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May 16, 2008

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**RE: Grant v. Kamehameha Schools, Bernice Pauahi Bishop Estate,  
NO. 08-00672 PCD-KJM**

Dear Counsel:

On behalf of John and Jane Doe, please find the Does' responses to the questions raised in your May 6, 2008 letter. For sake of clarity, we have set forth the questions and then the Does' response.

Because, pursuant to the parties' agreement, this is informal discovery designed to facilitate the determination of your clients' coming challenges to jurisdiction and/or venue, we have not included with our responses the usual boilerplate that precedes interrogatory responses. However, please be advised that the fact that the Does have responded to your questions does not constitute an admission by the Does that the information sought in your questions is relevant to this action or are admissible in evidence. Furthermore, by responding to your questions the Does are not waiving any attorney client or work product privilege.

**The Does Response to the Kamehameha Schools/Bernice Pauahi Bishop Estate's Informal Discovery Requests**

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

**The Does' Response:** No disagreement.

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

**The Does' Response:** No disagreement.

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**EXHIBIT 5**

c. John Doe and Jane Doe were in Hawai'i when they gave final approval to the Settlement Agreement.

**The Does' Response:** No disagreement.

d. John Doe and Jane Doe were in Hawai'i when they signed the Settlement Agreement.

**The Does' Response:** 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.

**The Does' Response:** The Does 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 Hawai'i.

**The Does' Response:** No disagreement.

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 Hawai'i.

**The Does' Response:** What the Does instructed Grant is protected by the attorney-client privilege. However, without waiving that objection, there is no disagreement that some of the Does' portion of the Settlement Payment was withdrawn and used by them in Hawai'i.

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:

**The Does' Response:** The first contact concerning the possibility of establishing an attorney client relationship between the Does and Grant was through John Goemans. The Does do not have sufficient information to answer subparagraphs (a) through (d) of this question.

- a. The date of the communication.
- b. The method of communication (e.g., letter, telephone call, email).
- c. Who initiated the communication (ie., did the Does or their agent initiate contact with Sweeney & Grant, or vice versa?)
- d. Where each party was located at the time.

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

**The Does' Response:** The Does never met with Grant in Hawaii.

4. How many times did Grant travel to Hawai'i 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 Hawai'i;
- 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 Hawai'i on such dates.

**The Does' Response:** The Does believe that Grant came to Hawaii on or about November 16, 2003, to argue a Motion in the Underlying Lawsuit. The Does did not meet with Grant when he was in Hawai'i and do not have sufficient information to answer this question fully.

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

**The Does' Response:** Jane and John Doe met Grant in Los Angeles, California on June 9, 2003.

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

- 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

**The Does' Response:** Items (a) through (d) refer to the same document. A copy of this document will be provided upon execution of a mutually agreed upon protective order.

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

**The Does' Response:** The only other agreement as to which Grant and the Does are parties other than the settlement agreement referred to in subparagraph (a) is the Does' fee agreement with Grant. A copy of this document will be provided upon execution of a mutually agreed upon protective order.

f. The written closing statement provided by Grant to the Does pursuant to Hawai'i 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.

**The Does' Response:** A copy of this document will be provided upon execution of a mutually agreed upon protective order.

7. Concerning Kamehameha Schools' alleged threat to sue Grant, referred to in paragraph 27 of Grant's complaint in this lawsuit:

a. 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.

**The Does' Response:** David Schulmeister ("Schulmeister") of the Cades Schutte law, who represented to Ken Kuniyuki that his firm was representing the Kamehameha Schools/Bernice Pauahi Bishop Estate. This conversation between Schulmeister and Kuniyuki took place on March 24, 2008, at Schulmeister's office.

b. Please explain what the speaker said that constituted an alleged threat to sue Grant.

**The Does' Response:** The substance of Schulmeister's comments with respect to Grant were that initially the Estate believed that Grant had no potential liability resulting from Goeman's disclosure to the press, and intended only to pursue it claims against the Does. But, that based upon information that Grant had allowed the Does to sign the settlement agreement without actually seeing a copy of it, and based upon information obtained by Schulmeister regarding how Goemans may have gotten the settlement amount, that the Estate was now going to reserve its claims against both Grant and the Does.

c. Do you agree that the person who made the alleged threat (if it was made at all) was in Hawai'i at the time?

**The Does' Response:** The Does agree that Schulmeister was in Hawai'i on March 24, 2008.

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

**The Does' Response:** The Does do not agree that Goemans was in Hawaii when he revealed the amounts paid under the settlement agreement. The Does believe Goemans was on the mainland, presumably in California when he made the disclosures.

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 Hawai'i at the time of the disclosure by Goemans? If not, where were they?

**The Does' Response:** The Does have no knowledge concerning the location of the reporters in question at the time Goemans made his disclosures.

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..


**The Does' Response:** The Does gave their final approval to the settlement amount on May 9, 2007. The Does signed the settlement agreement on May 11, 2007. The Does first saw the complete settlement agreement on July 5, 2007.

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

**The Does' Response:** The Does do not have information sufficient to answer this question.

DATED: May 16, 2008

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By   
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cc: All Counsel