

**TORKILDSON, KATZ, FONSECA,  
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MATT A. TSUKAZAKI  
E-MAIL: MAT@TORKILDSON.COM

July 7, 2003

Bobby N. Harmon  
10951 Southgate Manor Dr., #4  
Louisville, Kentucky 40229-1651

Re: May 27 and June 30, 2003 Letters

Dear Mr. Harmon:

We have received copies of your May 27 and June 30, 2003 letters addressed to P & C Insurance Co., Inc. Please be advised that you should direct all of your future inquiries of and concerning Kamehameha Schools or P & C Insurance to my attention, and you should copy Mr. Steven Guttman, counsel for the Trustee of your bankruptcy estate, Ms. Mary Lou Woo, on any correspondence you send to me.

In response to your June 30, 2003 letter, please be advised that pursuant to the Settlement, Release and Indemnification Agreement dated April 24, 2000, you released and waived any and all rights you had or may have had arising out of or based upon your employment with Kamehameha Schools. You are not entitled to any coverage under any insurance policy or agreement, which may have been in effect at the time of your former employment with Kamehameha Schools or P & C Insurance. In addition, as to all insurance carriers with whom Kamehameha Schools and/or P & C Insurance may have held an insurance policy, you expressly released these carriers and their agents from any responsibility to you under any policy.

Accordingly, based upon the clear and specific language of the Settlement Agreement, you are not entitled to any defense of any claim brought against you by the Trustee of your own bankruptcy estate from Kamehameha Schools or P & C Insurance. You are also not entitled to indemnification from Kamehameha Schools, P & C Insurance or their insurance carriers, for any damages or costs you may suffer or incur in the Trustee's action against you.

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Finally, based on the foregoing, you are not entitled to the information or documents you have requested in your June 30<sup>th</sup> letter. If you continue to pursue this issue, as provided for under the Settlement Agreement, Kamehameha Schools will seek indemnification for any and all attorney's fees and costs it incurs in responding to your groundless and frivolous claims and allegations.

Very truly yours,

TORKILDSON, KATZ, FONSECA  
JAFFE, MOORE & HETHERINGTON  
Attorneys at Law, A Law Corporation



Matt A. Tsukazaki

MAT/esy  
cc: Steven Guttman, Esq.