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May 16, 2008

VIA ELECTRONIC MAIL

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Alston Hunt Floyd & Ing
18th Floor American Savings Bank Tower
1001 Bishop Street
Honolulu, Hawaii 96813

Re: *Grant v. Kamehameha Schools/Bishop Estate*
No. 2:08-cv-00672-FCD-KJM (E.D. Cal.)

Dear Counsel:

Following please find Plaintiff's responses to the questions propounded in Mr. Alston's letter dated May 6, 2008. For convenience, I have reproduced the questions in Roman type, with my answers interlineated in boldface type.

1. Is there any disagreement about the following?
 - a. John Doe and Jane Doe were residents and citizens of Hawaii at all times from the filing of their Complaint in the Underlying Lawsuit through June 1, 2007.

EXHIBIT 4

I believe that the Does were residents of Hawaii at the time they filed their complaint. Otherwise, I have no personal knowledge of these asserted facts, but I have no basis to disagree with them.

- b. John Doe or Jane Doe had final authority to approve or reject the Settlement Agreement.

No disagreement.

- c. John Doe and Jane Doe were in Hawaii when they gave final approval to the Settlement Agreement.

No disagreement.

- d. John Doe and Jane Doe were in Hawaii when they signed the Settlement Agreement.

No disagreement.

- e. At the time the Does signed the page that was later appended to the Settlement Agreement, the Does had not seen the remaining pages of the Settlement Agreement.

I object to this question on the ground that it seeks information that is (1) outside the scope of agreed-upon discovery and (2) protected by the attorney-client privilege.

- f. Even though John Doe and Jane Doe instructed Eric Grant to wire their portion of the Settlement Payment to an account in New York, some or all of their portion of the Settlement Payment was later deposited into one or more accounts of John Doe or Jane Doe in Hawaii.

What the Does instructed me to do is protected by the attorney-client privilege. Without waiving that objection, I state that I made but a single wire transfer to the Does, namely, to an account in New York on May 29, 2007.

- g. Even though John Doe and Jane Doe instructed Eric Grant to wire their portion of the Settlement Payment to an account in New York, some or all of their portion of the Settlement Payment was withdrawn and used by them in Hawaii.

What the Does instructed me to do is protected by the attorney-client privilege. Without waiving that objection, I state that I have no knowledge of what the Does did with their portion of the Settlement Payment.

2. Describe the circumstances of Grant's first contact with the Does about the possibility of establishing an attorney client relationship. Please let us know:
 - a. The date of the communication.
 - b. The method of communication (*e.g.*, letter, telephone call, email).
 - c. Who initiated the communication (*i.e.*, did the Does or their agent initiate contact with Sweeney & Grant, or vice versa?)
 - d. Where each party was located at the time.

I object to this question on the ground that it seeks information that is outside the scope of agreed-upon discovery. Without waiving that objection, I state that John Goemans introduced me to the Does. I had a telephone conversation with Jane Doe on May 27, 2003 for the purpose of scheduling a face-to-face meeting in Los Angeles, California. That meeting (at which John Doe was present as well) took place in a hotel restaurant near LAX on June 9, 2003. I understood the Does to be residents of Hawaii at the time.

3. Did Grant meet one or more times with the Does in Hawaii about the Underlying Lawsuit? If so, please identify the date of every meeting.

I did not meet with the Does in Hawaii.

4. How many times did Grant travel to Hawaii between March 1, 2003 through June 1, 2007, in connection with the Underlying Lawsuit? For each time, please:
 - a. State the starting and ending dates when Grant was in Hawaii;
 - b. Identify in general terms the type of activities (*e.g.*, communicating with potential plaintiffs, securing the Does as clients or representing or advising them in the Underlying Lawsuit) performed by Grant while in Hawaii on such dates.

I object to this question on the ground that it seeks information that is outside the scope of agreed-upon discovery. Without waiving that objection, I state that I flew to Honolulu on November 16, 2003 (and returned on November 18th) for oral argument on the parties' cross-motions for summary judgment in the district court; and I flew to Honolulu on November 3, 2004 (and returned on November 4th) for oral argument before the Ninth Circuit three-judge panel.

5. Did Grant ever meet with Jane Doe or John Doe in California in connection with the Underlying Lawsuit? If so, when?

See Question 2 above.

6. Provide copies of all written agreements and other documents relating to transactions between Grant and the Does, including but not limited to

I object to this request on the ground that "documents relating to transactions between Grant and the Does" is unreasonably vague.

- a. The settlement agreement between Grant and the Does referred to in paragraph 20 of Grant's complaint in this action;
- b. The settlement agreement referred to in paragraph 15 of Grant's complaint in *Grant v. Goemans*;
- c. The Does' assignment of rights to Grant, referred to in paragraph 20 of Grant's complaint in *Grant v. Goemans*;
- d. The Does' assignment of rights to Grant referred to in the last sentence of paragraph 27 of Grant's complaint in *Grant v. Goemans*; and

Items (a)-(d) all refer to the same document, namely, the Grant-Does settlement agreement of September 2007. I will provide you with a copy of that document on execution and approval of the stipulated protective order that is now circulating among counsel.

- e. Any other written agreement to which Grant and the Does (or either Doe) are parties.

Only one other document is within the scope of agreed-upon discovery, namely, the attorney-client engagement agreement between the Does and my former law firm. A redacted version of that document is available as Exhibit A to the June 6, 2007 complaint in *Grant v. Doe*.

- f. The written closing statement provided by Grant to the Does pursuant to Hawaii Rule of Professional Conduct 1.5(c). This statement may be redacted to conceal the Does' true identity and the specific dollar amount paid and withheld.

I object to this question on the ground that it seeks information that is (1) outside the scope of agreed-upon discovery and (2) protected by the attorney-client privilege.

7. Concerning Kamehameha Schools' alleged threat to sue Grant, referred to in paragraph 27 of Grant's complaint in this lawsuit:
- Please explain where, when, how, by whom (the name of the speaker) and to whom (the names of anyone who heard it) this alleged threat was made.
 - Please explain what the speaker said that constituted an alleged threat to sue Grant.
 - Do you agree that the person who made the alleged threat (if it was made at all) was in Hawaii at the time?

Paragraph 27 of my complaint is based on Ken Kuniyuki's recounting of his March 24, 2008 meeting with David Schulmeister at the latter's office in Honolulu.

8. Do you agree that Goemans was in Hawaii when he revealed the amount paid by Kamehameha Schools under the Settlement Agreement? If not, where was he?

I do not agree that Goemans was in Hawaii at that time. It is my understanding that he was in either California or Florida.

9. Do you agree that all of the reporters to whom Goemans revealed the amount paid by Kamehameha Schools under the Settlement Agreement were in Hawaii at the time of the disclosure by Goemans? If not, where were they?

I have no personal knowledge as to the whereabouts of the reporters.

10. Please give the dates on which the Does (a) gave their final approval for the Settlement Agreement, (b) signed the signature page of the Settlement Agreement, and (c) first saw the Settlement Agreement.

I object to this question on the ground that it seeks information that is outside the scope of agreed-upon discovery.

11. Besides the Does, did Grant ever discuss with any other potential client residing in or a citizen of Hawaii the possibility of challenging Kamehameha Schools's admissions policy? If so, when did and where did such a discussion take place?

I object to this question on the ground that it seeks information that is (1) outside the scope of agreed-upon discovery and (2) protected by the attorney-client privilege.

Counsel for Kamehameha Schools/Bishop Estate
May 16, 2008
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Please let me know if I may be of further assistance.

Cordially,

A handwritten signature in black ink that reads "ERIC GRANT". The signature is written in a cursive style with a horizontal line underlining the name.

Eric Grant

cc: Mr. Jerry H. Stein
(jstein@lscslaw.com)
Mr. Ken T. Kuniyuki
(ken@law-hawaii.com)
Mr. James J. Banks
(jbanks@bw-firm.com)

PAUL Alston - RE: Re: Information

From: "James J. Banks" <jbanks@bw-firm.com>
To: "PAUL Alston" <PAAlston@ahfi.com>
Date: 07/08/2008 2:47 PM
Subject: RE: Re: Information
CC: <jstein@lscslaw.com>, <ken@law-hawaii.com>, <grant@eric-grant.com>

Paul, thank you. Here is Eric's response:

"Goemans was one of the Does' lawyers. He and the Does and I had a four-way telephone conversation on the evening of Thursday, May 10th, during which we thoroughly discussed (and the Does ultimately decided to accept) the offer. The settlement was "finalized" (i.e., the agreement was executed) the next day." jjb