

1 Bingham McCutchen LLP  
 CHARLENE S. SHIMADA (SBN 91407)  
 2 charlene.shimada@bingham.com  
 Three Embarcadero Center  
 3 San Francisco, CA 94111-4067  
 Telephone: 415.393.2000  
 4 Facsimile: 415.393.2286

5 Alston Hunt Floyd & Ing  
 PAUL ALSTON (Admitted Pro Hac Vice)  
 6 palston@ahfi.com  
 18<sup>th</sup> Floor American Savings Bank Tower  
 7 1001 Bishop Street  
 Honolulu, HI 96813  
 8 Telephone: 808.524-1800  
 Facsimile: 808-524-4591

9 Attorneys for Defendants  
 10 KAMEHAMEHA SCHOOLS/BERNICE  
 PAUAHI BISHOP ESTATE; J. DOUGLAS  
 11 ING, NAINOA THOMPSON, DIANE J.  
 PLOTTS, ROBERT K.U. KIHUNE, and  
 12 CORBETT A.K. KALAMA, in their capacities  
 as Trustees of the Kamehameha  
 13 Schools/Bernice Pauahi Bishop Estate

14 UNITED STATES DISTRICT COURT  
 15 EASTERN DISTRICT OF CALIFORNIA

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

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

No. 08-00672 FCD-KJM

DECLARATION OF  
 COLLEEN I. WONG IN  
 SUPPORT OF  
 KAMEHAMEHA SCHOOLS  
 DEFENDANTS' OPPOSITION  
 TO JOHN AND JANE DOE'S  
 MOTION FOR  
PRELIMINARY INJUNCTION

Date: April 17, 2008  
 Time: 4:00 p.m.  
 Courtroom: 2  
 Before: Hon. Frank C.  
 Damrell, Jr.

1 I, Colleen I. Wong, declare as follows:

2 1. I am Vice President for Legal Services and General Counsel of Defendant  
3 Kamehameha Schools. In that capacity, I serve as the chief in-house legal officer with respect to  
4 all legal matters for the Kamehameha Schools/Bernice Pauahi Bishop Estate and J. Douglas Ing,  
5 Nainoa Thompson, Diane J. Plotts, Robert K.U. Kihune, and Corbett A.K. Kalama, in their  
6 capacities as Trustees of the Kamehameha Schools/Bernice Pauahi Bishop Estate (collectively,  
7 the “Kamehameha Schools” or the “Estate”).

8 2. I make this declaration based upon personal knowledge and am competent to  
9 testify to the matters stated in this declaration.

10 3. Having served for many years as General Counsel for Kamehameha Schools, I am  
11 intimately familiar with the claims brought by “John Doe, a minor, by his mother and next  
12 friend, Jane Doe” in litigation initiated on June 25, 2003 in the United States District Court for  
13 the District of Hawai`i and assigned Civil No. CV03-00316 ACK LES (the “Underlying  
14 Litigation”), which sought declaratory relief, a permanent injunction, and compensatory and  
15 punitive damages. I am similarly familiar with the terms of the confidential settlement  
16 agreement (the “Settlement Agreement”) entered into between Kamehameha Schools and “Jane  
17 Doe” and “John Doe” (collectively, the “Does”) to resolve the Underlying Litigation.

18 4. On February 8, 2008, The Honolulu Advertiser published details of the Settlement  
19 Agreement, including its monetary terms, which were reportedly revealed by John Goemans.  
20 Following that publication, I requested that outside counsel David Schulmeister, a member of  
21 the Cades Schutte LLP (“Cades Schutte”) law firm in Honolulu, explore with the current Hawai`i  
22 counsel for the Does, Ken T. Kuniyuki, the possibility of resolving the breach of the  
23 confidentiality provision of the Settlement Agreement.

24 5. In that regard, Kamehameha Schools believes that the Settlement Agreement was  
25 breached. However, Kamehameha Schools has no present intention to sue Plaintiff Eric Grant.  
26 Similarly, the Estate has no intention to disclose the identities of the Does in connection with any  
27 future litigation or any effort to obtain any post-judgment remedy. Rather, given the conflicting  
28 statements by the Does, Mr. Grant and Mr. Goemans regarding the wrongful disclosure of the

1 monetary terms of the Settlement Agreement, Kamehameha Schools has been reviewing, and  
2 continues to evaluate, its rights and claims. Accordingly, to my knowledge, no threat to disclose  
3 the Does' identities was made to the Does or their attorneys by Kamehameha Schools or anyone  
4 acting on its behalf.

5 6. Now and in the future--regardless of what Kamehameha Schools decides at the  
6 conclusion of its evaluation of the circumstances leading to breach of the Settlement  
7 Agreement--Kamehameha Schools will not, under any circumstances, violate the Settlement  
8 Agreement. In particular, Kamehameha Schools will not publicly identify the Does without a  
9 court order obtained after notice and hearing. This is not to say that Kamehameha Schools  
10 presently intends to seek such an order; rather, Kamehameha Schools is reserving its rights to  
11 seek such orders as may be necessary to vindicate its rights.

12 I declare under penalty of law that the foregoing is true and correct.

13 DATED: Honolulu, Hawaii, April 10, 2008.

14  
15 /s/ Colleen I. Wong

16 COLLEEN I. WONG

17 (original signature retained by Paul Alston)