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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,
 13)
 Plaintiff,)
 14 v.)
 15 KAMEHAMEHA SCHOOLS/BERNICE)
 PAUAHI 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)
 Estate; JOHN DOE; and JANE DOE,)
 18 Defendants.)

CASE NO.:08-00672 FCD-KSM
 DECLARATION OF JERRY H. STEIN IN
 SUPPORT OF OPPOSITION TO MOTION TO
 TRANSFER

19 JOHN DOE; and JANE DOE,
 20 Counter-Claimants

21 v.
 22 KAMEHAMEHA SCHOOLS/BERNICE)
 23 PAUAHI BISHOP ESTATE; J. DOUGLAS ING,)
 NAINOA THOMPSON, DIANE J. PLOTTS,)
 24 ROBERT K.U. KIHUNE, and CORBETT A.K)
 KALAMA, in their capacities as Trustees of the)
 25 Kamehameha Schools/ Bernice Pauahi Bishop)
 Estate; and ERIC GRANT,)
 26 Counter-Defendants)

1 I, Jerry H. Stein, declare as follows:

2 1. I am an attorney at law duly licensed to practice before all courts of the State of California
3 and before this Court. I am a partner in the law firm of Levin & Stein, which firm represents the Does in
4 this action. I have personal knowledge of all facts set forth in this Declaration and if called upon to
5 testify, I could and would testify competently thereto.

6 2. Attached hereto as Exhibit 1 is a true and correct copy of a Declaration obtained from
7 John Goemans.

8 3. I am authorized to represent to the Court that in this action the Does and Ken Kuniyuki
9 will make themselves available for deposition and for trial testimony without the need of a subpoena.

10 4. The negotiations that led up to the execution of the settlement agreement between Grant
11 and the Does were primarily between myself and Grant's California counsel, James Banks. ("Banks")

12 5. As alleged at Paragraph 30 of the Grant's Complaint, on or about March 24 and March
13 25, 2008, on behalf of the Does I informed Banks that it was the Does' position that Grant was
14 responsible in whole or in part for any breaches of the Doe/KS Settlement Agreement resulting from
15 Goemans' disclosures, such that Plaintiff has an obligation under the Grant/Doe Settlement Agreement
16 to defend and/or indemnify the Does against any action brought against them by KS and that the Does
17 were ready to sue Grant to enforce their rights to indemnity against Grant.

18 6. Because of the forum selection clause in the Grant/Doe Settlement Agreement, at the
19 present time the Does have no intention of filing any claims against Grant in the recent action filed by
20 KS against the Does in the Hawaii State Court.

21 7. This is not document intensive case. In fact, to my knowledge virtually all the relevant
22 documents appear to have already been identified and filed with the Court as part of the Motion practice
23 in this case.

24 8. Although located in Hawaii the Does would prefer the case be litigated in California as it
25 would be much easier for their identities to be discovered as a result of a case pending in Hawaii, as
26 opposed to a case pending in Sacramento.

27 I declare under penalty of perjury that the foregoing is true and correct. Executed on October 17,
28

1 2008.

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/s/ Jerry H. Stein¹
Jerry H. Stein

¹ Counsel has the executed original.