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Special Insurance Counsel for the Debtor

UNITED STATES BANKRUPTCY COURT

FOR THE 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 ABIGAIL V. O'BRIENT IN SUPPORT OF THIRD INTERIM FEE APPLICATION OF COVINGTON & BURLING LLP, AS SPECIAL INSURANCE COUNSEL FOR THE DEBTOR, FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD OF MAY 1, 2026 THROUGH AUGUST 31, 2026

Judge: Hon. William J. Lafferty

Date: December 2, 2026
Time: 10:30 a.m.
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

Objection Deadline: November 20, 2026

Case: 23-40523 Doc# 3582 Filed: 10/30/26 Entered: 10/30/26 23405232610300000000000063

I, Abigail V. O'Brient, do hereby declare as follows:

1. The following facts are personally known to me, and if called to do so, I could and would competently testify thereto.

2. I am an attorney duly admitted and in good standing to practice before this Court. I am a partner of Covington & Burling LLP ("Covington").

3. I submit this declaration in support of the *Third Interim Fee Application of Covington & Burling LLP, as Special Insurance Counsel for the Debtor, for Allowance of Compensation and Reimbursement of Expenses for the Period of May 1, 2026 Through August 31, 2026* (the "Interim Application"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Interim Application.

4. I have personally reviewed the information contained in the Interim Application and believe its contents to be true and correct to the best of my knowledge, information and belief.

5. Covington does not charge for photocopying expenses, print jobs, or scanned copies. However, it might sometimes be necessary for Covington to send large copying projects to an outside copy service that charges a reduced rate for photocopying.

6. Regarding providers of on-line legal research (e.g., WESTLAW and LEXIS), Covington charges the standard usage rates these providers charge for computerized legal research. Covington bills its clients the actual amount charged by such services, with no premium. Any volume discount received by Covington is passed on to the client.

7. Covington does not charge for local or long-distance calls placed by attorneys from their offices. Covington only bills its clients for the actual costs charged to Covington by teleconferencing services in the event that a multiple-party teleconference is initiated through Covington, or in the event an attorney incurs a charge to place a telephone call from a personal cell phone (e.g., when such attorney is traveling abroad).

8. Covington believes the foregoing rates for expenses are the market rates that the majority of law firms charge clients for such services.

9. Covington has not been paid or promised any compensation from any source for services rendered in connection with this case.

10. Covington has not entered into any agreement or understanding with any other entity for the sharing of compensation received or to be received for services rendered and/or to be rendered in connection with this case.

11. Covington believes that the compensation and expense reimbursement sought herein is in conformity with the *United States Bankruptcy Court for the Northern District of California Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees*.

12. As made clear in the Interim Application, the compensation and expenses sought herein were billed at rates no less favorable than those customarily billed by Covington and generally accepted by the Covington's clients.

13. I have personally reviewed the bills in this matter, and the bills represent true and correct charges to the best of my knowledge, information and belief.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 30th day of October, 2026

By: */s/ Abigail V. O'Brient*
Abigail V. O'Brient