
 16 NAINOA THOMPSON, DIANE J. PLOTTS,
 ROBERT K.U. KIHUNE, and CORBETT A.K
 17 KALAMA, in their capacities as Trustees of the
 Kamehameha Schools/ Bernice Pauahi Bishop
 Estate; JOHN DOE; and JANE DOE,
 18)
 Defendants.
 19)

CASE NO.:08-00672 FCD-KSM
 AMENDED DECLARATION OF KEN T.
 KUNIYUKI IN SUPPORT OF MOTION FOR
 TEMPORARY RESTRAINING ORDER AND
 PRELIMINARY INJUNCTION

20 JOHN DOE; and JANE DOE,
 Counter-Claimants
 21)
 v.)
 22)
 23 KAMEHAMEHA SCHOOLS/BERNICE
 PAUAHI BISHOP ESTATE; J. DOUGLAS ING,
 NAINOA THOMPSON, DIANE J. PLOTTS,
 24 ROBERT K.U. KIHUNE, and CORBETT A.K
 KALAMA, in their capacities as Trustees of the
 25 Kamehameha Schools/ Bernice Pauahi Bishop
 Estate; and ERIC GRANT,
 26)
 Counter-Defendants
 27)

1 I, Ken T. Kuniyuki, declare as follows:

2 1. I am an attorney at law duly licensed to practice before all courts of the State of Hawaii
3 and have applied for admission Pro Hac Vice in this Court. I am a partner in the law firm of Kuniyuki &
4 Chang, attorneys for DOES in this action. I have personal knowledge of all facts set forth in this
5 Declaration and if called upon to testify, I could and would testify competently thereto.

6 2. On February 8, 2008, the Honolulu Advertiser printed an article setting forth the
7 monetary terms of the settlement between DOES and the Estate of Bernice Pauahi Bishop and the
8 Kamehameha Schools (collectively the "Estate"). A true and correct copy of this article is attached as
9 Exhibit 3 to the Declaration of Jane Doe filed concurrently herewith. The Honolulu Advertiser article
10 specifically states that the information regarding the terms of the settlement was provided to it by John
11 Goemans ("Goemans"), an attorney who once represented the DOES in their prior litigation with the
12 Estate. Subsequent to the information regarding the terms of the settlement being published in the
13 Honolulu Advertiser, I have had several telephone conversations with Goemans in which he confirmed
14 that he was the source of the information to the Honolulu Advertiser regarding the terms of the
15 settlement, and that he knew that he was acting against the wishes of his former clients when he
16 disclosed the information in question to the Honolulu Advertiser.

17 3. Subsequent to the publication of the February 28, 2008 article in the Honolulu Advertiser,
18 I was contacted by telephone by David Schulmeister ("Schulmeister") of the Cades Schutte law, who
19 represented that his firm was representing the Estate. On March 24, 2008, at Schulmeister request, I met
20 with him at his office to discuss the Estate's position vis a vis DOES. During that meeting, Schulmeister
21 told me, in substance, that: (1) The Estate's position was that Goemans' disclosure of the monetary
22 terms of the settlement constituted a breach of the confidentiality provision in the settlement agreement
23 between DOES and the Estate; (2) That the Estate would be claiming \$2 million in damages as result of
24 this purported breach; (3) That unless DOES and/or Eric Grant agreed to deposit \$2 million with the
25 Court as security for the Estate's claim against DOES, the Estate would shortly file a breach of contract
26 action against DOES; (4) That upon the filing of its action the Estate was also going to seek a writ of
27 attachment against DOES to secure its damage claim of \$2 million; and (5) That because the Estate was
28

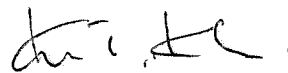
1 seeking a writ of attachment against DOES, it intended to disclose the DOES' identities in its Court
2 filings.

3 4. According to Schulmeister, the \$2 million in damages that the Estate would be seeking in its
4 action against DOES was not based upon any actual out of pocket losses incurred by the Estate as a result
5 of Goemans' disclosure of the monetary terms of the settlement, but rather on the Estate's position that it
6 would have settled the case for \$2 million less but for the inclusion of the confidentiality provision.

7 5. On April 2, 2008, I attempted to contact David Schulmeister, attorney for Bishop Estate to
8 inform him that the Does will be filing an ex parte motion for TRO in federal court in California. His voice
9 mail, however, indicated that Mr. Schulmeister is out of the office and would not be returning until Monday,
10 April 7, 2008. I then called and left a message with Mr. Schulmeister's secretary asking her to have any
11 attorney in the firm of Cades Schutte who represents the estate to call me so I can relay this message.

12 6. Kelly LaPorte an attorney at the Cades firm called me back on the afternoon of April 2, 2008.
13 I informed him that Eric Grant has filed the declaratory relief action in Federal Court in California against
14 the Estate and Does and that the Does in response are filing an ex parte temporary restraining order as
15 preventing the estate from revealing their names. Mr LaPorte asked me to e-mail him a copy of the
16 underlying Complaint and I did so.

17 I declare under penalty of perjury that the foregoing is true and correct. Executed on April
18 3, 2008.

19 

20 _____
21 Ken T. Kuniyuki