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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 DAVID B. GOODWIN  
 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, David B. Goodwin, do hereby declare as follows:

2 1. I am an attorney admitted to practice before all courts in the State of California and  
3 various federal district and bankruptcy courts. I am senior counsel with the law firm of Covington &  
4 Burling LLP ("Covington"). My office is located in San Francisco, California.

5 2. I make this declaration (the "Declaration") in support of the Debtor's Application to  
6 Employ Covington as Special Insurance Counsel Pursuant to 11 U.S.C. §§ 327(a), 330, 331, and 1107 of  
7 the Bankruptcy Code, and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the  
8 "Application").<sup>1</sup> I make this Declaration from my personal knowledge gained from Covington's  
9 investigation to ascertain conflicts and connections with the Debtor's creditors and other potential  
10 parties in interest (the "Conflicts Investigation") performed by my firm based on information derived  
11 from its business records. I will supplement this Declaration if additional information becomes  
12 available that affects any relationship or connection between Covington and the creditors or parties in  
13 interest of the Debtor such that additional disclosure is required.

14 3. Neither I, Covington, nor any partner, counsel, or associate of Covington, represents any  
15 entity (or its attorneys or accountants) in connection with the Chapter 11 Case other than the Debtor. In  
16 addition, except as set forth in this Declaration and the Application, to the best of my knowledge, after  
17 due inquiry based solely upon the Disclosure Procedures (defined below), neither I, Covington, nor any  
18 partner, counsel, or associate of Covington, represents any party in interest (or its attorneys or  
19 accountants) in this Chapter 11 Case other than the Debtor. I incorporate all of the information in the  
20 Application by reference herein.

21 **A. Covington's Disclosure Procedures**

22 4. In preparing this declaration, at my direction, Covington conducted a Conflicts  
23 Investigation to ascertain conflicts and connections with the Debtor's creditors and other potential  
24 parties in interest, with (i) every known creditor, including the twenty largest unsecured creditors and  
25 their counsel, if known; (ii) all secured creditors; (iii) the senior officers and directors and individuals  
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27 <sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the  
28 Application.

1 who are part of advisory bodies for the Debtor; (iv) significant contract counter-parties; (v) utility  
2 providers; (vi) taxing authorities; (vii) the United States Trustee trial attorneys in the Northern District  
3 of California office; (viii) employees and contractors of the Debtor; and (ix) all of the judges for the  
4 United States Bankruptcy Court for the Northern District of California (“Potential Adverse Parties”).

5 5. Based on the conflicts investigation, Covington has determined that it has no connection  
6 with the Debtor or any of the Potential Adverse Parties, except as set forth in this Declaration.

7 6. Covington regularly appears in cases, proceedings, and transactions involving many  
8 different attorneys, accountants, financial consultants, and investment bankers, some of which now are  
9 or may in the future become claimants and parties in interest in this Chapter 11 Case. Based solely on  
10 the Disclosure Procedures, Covington does not and will not represent any such entities in relation to the  
11 Debtor or this Chapter 11 Case.

12 **Covington’s Connections with the Debtor**

13 7. Covington did not represent the Debtor prior to its bankruptcy filing, and did not receive  
14 any payments from the Debtor. Covington does not currently hold a retainer.

15 8. Covington intends to obtain payment for its services in this case through the submission  
16 of fee applications in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure,  
17 any applicable orders of this Court, and the Guidelines for Compensation and Expense Reimbursement  
18 of Professionals and Trustees, dated February 19, 2014 (the “Fee and Expense Guidelines”).

19 9. Covington has not entered into any agreement or understanding with any person or firm  
20 for the sharing of any compensation paid or to be paid for services rendered or to be rendered in  
21 connection with this Chapter 11 Case.

22 **Covington’s Connections with Parties in Interest in Unrelated Matters**

23 10. Based on the Conflicts Investigation, Covington determined that it currently represents  
24 certain Potential Adverse Parties, as reflected on the list of connections attached hereto as **Exhibit 1**.

25 11. Covington’s engagements for the Current Covington Clients are or were wholly unrelated  
26 to the Debtor or the matters at issue in this Chapter 11 Case and the Insurance Coverage Litigation.  
27 Because Covington’s representation of the Current Covington Clients is unrelated to the matters for  
28

which Covington is being retained, Covington does not believe that any such representations present a conflict or the possibility of a conflict or otherwise cause Covington not to be disinterested.

12. Based on the foregoing and except as indicated in this Declaration and the Application, which is incorporated herein by reference, to the extent I have been able to ascertain after due inquiry and in good faith reliance on the Disclosure Procedures, I believe that Covington does not hold or represent an interest adverse to the Debtor or the Estate and, therefore, is a “disinterested” person within the meaning of sections 101(14) and 327(a) of the Bankruptcy Code.

**General Information Regarding the Terms of Covington’s Engagement**

13. The Debtor understands that it will be billed for legal services performed by attorneys at Covington at the hourly rates stated below. The Debtor requests that all legal fees and related costs and expenses it incurs on account of legal services rendered by Covington in the Chapter 11 Case be paid as administrative expenses of the Estate. Covington will maintain detailed records of the time spent and tasks performed for the Debtor, and any actual and necessary costs and expenses incurred in connection with these legal services, and will file fee applications in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, any applicable orders of this Court, and the Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees, dated February 19, 2014 (the “Fee and Expense Guidelines”).

14. The names and positions of the Covington professionals and paraprofessionals presently expected to have primary responsibility for providing services to the Debtor are listed below. In addition, Covington has identified each such professional’s standard hourly rate:

Name	Title	Hourly Rate
Goodwin, David B.	Senior Counsel	\$2,025
Haskett, Christine S.	Partner	\$1,925

15. In addition, Covington will utilize such other professionals and paraprofessionals as the demands of the Chapter 11 Case and Insurance Coverage Litigation require and as the substantive issues

1 that arise may dictate. Covington will coordinate with Foley and other counsel representing the Debtor  
2 to the greatest extent possible to avoid duplication of work.

3 16. Rather than charge the standard rates identified above, Covington has agreed to provide  
4 services to the Debtor at an all-attorney blended rate of \$1,050 per hour for the first three months of the  
5 engagement. Thereafter, at the Debtor's option, Covington will render services to the Debtor (1) at an  
6 all-attorney blended rate of \$1,180 per hour, with non-attorney staff billed at a 10% discount from  
7 standard rates; or (2) at rates of \$1,695 per hour for senior attorneys, \$995 per hour for associates, and  
8 non-attorney staff at standard rates less a 10% discount. These alternative fee structures provide the  
9 Debtor with a significant discount from the Firm's standard rates.

10 17. Covington will apply for compensation for professional services rendered and  
11 reimbursement of expenses incurred in connection with the Debtor's Chapter 11 Case in compliance  
12 with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules,  
13 Local Rules, and any other applicable procedures and orders of the Court. Covington also intends to  
14 make every reasonable effort to comply with the U.S. Trustee's requests for information and additional  
15 disclosures as set forth in the Guidelines for Reviewing Applications for Compensation and  
16 Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases,  
17 effective November 1, 2013 (the "Revised UST Guidelines"), both in connection with this Application  
18 and the interim and final fee applications to be filed by Covington in this Chapter 11 Case.

19 18. The following is provided in response to the request for additional information set forth  
20 in Paragraph D.1. of the Revised UST Guidelines:

21 19. **Question:** Did you agree to any variations from, or alternatives to, your standard or  
22 customary billing arrangements for this engagement?

23 Response: Yes, as described in Paragraphs 14 and 16 above, Covington has agreed to  
24 significantly discount its standard rates.

25 20. **Question:** Do any of the professionals included in this engagement vary their rate  
26 based on the geographic location of the bankruptcy case?

27 Response: No.  
28

21. **Question:** If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Not Applicable.

22. **Question:** Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: Not Applicable

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration is executed this 18th day of October 2025.

/s/ David B. Goodwin  
David B. Goodwin

**Exhibit 1**

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DECLARATION OF D. GOODWIN ISO APPLICATION TO EMPLOY COVINGTON & BURLING LLP

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**Connections to Potential Parties in Interest<sup>1</sup>**

<b>Potential Party in Interest</b>	<b>Name of Client Entity or Affiliate</b>	<b>Status</b>
Albertsons/Safeway	Albertsons Companies, Inc.	Current
Alvarez & Marsal	Alvarez & Marsal Holdings, LLC	Current
American Express Company	American Express Company	Current
Arthur J. Gallagher & Co.	Arthur J. Gallagher & Co.	Current
California Chamber of Commerce	California Chamber of Commerce	Current
Catholic Relief Services	Catholic Relief Services	Current
Charles Schwab Bank	Charles Schwab & Co., Inc. Charles Schwab & Company Inc.	Current Current
Chase Cardmember Service	JPMorgan Chase & Co. J.P. Morgan Investment Management Inc. JPMorgan Chase Bank NA J.P. Morgan Securities LLC	Current Current Current Current
Citibank, N.A.	Citigroup Inc. Citigroup Inc., Board of Directors Citibank, N.A.	Current Current Current
Deutsche Bank National Trust	Deutsche Bank AG	Current
General Electric Capital Corporation	General Electric Capital Corporation	Current
Home Depot Credit Services	The Home Depot The Home Depot, Inc.	Current Current
Kroll LLC	Kroll, LLC	Current
LexisNexis	LexisNexis Risk Solutions Inc	Current
Moss-Adams, LLP	Moss Adams LLP	Current
Moss Adams LLP	Moss Adams LLP	Current
Pacific Gas & Electric Company	Pacific Gas & Electric Company	Current
PNC Bank	PNC Financial Services Group, Inc.	Current
Republic Services	Republic Services Republic Services Inc	Current Current

<sup>1</sup> Numerous Potential Parties in Interest are individuals. Based on its analysis as of the date of this application, Covington does not believe any individuals in its client database with similar or identical names to individual Potential Parties in Interest are Potential Parties in Interest. Covington will supplement this application if it later determines any such individuals are Potential Parties in Interest.



RMC Health Care Services	Altice USA, Inc.	Current
Ricoh USA Inc	Ricoh Company, Ltd.	Current
Safeway Inc.	Albertsons Companies, Inc.	Current
The Sherwin Williams Company	Sherwin-Williams	Current
The Word Among Us	The Word Among Us, Inc.	Current
U.S. Bank	U.S. Bank U.S. Bank N.A. U.S. Bank National Association	Current Current Current
US Conference of Catholic Bishops	United States Conference of Catholic Bishops	Current
USCCB-Church in Central & Eastern Europe	United States Conference of Catholic Bishops	Current
Verizon Wireless	Verizon Capital Corporation Verizon Communications Inc. The Board of Directors of Verizon Communications Verizon Employee Benefits Committee Verizon Corporate Services Group, Inc. Verizon California Inc. Verizon Investment Management Corp.	Current Current Current Current Current Current Current
Wells Fargo Inst Retirement & Trust	Wells Fargo Wells Fargo & Company Wells Fargo Bank, N.A.	Current Current Current
Xerox Financial Services	Xerox Corporation	Current