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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,
 v.
 21 KAMEHAMEHA SCHOOLS/BERNICE
 22 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,
 Defendants.

26 And Related Cross and Counterclaims.
 27

No. 08-00672 FCD-KJM
 DECLARATION OF DEE JAY A.
 MAILER 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, Dee Jay A. Mailer, declare as follows:

2 1. I am the Chief Executive Officer of the Kamehameha Schools/Bernice Pauahi
3 Bishop Estate (“KS”), and was CEO at the time of the litigation between KS and John and Jane
4 Doe (collectively, 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. Along with the trustees of KS, I was involved in the oversight of the defense of
8 KS’ admissions policies in the lawsuit the Does filed in Hawai`i. I attended numerous meetings
9 with the trustees, and KS’ in-house and outside legal counsel, which were convened at KS’
10 business office in Honolulu, Hawai`i. On some occasions, for convenience, one or more trustees
11 and/or counsel participated by telephone, but on each occasion, I and the majority of the trustees
12 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 CEO 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 6, 2008.

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/s/ Dee Jay A. Mailer
DEE JAY A. MAILER
(original signature retained by Paul Alston)