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

10 UNITED STATES DISTRICT COURT  
 11 EASTERN DISTRICT OF CALIFORNIA

12 ERIC GRANT,	)	CASE NO.:08-00672 FCD-KSM
	)	
13 Plaintiff,	)	DECLARATION OF KEN T. KUNIYUKI IN
	)	SUPPORT OF MOTION FOR TEMPORARY
14 v.	)	RESTRAINING ORDER AND PRELIMINARY
15 KAMEHAMEHA SCHOOLS/BERNICE	)	INJUNCTION
PAUAHU BISHOP ESTATE; J. DOUGLAS ING,	)	
16 NAINOA THOMPSON, DIANE J. PLOTTS,	)	
ROBERT K.U. KIHUNE, and CORBETT A.K	)	
17 KALAMA, in their capacities as Trustees of the	)	
Kamehameha Schools/ Bernice Pauahi Bishop	)	
18 Estate; JOHN DOE; and JANE DOE,	)	
	)	
19 Defendants.	)	
	)	
20 JOHN DOE; and JANE DOE,	)	
	)	
21 Counter-Claimants	)	
	)	
22 v.	)	
23 KAMEHAMEHA SCHOOLS/BERNICE	)	
PAUAHU BISHOP ESTATE; J. DOUGLAS ING,	)	
24 NAINOA THOMPSON, DIANE J. PLOTTS,	)	
ROBERT K.U. KIHUNE, and CORBETT A.K	)	
25 KALAMA, in their capacities as Trustees of the	)	
Kamehameha Schools/ Bernice Pauahi Bishop	)	
26 Estate; and ERIC GRANT,	)	
	)	
27 Counter-Defendants	)	
	)	

1 I, Ken T. Kuniyuki, declare as follows:

2 1. I am an attorney at law duly licensed to practice before all courts of the State of Hawaii  
3 and have applied for admission Pro Hac Vice in this Court. I am a partner in the law firm of Kuniyuki &  
4 Chang, attorneys for Plaintiffs in this action. I have personal knowledge of all facts set forth in this  
5 Declaration and if called upon to testify, I could and would testify competently thereto.

6 2. On February 8, 2008, the Honolulu Advertiser printed an article setting forth the  
7 monetary terms of the settlement between Plaintiffs and the Estate of Bernice Pauahi Bishop and the  
8 Kamehameha Schools (collectively the "Estate"). A true and correct copy of this article is attached as  
9 Exhibit 3 to the Declaration of Jane Doe filed concurrently herewith. The Honolulu Advertiser article  
10 specifically states that the information regarding the terms of the settlement was provided to it by John  
11 Goemans ("Goemans"), an attorney who once represented the Plaintiffs in their prior litigation with the  
12 Estate. Subsequent to the information regarding the terms of the settlement being published in the  
13 Honolulu Advertiser, I have had several telephone conversations with Goemans in which he confirmed  
14 that he was the source of the information to the Honolulu Advertiser regarding the terms of the  
15 settlement, and that he knew that he was acting against the wishes of his former clients when he  
16 disclosed the information in question to the Honolulu Advertiser.

17 3. Subsequent to the publication of the February 28, 2008 article in the Honolulu Advertiser,  
18 I was contacted by telephone by David Schulmeister ("Schulmeister") of the Cades Schutte law, who  
19 represented that his firm was representing the Estate. On March 24, 2008, at Schulmeister request, I met  
20 with him at his office to discuss the Estate's position vis a vis Plaintiffs. During that meeting,  
21 Schulmeister told me, in substance, that: (1) The Estate's position was that Goemans' disclosure of the  
22 monetary terms of the settlement constituted a breach of the confidentiality provision in the settlement  
23 agreement between Plaintiffs and the Estate; (2) That the Estate would be claiming \$2 million in  
24 damages as result of this purported breach; (3) That unless Plaintiffs agreed to deposit \$2 million with  
25 the Court as security for the Estate's claim against Plaintiffs, the Estate would shortly file a breach of  
26 contract action against Plaintiffs; (4) That upon the filing of its action the Estate was also going to seek a  
27 writ of attachment against Plaintiffs to secure its damage claim of \$2 million; and (5) That because the  
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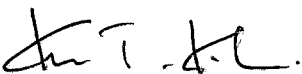
1 Estate was seeking a writ of attachment against Plaintiffs, it intended to disclose the Plaintiffs' identities  
2 in its Court filings.

3 4. According to Schulmeister, the \$2 million in damages that the Estate would be seeking in its  
4 action against Plaintiffs was not based upon any actual out of pocket losses incurred by the Estate as a result  
5 of Goemans' disclosure of the monetary terms of the settlement, but rather on the Estate's position that it  
6 would have settled the case for \$2 million less but for the inclusion of the confidentiality provision.

7 5. On April 2, 2008, I attempted to contact David Schulmeister, attorney for Bishop Estate to  
8 inform him that the Does will be filing an ex parte motion for TRO in federal court in California. His voice  
9 mail, however, indicated that Mr. Schulmeister is out of the office and would not be returning until Monday,  
10 April 7, 2008. I then called and left a message with Mr. Schulmeister's secretary asking her to have any  
11 attorney in the firm of Cades Schutte who represents the estate to call me so I can relay this message.

12 6. Kelly LaPorte an attorney at the Cades firm called me back on the afternoon of April 2, 2008.  
13 I informed him that Eric Grant has filed the declaratory relief action in Federal Court in California against  
14 the Estate and Does and that the Does in response are filing an ex parte temporary restraining order as  
15 preventing the estate from revealing their names. Mr LaPorte asked me to e-mail him a copy of the  
16 underlying Complaint and I agreed to do so.

17 I declare under penalty of perjury that the foregoing is true and correct. Executed on April  
18 3, 2008.

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Ken T. Kuniyuki