

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

NAINOA THOMPSON, DIANNE J.	)	CIVIL NO. 08-1-0253
POTTS; CORBETT A. K. KALAMA;	)	(Hilo)
ROBERT K. U. KIHUNE and J.	)	(Contract)
DOUGLAS ING, in their	)	
capacity as Trustees of the	)	DECLARATION OF JOHN GOEMANS
Estate of Bernice Pauahi	)	
Bishop,	)	
	)	
Plaintiffs,	)	
vs.	)	
	)	
JOHN DOE and JANE DOE,	)	
	)	
Defendants.	)	

DECLARATION OF JOHN GOEMANS

I, JOHN GOEMANS, declare as follows:

1. I am an attorney licensed to practice in the State of Hawaii.

2. I initiated the case, Doe vs. Kamehameha Schools/Bernice Pauahi Bishop Estate, et al., in Federal Case No. 03-00316 by recruiting the Does and by finding counsel, Eric Grant, to represent them in the litigation.

3. I never had a written or oral agreement with the Does regarding this case. I do not have an agreement with Eric Grant regarding this case.

4. I do not have a law office and during the time that this matter was litigated at the District Court and the Ninth Circuit Court of Appeals, I resided in the State of California.

5. After the Estate prevailed in the Ninth Circuit Court of Appeals, a Petition for a Writ of Certiorari was filed on behalf of the Does by Eric Grant. Although I was listed as co-counsel in that Petition for Writ of Certiorari, I am not

admitted to practice before the United States Supreme Court and could not be co-counsel.

6. I was not an attorney for the Does at the time the Petition for Writ of Certiorari was filed. I was not asked to be co-counsel for the Petition by Eric Grant or the Does.

7. Although I was not attorney for the Does at the time, I participated in a conference call with Eric Grant and the Does prior to the matter being settled with the Estate. In that conversation, I learned about the Estate's offer to settle this case. I also learned the specific amount the Estate was offering.

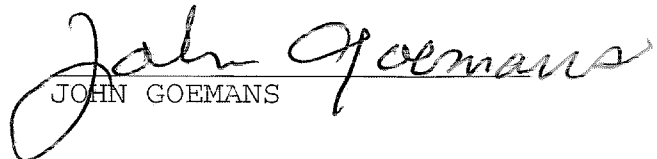
8. I did not sign the settlement agreement with the Estate and I understand that I am not mentioned in said settlement agreement.

9. I do not consider myself bound by the settlement agreement because I was not counsel for the Does at the time I learned about the settlement amount from Eric Grant which was prior to the settlement and did not sign the settlement agreement.

10. I communicated the above information as to my role and how and when I obtained the settlement information to Paul Alston, the attorney for the Estate prior to his filing this instant lawsuit.

Unless stated upon information and belief, I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.

DATED: Los Angeles, California, 8.22, 2008.

  
JOHN GOEMANS