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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 ROBERT K.U.
KIHUNE 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, Robert K.U. Kihune, declare as follows:

2 1. I am a trustee of the Kamehameha Schools/Bernice Pauahi Bishop Estate (“KS”),
3 and was a trustee at the time of the litigation between KS and John and Jane Doe (collectively,
4 the “Does”).

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

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

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

16 5. In May 2007, KS and the Does reached agreement on settlement terms and the
17 terms were memorialized in a settlement agreement (the “Settlement Agreement”). On or about
18 May 10, 2007, I signed the Settlement Agreement in my capacity as a trustee of KS. I was in
19 Honolulu, Hawai`i at the time I signed the Settlement Agreement.

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

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

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23

/s/ Robert K.U. Kihune

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ROBERT K.U. KIHUNE
(original signature retained by Paul Alston)

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