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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)
 PAUAAHI 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.)

CASE NO.:08-00672 FCD-KSM
 SECOND SUPPLEMENTAL DECLARATION
 OF KEN T. KUNIYUKI IN SUPPORT OF
 JOHN AND JANE DOE'S MOTION FOR
 PRELIMINARY INJUNCTION

19)
 20 JOHN DOE; and JANE DOE,)
 Counter-Claimants)
 21)
 v.)
 22)
 23 KAMEHAMEHA SCHOOLS/BERNICE)
 PAUAAHI BISHOP ESTATE; J. DOUGLAS ING,)
 24 NAINOA THOMPSON, DIANE J. PLOTTS,)
 ROBERT K.U. KIHUNE, and CORBETT A.K)
 25 KALAMA, in their capacities as Trustees of the)
 Kamehameha Schools/ Bernice Pauahi Bishop)
 Estate; and ERIC GRANT,)
 26)
 Counter-Defendants)

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

2 1. I am one of the present attorneys for John and Jane Doe in the underlying action and
3 make this declaration based upon personal knowledge.

4 2. My Declaration filed with the Court on April 15 provided at paragraph 7 provided:
5 “Based upon my review of the file and my discussions with Goemans it is my
6 understanding that in July of 2007, the settlement agreement was transmitted from
7 Banks’s California counsel to Goemans’s California counsel and then from Goemans’s
8 California counsel to Goemans while Goemans was residing in California.”

9 3. There is a mistake in that paragraph as the word “Bank’s” should have been “Grant’s.”
10 Thus, the paragraph should have read:

11 “Based upon my review of the file and my discussions with Goemans it is my understanding that
12 in July of 2007, the settlement agreement was transmitted from Grant’s California counsel to
13 Goemans’s California counsel and then from Goemans’s California counsel to Goemans while
14 Goemans was residing in California.”

15 4. The paragraph is also unclear in that it does not specify what Goemans’ told me as
16 opposed to the information I learned by reviewing the file. In preparing my declaration I did review a
17 document that was provided to me which shows that on July 2, 2007, a copy of the settlement agreement
18 was sent by an attorney in California, Robert Esensten to Goemans at an address in Beverly Hills,
19 California.

20 5. In addition, since filing my Declaration I have subsequently reviewed a June 11, 2007
21 letter from Esensten to James Banks (“Banks”) which contained the following language:

22 “Please also provide me a copy of the Settlement Agreement executed by [Jane Doe]. I
23 understand that [Jane Doe] has made multiple requests for this Settlement Agreement to
24 date.”

25 It is my understanding that Esensten made the above-quoted request in his capacity as counsel for the
26 Does.

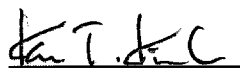
27 6. I have also reviewed a letter from Banks to Esensten dated June 22, 2007, which contains
28

1 the following language:

2 "Pursuant to your request, I enclose an executed copy of the Settlement Agreement
3 and General Release entered into in that certain litigation styled, *Doe v .*

4 *Kamehameha Schools/Bernice Pauahi Bishop Estate, et al.*"

5 I declare under penalty of perjury that the foregoing is true and correct. Executed on April 16,
6 2008.

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9 _____
10 Ken T. Kuniyuki
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