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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 CONSTANCE
LAU 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, Constance Lau, declare as follows:

2 1. I was a trustee of the Kamehameha Schools/Bernice Pauahi Bishop Estate (“KS”)
3 from the commencement of the litigation between KS and John and Jane Doe (collectively, the
4 “Does”) until March 31, 2007.

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. During my tenure as a trustee, the other trustees and I were, at all times,
8 responsible for overseeing the defense of KS’ admissions policies in the lawsuit the Does filed in
9 Hawai`i. We exercised those duties through numerous meetings in Hawai`i with our in-house
10 and outside legal counsel. All of the meetings were convened at KS’ business office in
11 Honolulu, Hawai`i. On some occasions, for convenience, one or more trustees and/or counsel
12 participated by telephone, but on each occasion, the majority of the trustees were in Honolulu,
13 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 Francisco, California, on my way back to
20 Hawai`i after attending to business matters in New York that were not related in any way to KS,
21 I signed the Settlement Agreement in my capacity as a former trustee of KS. I faxed my
22 signature page from my hotel to my office in Honolulu, Hawai`i.

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

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

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26

27

28

/s/ Constance Lau
CONSTANCE LAU
(original signature retained by Paul Alston)