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December 17, 2003

Mr. Justin W. Schuck,
Case Manager
American Arbitration Association
6795 North Palm Avenue, 2nd Floor
Fresno, California 93704

VIA FACSIMILE ONLY:
559/490.1919

Dear Mr. Schuck:

We acknowledge receipt of a copy of Mr. Harmon's 12 page letter dated December 15, and his 8 page letter dated December 16, 2003. We further acknowledge receipt of your letter dated December 17, 2003 requesting our response to Mr. Harmon's communications.

The December 15th letter is a statement by Mr. Harmon as to why he thinks Ms. Neustadter has a conflict. According to the letter, Ms. Neustadter's employment by Maui County and Maui County having taken a position adverse to a local church, which has resulted in a pending federal case being heard by Judge Samuel King, is somehow related to litigation involving Kamehameha Schools and Mr. Harmon's former attorney, John Goemans, and this creates a conflict because Mr. Harmon has placed both Judge King and Mr. Goemans on his witness list. Kamehameha Schools is not a party to the lawsuit between the County of Maui and the Church. For some unknown reason, the letter then proceeds to revisit a discussion on individuals that both parties agreed could not serve as an arbitrator, Boyd P. Mossman and Patrick K. S. L. Yim, because they, unlike Ms. Neustadter, did have a conflict, and a third individual, Alan Van Etnan, who, if my memory is correct, declined to be the arbitrator in this case. The letter ends with a commentary on a Honolulu attorney named Colbert Matsumoto, who may own stock in the Honolulu Star-Bulletin, which has run an editorial supporting Maui County in the dispute with the local church.

The December 16th letter sets forth additional names. The two Judges named by Mr. Harmon were assigned to the federal case that was the subject of the settlement. The other parties, including Magistrate Kurren's wife, have no relationship to this arbitration. This letter contains more of the tortured reasoning found in the December 15, 2003 letter and the other letters by Mr. Harmon setting forth his desire to have Ms. Neustadter removed as the arbitrator.

These two letters illustrate why we should not have to continue to send the AAA letters stating that Mr. Harmon has not set forth any fact which a reasonable person would believe constitutes a conflict as to Ms. Neustadter serving as the arbitrator of this case. The information being presented by Mr. Harmon establishes the frivolousness of his argument. Again, the reality is that Ms. Neustadter does not have a conflict.

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We reiterate our prior statements as to Ms. Neustadter continuing to serve as the arbitrator and request that AAA again advise Mr. Harmon that she will continue in her position as the arbitrator. We also renew our request that you inform Mr. Harmon to either cease sending letters claiming Ms. Neustadter has a conflict or relieve us of having to respond to letters that are repetitious and discuss information which clearly has no relationship to this case or to Ms. Neustadter.

Sincerely,



STEVEN GUTTMAN

cc: Mary Lou Woo, Trustee
Mr. Bobby N. Harmon