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*Proposed Special Insurance Counsel for  
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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 APPLICATION  
 TO EMPLOY COVINGTON & BURLING  
 LLP AS SPECIAL INSURANCE COUNSEL**

Judge: Hon. William J. Lafferty

[No Hearing Required]

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 amended declaration in support of the *Debtor’s Application to Employ Covington & Burling*  
4 *LLP as Special Insurance Counsel* (the “Application”) filed concurrently herewith.<sup>1</sup>

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

8 3. Following the filing of its Chapter 11 Bankruptcy Case, the Debtor filed two adversary  
9 proceeding complaints for declaratory relief and breach of contract, seeking to liquidate the Debtor’s  
10 claims against several of its general liability insurers, designated as adversary proceeding numbers 23-  
11 04028, and 23-04037 (collectively, the “Insurance Coverage Litigation”). The Insurance Coverage  
12 Litigation is now pending before the United States District Court for the Northern District of California  
13 as Case Nos. 3:24-cv-00709 and 3:24-cv-00711.

14 4. Foley & Lardner, LLP (“Foley”), the Debtor’s general bankruptcy counsel, represents the  
15 Debtor in the Insurance Coverage Litigation against all defendants in District Court Case No. 3:24-cv-  
16 00709. Because Foley has a conflict with one of the Debtor’s insurers, American Home Insurance, the  
17 Debtor is represented by Breall & Breall LLP (“Breall”) in the Insurance Coverage Litigation as to  
18 American Home Insurance, the defendant in District Court Case No. 3:24-cv-00711.

19 5. The Debtor now seeks authority to employ Covington as its special insurance counsel  
20 effective as of October 7, 2025, for the term of the Chapter 11 Case. The Debtor seeks to hire Covington  
21 because its general bankruptcy counsel, Foley, has a conflict that precludes it from bringing claims related  
22 to insurer bad faith (“Insurance Bad Faith Claims”) in the pending Insurance Coverage Litigation. The  
23 Debtor has determined that at this time it is appropriate to assert Insurance Bad Faith Claims and requires  
24 counsel to represent it with regard to those claims. While Breall has provided limited services to the Debtor  
25 to date with regard to potential Insurance Bad Faith Claims, the Debtor now requires substitute special  
26

27  
28 <sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Application.

1 insurance counsel with greater bandwidth and the necessary experience to pursue the Insurance Bad Faith  
2 Claims and to pursue a recovery in the Insurance Coverage Litigation.

3 6. The Debtor expects that Foley will continue to represent the Debtor in the Insurance  
4 Coverage Litigation with respect to coverage and contract issues as it has to date, while Covington will  
5 represent the Debtor as co-counsel in the Insurance Coverage Litigation and specifically as to Insurance  
6 Bad Faith Claims. Because of specific delegation of responsibilities between each firm, the Debtor expects  
7 the firms will be able to avoid duplication of efforts and will work closely to ensure that duplication is  
8 avoided.

9 7. Before retaining Covington, I inquired as to the hourly rates Covington charges for  
10 engagements, including the hourly rates of the attorneys who would be staffed to the Debtor's matter. As  
11 set forth in the Application, Covington has agreed to charge the Debtor substantially discounted rates for  
12 this engagement, and based on this I was and remain satisfied Covington will charge hourly rates for its  
13 attorneys and paraprofessionals that are not more than Covington typically charges for other clients in  
14 similar matters.

15 8. The Debtor interviewed two other firms with similar experience to represent it as special  
16 insurance counsel. After interviewing multiple firms, the Debtor, in consultation with its bankruptcy  
17 counsel, determined that Covington was best suited to represent the Debtor as special insurance counsel  
18 and specially to represent the Debtor in connection with the Insurance Bad Faith Claims.

19 9. Based on my experience and information I have gleaned since filing this case, I am satisfied  
20 that Covington's billing rates are comparable to the billing rates professionals at similar firms specializing  
21 in insurance litigation.

22 10. In my role as chief financial officer of the Debtor, I will be the first person to review and  
23 comment on Covington's monthly bills, as well as bills of other case professionals, and will be able to  
24 ensure all the Debtor's professionals are performing their work in a cost-effective manner.

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11. Based on the forgoing, I believe the relief sought in the Application will be in the best interests of the Debtor, the estate, and all the creditors and other parties in interest.

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

Executed on October 20, 2025, at Oakland, California.

/s/ Attila Bardos  
Attila Bardos