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

17 UNITED STATES DISTRICT COURT

18 EASTERN DISTRICT OF CALIFORNIA

19 ERIC GRANT,

20 Plaintiff,

21 v.

22 KAMEHAMEHA SCHOOLS/BERNICE
PAUAHI BISHOP ESTATE; J. DOUGLAS
ING, NAINOA THOMPSON, DIANE J.
23 PLOTTS, ROBERT K.U. KIHUNE, and
CORBETT A.K. KALAMA, in their capacities
24 as Trustees of the Kamehameha
Schools/Bernice Pauahi Bishop Estate; JOHN
25 DOE; and JANE DOE,

26 Defendants.

27 And Related Cross and Counterclaims.
28

No. 08-00672 FCD-KJM

DECLARATION OF CORBETT A.K.
KALAMA IN SUPPORT OF
KAMEHAMEHA SCHOOLS
DEFENDANTS' MOTION TO DISMISS

Date: October 31, 2008

Time: 10:00 a.m.

Courtroom: 2

Before: Hon. Frank C. Damrell, Jr.

1 I, Corbett A.K. Kalama, declare as follows:

2 1. Since April 1, 2007, I have served as a trustee of the Kamehameha
3 Schools/Bernice Pauahi Bishop Estate (“KS”), and was a trustee at the time the litigation
4 between KS and John and Jane Doe (collectively, the “Does”) was resolved through a settlement
5 agreement.

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

8 3. During my tenure as trustee, the other trustees and I were, at all times, responsible
9 for overseeing the defense of KS’ admissions policies in the lawsuit the Does filed in Hawai`i.
10 We exercised those duties through numerous meetings in Hawai`i with our in-house and outside
11 legal counsel. All of the meetings were convened at KS’ business office in Honolulu, Hawai`i.
12 On some occasions, for convenience, one or more trustees and/or counsel participated by
13 telephone, but on each occasion, the majority of the trustees were in Honolulu, Hawai`i.

14 4. During May of 2007, KS and the Does were engaged in settlement discussions to
15 resolve the Does’ claims against KS. Only the board of trustees, on behalf of KS, could
16 authorize and approve the settlement agreement.

17 5. In May 2007, KS and the Does reached agreement on settlement terms and the
18 terms were memorialized in a settlement agreement (the “Settlement Agreement”).

19 6. On May 10, 2007, while I was in San Diego, California, on non-KS business, I
20 signed the Settlement Agreement in my capacity as a trustee of KS and faxed it to my office in
21 Honolulu, Hawai`i.

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

23 DATED: Honolulu, Hawai`i, June 3, 2008.

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/s/ Corbett A.K. Kalama
CORBETT A.K. KALAMA
(original signature retained by Paul Alston)