



1 allegation of Paragraph 20 of the Complaint.

2 .3. The Does admit the allegations of Paragraphs 21 through 27, inclusive of the Complaint.

3 4. The Does have no information or belief sufficient to anser the allegation of Paragraph 28 of  
4 the Complaint and on that basis deny generally and specifically each and every allegation of Paragraph 28  
5 of the Complaint.

6 5. The Does have no information or belief sufficient to anser the allegation of Paragraph 29 of  
7 the Complaint and on that basis deny generally and specifically each and every allegation of Paragraph 29  
8 of the Complaint.

9 6. The Does admit the allegations of Paragraphs 30 through 34, inclusive of the Complaint.

10 AFFIRMATIVE DEFENSES

11 7. The Does allege that they are not liable to Defendants KAMEHAMEHA  
12 SCHOOLS/BERNICE PAUHI BISHOP ESTATE (the "Estate") for any disclosures made by John  
13 Goemans of the terms of the settlement agreement between the Does and the Estate. The Does allege further  
14 that any disclosures made by John Goemans of the terms of the settlement between the Does and the Estate  
15 do not constitute a breach of that Agreement. However, regardless of whether there has been an actual  
16 breach of the terms of the settlement agreement between the Does and the Estate, based upon the allegations  
17 of the Complaint, pursuant to the terms of the settlement agreement between the Does and Grant, Grant has  
18 an obligation to pay for the first \$100,000 of the defense of the Estate's claims against the Does.

19 WHEREFORE, the DOES pray for judgment as follows:

20 1. For a Declaration that the Does did not breach the terms of the settlement agreement between  
21 the Does and the Estate;

22 2. For a Declaration that if the Does did breach the terms of the settlement agreement between  
23 the Does and the Estate, Grant has a duty to defend and indemnify the Does if the breach resulted in whole,  
24 or in part, from Grant's conduct;

25 3. For a Declaration that even if the Does did not breach the terms of the settlement agreement  
26 between the Does and the Estate, pursuant to the terms of the settlement agreement between the Does and  
27 Grant, Grant has an obligation to pay for the first \$100,000 of the defense of the Estate's claims against the  
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1 Does.

2 4. For all reasonable costs, expenses, attorneys' fees incurred as a result of this action (from  
3 Grant only);

4 5. For costs of suit herein; and

5 6 For such other and further relief as the Court may deem proper.

6 **DEMAND FOR JURY TRIAL**

7 Pursuant to Federal Rule of Civil Procedure 38(b), the Does hereby demands a jury trial of all issues  
8 triable of right by a jury.

9 DATED: April 1, 2008

LEVIN & STEIN

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By: /s/ Jerry H. Stein

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JERRY H. STEIN

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

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