

ERIC GRANT, ATTORNEY AT LAW  
8001 Folsom Boulevard, Suite 100  
Sacramento, California 95826  
Telephone: (916) 388-0833

1 Eric Grant (Bar No. 151064)  
Attorney at Law  
2 8001 Folsom Boulevard, Suite 100  
Sacramento, California 95826  
3 Telephone: (916) 388-0833  
Facsimile: (916) 691-3261  
4 E-Mail: grant@eric-grant.com

5 James J. Banks (Bar No. 119525)  
Banks & Watson  
6 Hall of Justice Building  
813 6th Street, Suite 400  
7 Sacramento, California 95814  
Telephone: (916) 325-1000  
8 Facsimile: (916) 325-1004  
E-Mail: jbanks@bw-firm.com

9  
Counsel for Plaintiff and  
10 Counter-Defendant ERIC GRANT

11  
12 UNITED STATES DISTRICT COURT  
13 EASTERN DISTRICT OF CALIFORNIA

14 ERIC GRANT,	) No. 2:08-cv-00672-FCD-KJM
	)
15 Plaintiff,	)
	)
16 v.	) <b>DECLARATION OF PLAINTIFF AND</b>
	) <b>COUNTER-DEFENDANT ERIC GRANT</b>
	) <b>IN SUPPORT OF HIS MOTION FOR</b>
17 KAMEHAMEHA SCHOOLS/BERNICE	) <b>SUMMARY JUDGMENT</b>
PAUAHI BISHOP ESTATE; J. DOUGLAS	)
18 ING, NAINOA THOMPSON, DIANE J.	)
PLOTTS, ROBERT K.U. KIHUNE, and	)
19 CORBETT A.K KALAMA, in their	)
capacities as Trustees of the Kamehameha	)
20 Schools/Bernice Pauahi Bishop Estate;	) Hearing Date: Oct. 31, 2008
JOHN DOE; and JANE DOE,	) Time: 10:00 a.m.
	) Courtroom: 2
21 Defendants.	) Judge: Hon. Frank C. Damrell, Jr.
	)
22	)
23 JOHN DOE and JANE DOE,	)
	)
24 Counter-Claimants,	)
	)
25 v.	)
	)
26 KAMEHAMEHA SCHOOLS/BERNICE	)
PAUAHI BISHOP ESTATE, et al.,	)
27	)
Counter-Defendants.	)
28	)

1 I, Eric Grant, declare as follows:

2 1. I am the Plaintiff and co-counsel for Plaintiff and Counter-Defendant Eric Grant in  
3 the above-entitled case. I make this declaration in support of my motion for summary judgment  
4 filed concurrently herewith. I make the statements of fact in this declaration of my own personal  
5 knowledge. If called as a witness in this proceeding, I could and would competently testify to the  
6 facts set forth herein.

7 2. In the following paragraphs, I refer to Defendants Kamehameha Schools/Bernice  
8 Pauahi Bishop Estate, J. Douglas Ing, Nainoa Thompson, Diane J. Plotts, Robert K.U. Kihune, and  
9 Corbett A.K. Kalama collectively as "KSBE." I refer to Defendants John Doe and Jane Doe, two  
10 individuals whose true identities are known to me, using their "Doe" pseudonyms. I refer to non-  
11 party John Goemans as "Goemans."

12 3. Through its counsel Kathleen Sullivan, KSBE made a written settlement offer to the  
13 Does late in the evening of Wednesday, May 9, 2007. That offer contained the exact dollar figure  
14 to which the settling parties ultimately agreed. On several occasions over the next day or so, I dis-  
15 cussed that figure with Goemans and with the Does. Those discussions included a four-way tele-  
16 phone conference among John Doe, Jane Doe, Goemans, and me during the evening of Thursday,  
17 May 10, 2007, during which the Does decided to accept KSBE's offer. It was after this telephone  
18 conference that the Does affixed their signatures to the appropriate signature page of what was at  
19 that time the current draft of the Doe-KSBE Settlement Agreement.

20 4. At the time I had the above-described discussions with Goemans, I reasonably be-  
21 lieved that he was acting as the Does' counsel. I based this belief upon the following facts, among  
22 others: (1) Goemans participated in the above-described telephone conference with the Does as a  
23 person who was purporting to provide legal advice to the Does; (2) Goemans' name appeared on  
24 all of the pleadings filed on the Does' behalf in their litigation against KSBE, from their complaint  
25 to their most recent pleading, namely, a reply brief filed in the Supreme Court just six weeks prior  
26 to the discussions; (3) Goemans consistently spoke about himself as the Does' counsel, including  
27 by repeatedly referring to his expectation of obtaining "attorney's fees" for his efforts on the Does'  
28 behalf; and (4) the Does never instructed me, or took any action to indicate to me, that Goemans

1 was *not* their counsel. A true and correct copy of the file-stamped cover of the aforementioned re-  
2 ply brief is attached hereto as Exhibit 1.

3 5. On May 20, 2007, I sent Goemans an e-mail message to which was attached the text  
4 of the confidentiality provision of the Doe-KSBE Settlement Agreement—and only that provision.  
5 Except for that provision, neither I nor any of my attorneys or agents provided a copy of the Set-  
6 tlement Agreement to Goemans.

7 6. Settlement of my fee dispute with the Does was memorialized in a document titled  
8 “Settlement and Mutual Release Agreement” and executed in September of 2007. Exhibit 23 to  
9 the Declaration of Paul Alston (doc. 72, filed under seal July 14, 2008) is a true and correct copy  
10 of a redacted version of that agreement.

11 7. On January 18, 2008, my counsel filed in the Sacramento Superior Court a noticed  
12 motion and accompanying papers seeking a protective order against Goemans. Among other pro-  
13 visions, the relief sought by the motion would have ordered Goemans to “continue to perform and  
14 adhere to the terms and conditions set forth in paragraph 7 of the settlement agreement and release  
15 entered into in the Underlying Litigation,” i.e., the confidentiality provision of the Doe-KSBE Set-  
16 tlement Agreement. A true and correct copy of the “Notice of Motion and Motion for Protective  
17 Order” filed on January 18, 2008 is attached hereto as Exhibit 2; and a true and correct copy of the  
18 “[Proposed] Protective Order” filed that same day, with the quoted passage highlighted on Page 3  
19 thereof, is attached hereto as Exhibit 3.

20 8. On February 5, 2008, my counsel obtained from the superior court on an ex parte  
21 basis a temporary protective order against Goemans. Among other provisions, that order expressly  
22 prohibited Goemans from “[d]isclosing, except as set forth in the written Settlement Agreement,  
23 any of the terms of the settlement reached in the Underlying Litigation,” i.e., the Doe-KSBE liti-  
24 gation. A true and correct copy of the “Temporary Protective Order” issued on February 5, 2008,  
25 with the quoted passage highlighted on Page 2 thereof, is attached hereto as Exhibit 4.

26 9. As recounted by the Does’ counsel Ken Kuniyuki in a deposition taken on March 7,  
27 2008, Goemans admitted to Mr. Kuniyuki (in a telephone conversation on February 8, 2008) that,  
28 with respect to the temporary protective order, “his attorney had read it . . . to him over the phone.”

1 A true and correct copy of excerpts of the transcript of Mr. Kuniyuki's deposition, with the quoted  
2 passage highlighted on Page 42 thereof, is attached hereto as Exhibit 5.

3 10. In a declaration executed on March 3, 2008 and submitted to the Sacramento Super-  
4 ior Court on March 17, 2008, Goemans declared: "My attorney advises me that he did convey to  
5 me telephonically on February 5, 2008 about the Court's Order, which I do not dispute but do not  
6 remember." A true and correct copy of Goemans' declaration, with the quoted passage highlighted  
7 on Page 3 thereof, is attached hereto as Exhibit 6.

8 11. I never disclosed or provided or furnished or delivered to the Honolulu media any  
9 information relating to the Doe-KSBE settlement that had not already been disclosed to the public  
10 by KSBE.

11 12. Late in the evening of March 25, 2008, I sent an e-mail message to KSBE's coun-  
12 sel Kathleen Sullivan, in which message I stated: "I have been informed that Kamehameha Schools  
13 has threatened to sue ME (in addition to the Does) [for breach of the Doe-KSBE Settlement Agree-  
14 ment]. . . . I hope that you will tell me that I have been misinformed." Ms. Sullivan acknowledged  
15 receiving my message the following morning, but she never otherwise responded to that message.  
16 A true and correct copy of my e-mail exchange with Ms. Sullivan is attached hereto as Exhibit 7.

17 I declare under penalty of perjury under the laws of the United States of America that the  
18 foregoing is true and correct. Executed on October 3, 2008.

19 /s/ Eric Grant  
20 ERIC GRANT  
21  
22  
23  
24  
25  
26  
27  
28

# Exhibit 1

Supreme Court, U.S.  
FILED

MAR 27 2007

OFFICE OF THE CLERK

No. 06-1202

---

**In the Supreme Court of the United States**

---

JOHN DOE, A MINOR, BY HIS MOTHER  
AND NEXT FRIEND, JANE DOE

*Petitioner*

*v.*

KAMEHAMEHA SCHOOLS/BERNICE  
PAUHI BISHOP ESTATE, ET AL.

*Respondents*

---

ON PETITION FOR WRIT OF CERTIORARI TO THE  
UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

---

**REPLY BRIEF FOR THE PETITIONER**

---

ERIC GRANT  
(*Counsel of Record*)  
ATTORNEY AT LAW  
Suite 100  
8001 Folsom Boulevard  
Sacramento, California 95826  
(916) 388-0833

JOHN W. GOEMANS  
120 South Reeves Drive  
Beverly Hills, California 90212  
(808) 937-9111

*Counsel for Petitioner*

---

# Exhibit 2

1 JAMES J. BANKS (SBN 119525)  
BANKS & WATSON  
2 Hall of Justice Building  
813 6th Street, Suite 400  
3 Sacramento, CA 95814-2403  
(916) 325-1000  
4 (916) 325-1004 (facsimile)

5 Attorneys for Plaintiff  
ERIC GRANT  
6  
7

FILED  
ENDORSED

2008 JAN 18 PM 4:19

LAW AND MOTION #1

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SACRAMENTO  
10

11 ERIC GRANT,

12 Plaintiff,

13 v.

14 JOHN GOEMANS, and ROES 1 through 10,  
inclusive,

15 Defendants.  
16

) Case No.: 07AS04172  
)  
)

) NOTICE OF MOTION AND MOTION FOR  
) PROTECTIVE ORDER  
)

) DATE: February 19, 2008  
)

) TIME: 9:00 A.M.  
)

) DEPT: 54  
)

) Complaint filed: September 11, 2007  
)  
17

18 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

19 PLEASE TAKE NOTICE that on February 19, 2008 at 9:00 A.M., or as soon thereafter as the  
20 matter may be heard in Department 54 of the above-captioned Court, located at 720 Ninth Street,  
21 Sacramento, California 95814, plaintiff Eric Grant ("Mr. Grant"), will and hereby does move the Court  
22 for a Protective Order requiring defendant John Goemans ("Mr. Goemans") to maintain and protect the  
23 confidentiality of the identity of plaintiffs Jane Doe and John Doe in that certain litigation stylized *Doe*  
24 *v. Kamehameha Schools/Bernice Pauahi Bishop Estate, et al.*, Case No. 03-00316 filed in the United  
25 States District Court for the District of Hawaii, and of the terms of the settlement reached in that  
26 litigation.

27 This Motion is made on the grounds that the subject matter of the *Doe v. Kamehameha Schools*  
28 litigation was extremely controversial. Plaintiffs therein were designated John Doe and Jane Doe



1 because the litigation involved a danger of invasion of privacy, retaliation and physical or mental harm  
2 to such a degree that the plaintiffs litigated that case using fictitious names. The need for those plaintiffs  
3 to remain anonymous continues to the present. Further the settlement agreement resolving the *Doe v.*  
4 *Kamehameha Schools* litigation *requires* the parties to maintain the terms of the settlement and the  
5 identities of the plaintiffs therein confidential. Disclosure of either could result in significant liquidated  
6 damages and irreparable harm to the plaintiffs as well as to the parties to this litigation.

7 This Motion will be based on this Notice of Motion and Motion, the accompanying  
8 Memorandum, the supporting declarations of Eric Grant and James J. Banks, and all pleadings and  
9 documents in this Court's file in this proceeding and on such oral and documentary evidence as may be  
10 presented at the hearing on this Motion.

11 Pursuant to Local Rule 3.04, the Court will make a tentative ruling on the merits of this matter by  
12 2:00 P.M., the court day before the hearing. To receive the tentative ruling, call the department in which  
13 the matter is to be heard at (916) 448-8234. If you do not call the Court and the opposing party by  
14 4:00 P.M. the court day before the hearing, no hearing will be held.

15  
16 DATED: January 18, 2008

BANKS & WATSON

17  
18 By: 

JAMES J. BANKS  
Attorneys for Plaintiff ERIC GRANT

1 **BANKS & WATSON**

2 **CASE NAME:** *Eric Grant v. John Goemans, et al.*

3 **COURT:** **Sacramento County Superior Court**

4 **CASE NO:** **07AS04172**

5 **PROOF OF SERVICE**

6 STATE OF CALIFORNIA )  
7 ) ss.  
8 COUNTY OF SACRAMENTO )

9 At the time of service, I was over 18 years of age and not a party to this action. My business  
10 address is 813 Sixth Street, Suite 400, Sacramento, California 95814.

11 On January 18, 2008, I served the within copy of:

12 **NOTICE OF MOTION AND MOTION FOR PROTECTIVE ORDER**

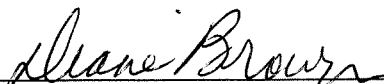
13 on the person(s) below, as follows:

14 Mr. John Gardner Hayes  
15 11150 West Olympic Boulevard  
16 Suite 1050  
17 Los Angeles, CA 90064

Attorney for Defendant John Goemans

18 (✓) **BY UNITED STATES MAIL** – I enclosed the document in a sealed envelope or package  
19 addressed to the person(s) at the address(es) listed above and placed the envelope for collection  
20 and mailing, following our ordinary business practices. I am readily familiar with this office's  
21 practice for collection and processing correspondence for mailing. On the same day that  
22 correspondence is placed for collection and mailing, it is deposited in the ordinary course of  
23 business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I  
24 am employed in the county where the mailing occurred. The envelope or package was placed in  
25 the mail at Sacramento, California.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
27 true and correct. Executed on January 18, 2008, at Sacramento, California.

28   
Diane Brown

# Exhibit 3

1 JAMES J. BANKS (SBN 119525)  
2 BANKS & WATSON  
3 Hall of Justice Building  
4 813 6th Street, Suite 400  
5 Sacramento, CA 95814-2403  
6 (916) 325-1000  
7 (916) 325-1004 (facsimile)

8 Attorneys for Plaintiff  
9 ERIC GRANT



10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 IN AND FOR THE COUNTY OF SACRAMENTO

13 ERIC GRANT,

14 Plaintiff,

15 v.

16 JOHN GOEMANS, and ROES 1 through 10,  
17 inclusive,

18 Defendants.

) Case No.: 07AS04172

) [PROPOSED] PROTECTIVE ORDER

) DATE: February 19, 2008

) TIME: 9:00 A.M.

) DEPT: 54

) Complaint Filed: September 11, 2007

19 Recitals

20 WHEREAS, in or about June 2003, Plaintiff Eric Grant caused to be filed certain litigation in the  
21 United States District Court for the District of Hawaii, Case No. 03-00316, styled *Doe v. Kamehameha*  
22 *Schools/Bernice Pauahi Bishop Estate, et al.* (hereafter "Underlying Litigation");

23 WHEREAS, the plaintiffs in the Underlying Litigation were designated John Doe and Jane Doe  
24 because that litigation was extremely controversial and involved a danger of invasion of privacy,  
25 retaliation and physical or mental harm to such a degree that the district court permitted the plaintiffs to  
26 litigate that case using fictitious names;

27 WHEREAS, on or about May 11, 2007, the parties in the Underlying Litigation entered into a  
28 settlement and general release agreement. Paragraph 7 of the settlement and general release provides  
that the terms of the settlement and the true names and addresses or any other information identifying  
John Doe and Jane Doe or their family are confidential and will not be disclosed by any party or

1 attorney, save and except in very narrow circumstances, namely, when necessary to effectuate the  
2 purposes and benefits of the settlement agreement; when necessary to obtain tax, accounting, legal, or  
3 other professional advice, or pursuant to a court order or other legal requirement; and

4 WHEREAS, the parties have a continuing duty to maintain confidential the true names and  
5 addresses and any other information identifying the Doe plaintiffs and their family and the terms of the  
6 settlement in the Underlying Litigation;

7 IT IS THEREFORE ORDERED that the production of Confidential Information in This Action  
8 will be governed by the following terms and conditions:

9 **Definitions**

10 a. The term "This Action" as used herein means this case, Sacramento Superior case  
11 number 07AS04172, styled *Eric Grant v. John Goemans, et al.*

12 b. The term "Underlying Litigation" as used herein means the case filed in the United States  
13 District Court for the District of Hawaii, Case No. 03-00316, styled *Doe v. Kamehameha*  
14 *Schools/Bernice Pauahi Bishop Estate, et al.*

15 c. The term "Confidential Information" as used herein means any information identifying or  
16 leading to the identification, including but not limited to names and addresses, of the plaintiffs in the  
17 Underlying Litigation or of their family members and also means any information relating to the terms  
18 of the settlement of the Underlying Litigation and the settlement agreement.

19 d. The term "Disclose" as used herein means to show, give, make available or  
20 communicate, in any fashion, to any person, any information, document, information concerning the  
21 content of any document, or any portion of the Confidential Information.

22 e. The term "Document" as used herein is synonymous in meaning and equal in scope to the  
23 usage of the term "writing" in California Evidence Code section 250. A draft or non-identical copy is a  
24 separate Document within the meaning of the term.

25 f. The term "Person" as used herein means any natural person, corporation, partnership,  
26 sole proprietorship, group, association, organization, business entity, governmental body or agency.

1 g. The term “Producing Person” as used herein means any Person, whether a party or  
2 non-party, who produces any information, whether oral or documentary or other tangible form, in  
3 response to any discovery method permitted by the California Rules of Civil Procedure.

4 h. The term “Qualified Person” as used herein means: (i) any individual who is a party to  
5 This Action; (ii) outside counsel engaged to represent one of the parties to This Action, including  
6 necessary legal assistants and secretarial, stenographic and clerical employees actually assisting such  
7 counsel; (iii) outside independent experts and consultants of the parties who are assisting counsel  
8 identified in (iv) of This Action and any necessary assistants and secretarial, stenographic or clerical  
9 employees under their direct supervision and employed by them; (v) the Court and Court personnel,  
10 including stenographic reporters; (vi) court reporters and videographers at deposition; and (vii) any other  
11 Person mutually agreed to by the parties.

12 i. The term “Receiving Party” as used herein means any Person to whom Confidential  
13 Information is disclosed in This Action in response to any discovery method permitted by the California  
14 Rules of Civil Procedure.

15 j. The term “termination of This Action” as used herein means sixty (60) days after the  
16 entry of the final judgment or stipulation of dismissal in the event of settlement, or in the case of an  
17 appeal, the date when the appeals are finally resolved.

#### 18 Order

19 1. The parties to This Action will continue to perform and adhere to the terms and  
20 conditions set forth in paragraph 7 of the settlement agreement and release entered into in the  
21 Underlying Litigation.

22 2. Any information, Document, or thing produced in connection with This Action that is  
23 reasonably believed by the Producing Party to contain Confidential Information will be marked as  
24 “Confidential Information Subject to Protective Order.” Such designation by the Producing Party shall  
25 be made pursuant to a bona fide determination that such materials or information contain or reveal  
26 confidential matters. Further designation shall be made, prior to filing any such documents with the  
27 Court, by proceeding and stamping such pleadings or other papers as outlined in paragraph 9 herein. As  
28 used herein, Confidential Information includes: (a) all papers, tapes, documents (including answers to

1 interrogatories or requests for admission), disks, diskettes and other tangible things produced by or  
2 obtained from any Person in connection with This Action; (b) transcripts of depositions herein and  
3 exhibits thereto; and (c) all copies, extracts and complete or partial summaries prepared from such  
4 papers, documents or things.

5         3.       Should any party object to a Confidential Information designation, whether that  
6 designation is "Confidential" or "Confidential Material Subject To Protective Order Trial Attorney  
7 Only," and should the parties be unable to resolve the objection informally, the objecting party may  
8 move for an order determining whether the materials are properly designated. Until a motion is filed  
9 and resolved by the Court, all materials designated either "Confidential" or "Confidential Material  
10 Subject To Protective Order Trial Attorney Only," should be treated in accordance with this Order.

11         4.       A party, by producing Confidential Information does not waive its claimed privileges and  
12 retains any and all objections to admissibility at trial, arbitration and in appellate proceedings of those  
13 documents, information or things.

14         5.       Confidential Information may be disclosed by a Receiving Party as follows:

15               a.       The named Parties;

16               b.       The attorneys of record for the Receiving Party, their respective associates, clerks,  
17 legal assistants, stenographic and support personnel, and organizations retained by such attorneys to  
18 provide litigation support services in this Action and the employees of said organizations;

19               c.       Independent experts and consultants retained in this Action by the attorneys for  
20 such receiving party, and the employees of such experts and consultants who are assisting them;

21               d.       Other Persons as hereafter may be designated by written agreement of all parties  
22 in this Action or by order of the Court, such order obtained on noticed motion, permitting disclosure;

23               e.       Other Qualified Persons as defined herein.

24         6.       All information designated as "Confidential" or "Confidential Material Subject To  
25 Protective Order Trial Attorney Only" pursuant to this Protective Order may be disclosed by the  
26 Receiving Party only to Qualified Persons as defined above, and as limited by Paragraph 5, who shall  
27 have read this Order and who (unless they are Qualified Persons as described above) shall have signed a  
28

1 written certification in the form attached to this Protective Order as Exhibit A prior to any such  
2 examination of Confidential Information. Each party shall maintain a file containing such certifications.

3         7. In the event that any question is asked at a deposition that calls for the disclosure of  
4 Confidential Information, the witness shall answer such question unless otherwise instructed not to  
5 answer on the basis of a valid objection, provided that the only persons in attendance at the deposition  
6 are Persons who are qualified to receive Confidential Information pursuant to this Order. Counsel for  
7 the person claiming confidentiality may designate additional portions of the deposition by making a  
8 statement for inclusion in the deposition transcript, or within thirty (30) days after receipt of the  
9 deposition transcript by notifying opposing counsel in writing. Counsel taking a deposition shall  
10 designate as Confidential Information Subject to Protective Order those portions of the deposition that  
11 relate or refer to documents previously designated confidential for thirty (30) days after receipt thereof  
12 by counsel in order to allow counsel and/or parties to designate portions of the transcript as confidential  
13 which may have not been so designated at the time of the deposition. All transcripts of depositions shall  
14 be treated as confidential until thirty (30) days after receipt thereof by counsel for the parties and  
15 counsel for the witness. When Confidential Information is incorporated in a deposition transcript, the  
16 person designating such information confidential shall make arrangements with the reporter not to  
17 disclose any information except in accordance with the terms of this Order, and to place the following  
18 notice on the envelope containing the confidential portions of the transcript and any exhibits containing  
19 information designated confidential annexed thereto:

20                 CONFIDENTIAL INFORMATION. Subject to Protective Order in *Eric*  
21                 *Grant v. John Goemans*, Sacramento Superior Court Case  
                    No. 07AS04172.

22         8. Confidential Information shall be used by the party and Person(s) to whom it is disclosed  
23 solely in preparation for arbitration or trial of This Action, and any appellate proceeding concerning This  
24 Action. Confidential Information shall not be used by such party or persons for any other purposes,  
25 unless as allowed by paragraph 7 of the settlement agreement entered into in the Underlying Litigation  
26 or agreed to in writing by all parties to this Action and as authorized by further order of the Court. No  
27 person who is furnished Confidential Information shall disclose it to any person not entitled under this  
28 Order to receive it.



1           9.     Subject to the provisions of California Rules of Court, rules 2.550 and 2.551, if  
2 Confidential Information is to be included in any papers to be filed in Court, such papers shall be labeled  
3 “Confidential Information Subject to Protective Order of the Sacramento County Superior Court,” and  
4 filed under seal, with a statement substantially in the following form:

5                     This envelope, containing documents which are filed in this case by [name  
6 of party], is subject to an Order of Court and is not to be opened and the  
7 contents are not to be displayed or revealed except to the Court or to  
8 counsel for the parties to this case unless otherwise ordered by this Court.

8           10.     If information or documents considered to be Confidential Information is to be discussed  
9 or disclosed in a deposition, any party claiming confidentiality may exclude from the room any person  
10 who is not entitled to receive information or documents, or other things designated as Confidential  
11 Information.

12           11.     This Order shall be without prejudice to the right of any party to bring before the Court  
13 the question of: (i) whether any particular material is or is not privileged; or (ii) whether any particular  
14 material is or is not relevant to any issue of this case, provided the party has complied with the foregoing  
15 procedures; or (iii) a motion to seal records containing Confidential Information if those records are  
16 going to be used at trial or submitted as a basis for adjudication of matters other than discovery motions  
17 or proceeding pursuant to Rules of Court 2.550 and 2.551. No party by stipulating to this Order  
18 concedes that the documents designated as Confidential Information in fact contain or reflect trade  
19 secrets, proprietary, confidential, or sensitive information.

20           12.     At the conclusion of this Action, all documents designated as Confidential Information  
21 and all copies thereof, and all documents which contain such information shall, upon the request of the  
22 party furnishing such Confidential Information, be: (i) delivered to the party that furnished such  
23 Confidential Information; or (ii) destroyed in lieu of delivery to the furnishing party, in which event  
24 counsel shall give written notice of such destruction to opposing counsel.

25           13.     The Court retains jurisdiction even after termination of this Action to make such  
26 amendments, modifications, deletions and additions to this Order as the Court may from time to time  
27 deem appropriate. The parties hereto reserve all rights to apply to the Court for an order: (i) modifying  
28 this Order; (ii) seeking further protection against discovery or other use of Confidential Information, or

documents, or other materials reflecting Confidential Information; or (iii) seeking further production, discovery, disclosure, or use of claimed Confidential Information, or documents, transcripts, or other materials reflecting Confidential Information.

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

**EXHIBIT "A" TO PROTECTIVE ORDER**

I hereby acknowledge that I, \_\_\_\_\_ [name] \_\_\_\_\_, \_\_\_\_\_ [position] of  
employment] \_\_\_\_\_, am about to receive confidential information supplied in connection with the  
litigation entitled *Eric Grant v. John Goemans*, Sacramento Superior Court Case 07AS04172 (the  
"Action"). I certify my understanding that such information is to be provided to me pursuant to the  
terms and restrictions of the court Order of \_\_\_\_\_ [date] \_\_\_\_\_ in the Action, and that I have been  
given a copy of and have read said Order and agree to be bound by the terms thereof. I understand that  
such information and any copies I make of any documentary material containing confidential  
information shall not be disclosed to any persons other than "qualified persons" as defined in the  
Protective Order. I hereby consent to the jurisdiction of the Superior Court of the State of California,  
County of Sacramento, with respect to any proceedings relative to the enforcement of that Order,  
including, without limitation, any proceeding relating to contempt of court.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

1 **BANKS & WATSON**

2 **CASE NAME:** *Eric Grant v. John Goemans, et al.*

3 **COURT:** **Sacramento County Superior Court**

4 **CASE NO:** **07AS04172**

5 **PROOF OF SERVICE**

6 STATE OF CALIFORNIA )  
7 ) ss.  
8 COUNTY OF SACRAMENTO )

9 At the time of service, I was over 18 years of age and not a party to this action. My business  
10 address is 813 Sixth Street, Suite 400, Sacramento, California 95814.

11 On January 18, 2008, I served the within copy of:

12 **[PROPOSED] PROTECTIVE ORDER**


13 on the person(s) below, as follows:

14 Mr. John Gardner Hayes  
15 11150 West Olympic Boulevard  
16 Suite 1050  
17 Los Angeles, CA 90064

Attorney for Defendant John Goemans

18 (✓) **BY UNITED STATES MAIL** – I enclosed the document in a sealed envelope or package  
19 addressed to the person(s) at the address(es) listed above and placed the envelope for collection  
20 and mailing, following our ordinary business practices. I am readily familiar with this office's  
21 practice for collection and processing correspondence for mailing. On the same day that  
22 correspondence is placed for collection and mailing, it is deposited in the ordinary course of  
23 business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I  
24 am employed in the county where the mailing occurred. The envelope or package was placed in  
25 the mail at Sacramento, California.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
27 true and correct. Executed on January 18, 2008, at Sacramento, California.

28   
Diane Brown

# Exhibit 4

1 JAMES J. BANKS (SBN 119525)  
2 ROBERTA LINDSEY SCOTT (SBN 117023)  
3 BANKS & WATSON  
4 Hall of Justice Building  
5 813 6th Street, Suite 400  
6 Sacramento, CA 95814-2403  
7 (916) 325-1000  
8 (916) 325-1004 (facsimile)  
9 Attorneys for Plaintiff  
10 ERIC GRANT

FILED  
ENDORSED

2008 FEB -5 PM 1:42

SACRAMENTO COURTS  
DEPT. #54

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 IN AND FOR THE COUNTY OF SACRAMENTO

13 ERIC GRANT,

14 Plaintiff,

15 v.

16 JOHN GOEMANS, and ROES 1 through 10,  
17 inclusive,

18 Defendants.

Case No.: 07AS04172

[PROPOSED] TEMPORARY PROTECTIVE  
ORDER

DATE: February 5, 2008

TIME: 1:30 P.M.

DEPT: 54

Complaint filed: September 11, 2007

19 On reading plaintiff Eric Grant's *ex parte* Application and supporting documents and considering  
20 the oral arguments, it appears to the satisfaction of the Court that this is a proper cause for granting a  
21 temporary protective [restraining] order in that, unless the temporary relief prayed for be granted,  
22 irreparable injury will result to plaintiff before the matter can be resolved at the February 19, 2008  
23 scheduled hearing.

24 IT IS THEREFORE HEREBY ORDERED that pending the hearing and determination of  
25 plaintiff Eric Grant's motion for a protective order, set for February 19, 2008, defendant John Goemans  
26 and his agents, servants, employees and representatives shall and are hereby enjoined and restrained  
27 from engaging in, committing or performing, directly or indirectly, any and all of the following acts:

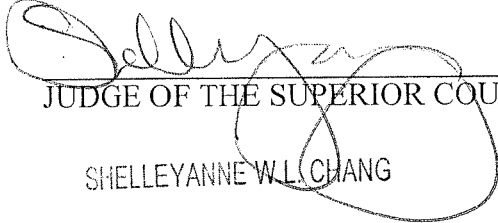
28 1. Disclosing under any circumstances the identities or any information leading or relating  
to the identities of the plaintiffs known as Jane Doe and Joe Doe as designated in the *Doe v.*

1 Kamehameha Schools/Bernice Pauahi Bishop Estate, et al. litigation, Case No. 03-00316, in the United  
2 States District Court for the District of Hawaii (the "Underlying Litigation"); and

3 2. Disclosing, except as set forth in the written Settlement Agreement, any of the terms of  
4 the settlement reached in the Underlying Litigation.

5 IT IS FURTHER ORDERED that this temporary protective [restraining] order shall remain in  
6 effect until February 19, 2008 and shall dissolve by its terms following entry by the Court of an order on  
7 the duly noticed motion.

8  
9 DATED: FEB - 5 2008, 2008

  
JUDGE OF THE SUPERIOR COURT

SHELLEYANNE W.L. CHANG

10  
11  
12  
13 It's Counsel is further ordered to serve A's Counsel  
14 with copies of all moving / ex parte papers and this  
15 order by 4:30pm on 2/5/08.  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# Exhibit 5



SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SACRAMENTO

ERIC GRANT,  
Plaintiff,  
vs.  
JOHN GOEMANS, and ROES 1  
through 10, inclusive,  
Defendants.

VIDEOTAPED DEPOSITION OF KEN T. KUNIYUKI

Taken on behalf of the Plaintiff pursuant to Notice, on Friday, March 7, 2008, commencing at 2:37 p.m., at the Law Office of Kuniyuki & Chang, Pauahi Tower, 1003 Bishop Street, Suite 2660, Honolulu, Hawaii 96813.

## 1 APPEARANCES:

2 For Plaintiff:

3 JAMES J. BANKS, ESQ.  
4 Banks & Watson  
Hall of Justice Building  
5 813 6th Street, Suite 400  
Sacramento, California 95814-2403  
6 (916) 325-1000

7 For Defendant:

8 JOHN HAYES, ESQ. (via telephone)  
11150 West Olympic Boulevard, Suite 1050  
9 Los Angeles, California 90064  
(310) 478-4711

10 Also Present:

11 Steven Kanemori, Certified Legal Video  
Specialist

12 Eric Grant, Plaintiff (via telephone)

13  
14  
15  
16  
17  
18 REPORTED BY: Laura Savo, CSR No. 347  
Notary Public, State of Hawaii19  
20 -oOo-

1       you learned about the February 8th, 2008, news  
2       article have any discussions with Mr. Goemans about  
3       that article?

4             A     Yes. When I arrived at the office on  
5       February 8th, I had a voicemail from Mr. Goemans  
6       which I have a copy of here.

7             Q     And is the -- is that the voicemail  
8       message that you have a recording of?

9             A     Yes, it is.

10            Q     Okay. Could you play that recording,  
11       please.

12            A     Okay.

13                   (The following recording was played:

14                   "This is John Goemans calling Ken.

15                   It's about 9:00 o'clock your time,

16                   about 2:00 o'clock mine. My number is

17                   (808) 927-9111. Thanks.")

18                   THE WITNESS: That's it.

19       BY MR. BANKS:

20            Q     Okay. And do you recognize the voice  
21       that you just heard?

22            A     Well, that's the same person I've been  
23       talking to since the previous July.

24            Q     Okay. And that's a -- that is a  
25       voicemail message that you received when?

1 A When I -- when I came into my office.

2 Q And on February -- February 8th, 2008?

3 A That's correct.

4 Q Okay. And did you return Mr. Goemans'  
5 call?

6 A Immediately.

7 Q Okay. And did he and you speak?

8 A Yes.

9 Q And what did you talk about?

10 A I told Mr. Goemans I was very  
11 disappointed because when I woke up on February  
12 8th, I saw the article, the lead article in the  
13 Honolulu Advertiser. It was the article above the  
14 fold in bold. And I asked him why he talked to Jim  
15 Dooley about it. It was my understanding that  
16 if -- all the Goemans was going to do was file a  
17 lawsuit here and give me two weeks notice before he  
18 did so. Instead, he apparently called Jim Dooley  
19 and discussed this entire case with him.

20 Q And did Mr. Goemans say anything in  
21 response to your expression of disappointment?

22 A Well, first of all, I said didn't his  
23 attorney tell him about the protective order, and  
24 he said his attorney had read it -- read it to him  
25 over the phone. And I said, "Well, why did you

1       violate the protective order?"

2                   And he said, No. 1, the protective order  
3       was acquired ex parte without his knowledge or  
4       input.

5                   No. 2, he did not feel that the court in  
6       which it was filed had jurisdiction over him, and  
7       he said he had expressed that concern to his own  
8       attorney.

9                   No. 3, he felt that he had a higher duty  
10      since the estate could not hide the amount of the  
11      settlement from the general public under IRS rules,  
12      and he did tell me that he did not feel he was  
13      bound to the settlement agreement because he was  
14      not the attorney of record for the Does on the Writ  
15      of Certiorari; he did not sign the settlement  
16      agreement, and that he did point out to me that he  
17      did not reveal the names of the Does in his  
18      discussions with Mr. Doolley.

19                  Q     Did Mr. Goemans tell you when he had had  
20      his discussion with Mr. Doolley?

21                  A     I asked him that. He said the previous  
22      day.

23                  Q     That would be February 7th --

24                  A     That's correct.

25                  Q     -- 2008?

# Exhibit 6

FILED  
**ORIGINAL**  
INDEXED

2008 MAR 17 PM 1:36

SACRAMENTO COURTS  
DEPT. #53 #54

**JOHN GARDNER HAYES, SB #41391**  
**LAW OFFICES JOHN GARDNER HAYES**  
**A Professional Corporation**  
**11150 Olympic Boulevard, Suite 1050**  
**Los Angeles, California 90064**  
**Telephone: (310) 478-4711**

**Attorneys for Defendant**  
**JOHN GOEMANS**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SACRAMENTO**

<b>ERIC GRANT,</b>	)	<b>CASE NO. 07AS04172</b>
	)	
<b>Plaintiff,</b>	)	<b>DECLARATION OF JOHN GOEMANS</b>
<b>vs.</b>	)	
	)	
<b>JOHN GOEMANS and DOES 1-10,</b>	)	
<b>Inclusive,</b>	)	
	)	
<b>Defendants.</b>	)	
_____	)	

1. Although it would be my desire to personally appear before this Court to respond to the Contempt charges, unfortunately, my health and financial circumstances do not permit me to do so.

2. I am nearly 74 years of age. Back in the Summer of 2007, I had a heart attack and subsequently underwent open heart surgery and the replacement of my aorta valve performed at Cedars Sinai Hospital in the Los Angeles. I remained in the hospital for 5 weeks rehabilitating. Thereafter, I developed bladder problems which then caused me to undergo prostatectomy to reduce the size of my prostate. This procedure unfortunately led to the development of a recurrent urinary tract infection, as a side effect, and for which I continue to be plagued with to date. I am not

1 medically or mentally 100%. I was forced to leave California because of lack of funds and I had to  
2 discontinue my ongoing treatment at Cedars Sinai as a result of the move. I am currently living  
3 with a relative in Florida.

4           3. I was not consulted about nor did I ever sign the settlement agreement and did not  
5 learn of the settlement between the Does and the school until after it occurred. If I had been  
6 consulted, I would not have agreed to keep confidential the terms of the settlement because of my  
7 belief that this is public information.

8           4. Why I believe that this information cannot be kept confidential, is that the school is  
9 a tax exempt organization by law. Their financial records and tax returns are open to the public,  
10 available on the internet, and under the scrutiny of the IRS and the attorney general's office for the  
11 State of Hawaii. The school, by insisting on the confidentiality of the terms of the settlement, was  
12 trying to keep this information secret from the general public which is in direct conflict with their  
13 obligation to make their financial information, including expenditures, open and available to the  
14 public by virtue of their charitable trust status.

15           Before I made this information known, I wanted to make sure my understanding was  
16 correct. In an effort to confirm this belief, I called the IRS Exempt Organization Unit in Houston,  
17 Texas to inquire whether a multi-million dollar settlement payment by such an organization could  
18 be kept confidential. The agent confirmed that this was public information and laughed at the  
19 concept that it could be kept confidential.

20           By way of explanation, the proximity of my communication with Mr. Dooley of the  
21 Honolulu Advertiser was not any effort to purposely thwart the Court's order but was occasioned  
22 by my coming upon information that both the lawyer for the school and Mr. Grant were both going  
23 to be in Honolulu at a symposium on February 7, 2008 at the University of Hawaii Law School  
24  
25  
26  
27  
28



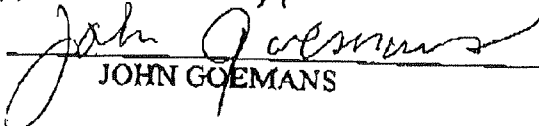
1 and that this would be an appropriate forum and time to make this known. If the conference was a  
2 week earlier, I would have done it at that time.

3 5. I want to emphasize to the Court that it was not my intent to deliberately and  
4 knowingly violate the Court's order. My attorney advises me that he did convey to me  
5 telephonically on February 5, 2008 about the Court's Order, which I do not dispute but do not  
6 remember. I am having memory problems and I know mentally I am not the same. I can represent  
7 to the Court that I did not appreciate what my counsel told me and the significance of it. I did not  
8 make any distinction, in terms of any obligations imposed on me, between the settlement  
9 agreement's confidentiality clause and the Order of the Court. In my mind, the terms of the  
10 settlement would be and should be open to the public and could not be kept confidential.  
11

12 6. I want to further assure the Court that the Doe Plaintiffs were my clients and I  
13 understand the potential harm that could come to them should there names be known and I have no  
14 intent on divulging that information.  
15

16 I would ask for this Court to try to understand my thinking and what led to this disclosure.  
17 To the extent that I may have been wrong in my understanding as to my right and obligation to  
18 make this information known to the public, I apologize to the Court.  
19

20 I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct. Executed this 3rd day of March in Miramar FL,  
22

23   
24 JOHN GOEMANS  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

PROOF OF SERVICE  
BY MAIL DELIVERY - CIVIL

I, EDEN MAMAAT, am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and am not a party to the within action; my business address is 11400 Olympic Boulevard, Suite 600, Los Angeles, California 90064.

On March 14, 2008 I served the foregoing document described as follows:  
OPPOSITION AND DEFENSE TO THE ORDER TO SHOW CAUSE RE:  
CONTEMPT; DECLARATION OF JOHN GOEMANS; DECLARATION OF  
JOHN GARDNER HAYES IN SUPPORT OF OPPOSITION AND DEFENSE TO  
THE ORDER TO SHOW CAUSE RE: CONTEMPT on all parties in this action by  
placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Roberta Scott, Esq.  
James Banks, Esq.  
BANKS & WATSON  
Hall of Justice Building  
813 6<sup>th</sup> Street, Suite 400  
Sacramento, California 95814  
Tel: (916) 325-1000

X I caused such envelope to be delivered via overnight mail - FEDERAL EXPRESS - by depositing said enveloped in the designated collection bin of FEDERAL EXPRESS.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of a party served, service is presumed invalid if the postal cancellation date or postage meter date is more than 1 day after the date of deposit for mailing in the affidavit.

Executed on March 14, 2008 at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

\_\_\_\_\_  
EDEN MAMAAT

# Exhibit 7

## Eric Grant

---

**From:** Eric Grant [grant@eric-grant.com]  
**Sent:** Tuesday, March 25, 2008 11:43 PM  
**To:** 'Kathleen M. Sullivan'  
**Subject:** KSBE v. Grant?

Kathleen,

When we spoke last evening, I was under the impression that Kamehameha Schools had threatened to sue my former clients the Does for breach of the May 2007 settlement agreement. I gave you some reasons why I believe such a lawsuit would gravely disserve the interests of all parties, especially including your client.

Since we spoke, I have been informed that Kamehameha Schools has threatened to sue ME (in addition to the Does). I was stunned by this information, for I cannot conceive of any reason save sheer malice why the Schools (or any of its attorneys) would even contemplate an action against me.

I hope that you will tell me that I have been misinformed. If not, I hope that you will endeavor to convince your client and co counsel that suing me is wrong, as in both wicked and legally groundless. Perhaps someone is laboring under a misimpression about my role in the alleged breach; I expect that you and I could quickly clear up any such misimpression.

If your client's threat is real, and if it is carried out, I shall be disappointed as well as angry. All parties and attorneys who are involved in a lawsuit against me may be assured that I will respond with the same zeal and determination that I brought to the Doe litigation.

Cordially,  
Eric Grant  
Attorney at Law  
8001 Folsom Boulevard, Suite 100  
Sacramento, California 95826  
Telephone: (916) 691 0362  
Facsimile: (916) 691 3261  
<http://www.eric-grant.com>

## Eric Grant

---

**From:** Kathleen Sullivan [kathleensullivan@quinnemanuel.com]  
**Sent:** Wednesday, March 26, 2008 7:09 AM  
**To:** Eric Grant  
**Subject:** RE: KSBE v. Grant?

Eric,

Thanks for informing me of this development. I will make your views known to my client and certainly will let you know if I have any useful information to relay back.

Best,  
Kathleen

Kathleen Sullivan  
Quinn Emanuel Urquhart Oliver & Hedges, LLP  
51 Madison Avenue, 22nd Floor  
New York, NY 10010  
Direct: (212) 849-7327  
Main Phone: (212) 849-8100  
Main Fax: (212) 849-8200  
E-mail: kathleensullivan@quinnemanuel.com  
Web: www.quinnemanuel.com

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may be an attorney-client communication and/or work product and as such is privileged and confidential. If the reader of this message is not the intended recipient or agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

-----Original Message-----

From: Eric Grant [mailto:grant@eric-grant.com]  
Sent: Wednesday, March 26, 2008 2:43 AM  
To: Kathleen Sullivan  
Subject: KSBE v. Grant?

Kathleen,

When we spoke last evening, I was under the impression that Kamehameha Schools had threatened to sue my former clients the Does for breach of the May 2007 settlement agreement. I gave you some reasons why I believe such a lawsuit would gravely disserve the interests of all parties, especially including your client.

Since we spoke, I have been informed that Kamehameha Schools has threatened to sue ME (in addition to the Does). I was stunned by this information, for I cannot conceive of any reason -- save sheer malice -- why the Schools (or any of its attorneys) would even contemplate an action against me.

I hope that you will tell me that I have been misinformed. If not, I hope that you will endeavor to convince your client and co-counsel that suing me is wrong, as in both wicked and legally groundless. Perhaps someone is laboring under a misimpression about my role in the alleged breach; I expect that you and I could quickly clear up any such misimpression.

If your client's threat is real, and if it is carried out, I shall be disappointed as well as angry. All parties and attorneys who are involved in a lawsuit against me may be assured that I will respond with the same zeal and determination that I brought to the Doe

litigation.

Cordially,  
Eric Grant  
Attorney at Law  
8001 Folsom Boulevard, Suite 100  
Sacramento, California 95826  
Telephone: (916) 691-0362  
Facsimile: (916) 691-3261  
<http://www.eric-grant.com>