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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re:

THE ROMAN CATHOLIC BISHOP OF
OAKLAND, a California corporation sole,

Debtor.

Case No. 23-40523 WJL

Chapter 11

**DECLARATION OF ATTILA BARDOS IN
SUPPORT OF DEBTOR'S FIFTH MOTION
TO EXTEND DEADLINE TO ASSUME OR
REJECT UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY
PURSUANT TO SECTION 365(d)(4) OF THE
BANKRUPTCY CODE**

Date: April 1, 2025
Time: 10:30 a.m.
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

1 I, Attila Bardos, hereby declare as follows:

2 1. I am the chief financial officer of the Roman Catholic Bishop of Oakland (“the Debtor”).
3 I make this declaration in support of the *Debtor’s Fifth Motion to Extend Deadline to Assume or Reject*
4 *Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code*,
5 filed concurrently herewith (the “Motion”).¹

6 2. I am familiar with the Debtor’s day-to-day operations, financial affairs, and books and
7 records. Except as otherwise noted, all facts set forth in this Declaration are based upon my personal
8 knowledge. If called upon to testify, I could and would testify competently to the facts set forth herein.

9 3. After the initial period of the Chapter 11 case and resolution of its first day motions, the
10 Debtor’s efforts focused on the bar date and claims process, pursuing insurance coverage for sexual abuse
11 claims through the Insurance Coverage Litigation, and mediation with the Committee and Insurers toward
12 negotiated consensual plan terms. Since the last extension of the Lease Assumption Deadline, the Debtor’s
13 focus in this Chapter 11 Case has been on mediation, filing its Plan and Disclosure Statement, addressing
14 the Committee’s scorched earth litigation tactics, and seeking approval of its Disclosure Statement toward
15 the goal of achieving confirmation of the Plan.

16 4. The Debtor has engaged in extensive mediation with both the Insurers and the Committee.
17 Following the conclusion of a virtual mediation session on November 6, and immediately prior to the
18 filing of its original plan, the Debtor and Insurers reached agreement on the terms of an insurance
19 assignment, the creation of the Survivors’ Trust (as defined in the Plan) and a “Litigation Option” for
20 Trust Claimants (as defined in the Plan) to pursue recovery under the pertinent insurance policies, all as
21 embodied in the Plan. This agreement was no small feat. The Debtor and Insurers have been adversaries
22 throughout this Chapter 11 Case on numerous important issues. The Debtor has not reached agreement
23 with the Committee on any Plan terms, although multiple aspects of the Plan align with the Committee’s
24 stated requests, and the Debtor continues to hope for a consensual resolution.

25 5. Notwithstanding the challenges posed by the Committee’s actions, the Debtor has
26 continued to work toward addressing the Committee’s concerns to the extent possible and putting forth a

27 _____
28 ¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

1 confirmable plan of reorganization. To that end, the Debtor filed the amended Plan and the Disclosure
2 Statement on January 3, 2025, and subsequently filed its Second Amended Plan and Second Amended
3 Disclosure Statement on February 18 and 19, 2025. The Court has held multiple hearings on the Approval
4 Motion and Disclosure Statement, and a further hearing is set for April 1, 2025, concurrently with the
5 hearing on this Motion. The Debtor intends to file a further amended Plan and Disclosure Statement on
6 March 17, 2025, in advance of the continued hearing. The Debtor remains confident that, upon approval
7 of the Disclosure Statement, the Plan can be confirmed and is in the best interest of all the Debtor's
8 creditors and its estate.

9 6. The Cathedral Lease is for the Debtor's use of Cathedral Property, consisting of facilities
10 and grounds in Oakland owned by CCCEB, which includes the Cathedral of Christ the Light and the
11 Debtor's Chancery offices.

12 7. Although the primary purpose of the Cathedral Lease is nonresidential, the lease includes
13 Bishop Michael C. Barber's residence and other residential spaces used from time to time by other priests
14 of the Diocese. The Debtor is the lessee under the Cathedral Lease.

15 8. The Debtor requires additional time beyond the current deadline so that treatment of the
16 Cathedral Lease can be resolved through the Debtor's Plan.

17 9. Since the Petition Date, the Debtor has paid its post-petition expenses in the ordinary course
18 of business or as otherwise provided by court order, including for the Cathedral Lease. The Debtor is
19 current on all monetary obligations due and owing on the Cathedral Lease. The Debtor has the current
20 financial resources to continue to pay its bills as they come due and will continue to do so. The Debtor is
21 committed to remaining current with respect to all undisputed post-petition obligations under the
22 Cathedral Lease in compliance with section 365(d)(3) of the Bankruptcy Code. Moreover, forcing the
23 Debtor to decide prematurely whether to assume or reject the Cathedral Lease might prejudice the lessor
24 if the lease were rejected by operation of law. Consequently, granting the extension will not prejudice the
25 Debtor's lessor.

26 10. The deemed rejection of the Debtors' Cathedral Lease could adversely impact the Debtor's
27 ongoing restructuring efforts and greatly disrupt its operations. For example, the Cathedral Lease grants
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1 the Debtor access to its central offices – the Chancery – and the most visible place of worship in the
2 Diocese of Oakland: the Cathedral of Christ the Light, where daily Mass is held and where many Catholic
3 faithful come to pray and to worship each day.

4 11. The Debtor has proposed the CCCEB Settlement as part of the Plan, whereby the Cathedral
5 Property will be transferred to the Debtor, so that the Debtor can continue to use the Cathedral Property
6 uninterrupted. The Debtor is in no position at this stage of the case to relocate the operations and activities
7 that occur at this site.

8 I declare under penalty of perjury under the laws of the United States of America the foregoing is
9 true and correct to the best of my information, knowledge, and belief.

10 Executed on March 11, 2025, at Oakland, California.

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12 /s/ Attila Bardos
13 Attila Bardos
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