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*Special Insurance Counsel for
the Debtor*

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

In re:

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

Debtor.

CHAPTER 11

CASE NO: 23-40523 WJL

HON. WILLIAM J. LAFFERTY

**COVER SHEET TO FOURTH INTERIM
FEE APPLICATION OF BREALL &
BREALL LLP, AS SPECIAL COUNSEL FOR
THE DEBTOR, FOR ALLOWANCE AND
PAYMENT OF COMPENSATION AND
REIMBURSEMENT OF EXPENSES FOR
THE PERIOD OF SEPTEMBER 1 2024,
THROUGH DECEMBER 31, 2024**

Judge: Hon. William J. Lafferty

Date: April 30, 2025

Time: 10:30 a.m.

Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

Objection Deadline: March 7, 2025

Name of Applicant:	Breall & Breall, LLP
Name of Client:	The Roman Catholic Bishop of Oakland
Time Period covered by this application:	September 1, 2024 – December 31, 2023
Total compensation sought this period:	\$35,250.00
Total expenses sought this period:	\$0
Petition date:	May 8, 2023
Retention date:	August 17, 2023
Date of order approving employment:	September 8, 2023 (approved as of August 1, 2023)
Total fees approved by interim order to date:	\$111,825.00
Total expenses approved by interim order to date:	\$4,312.90
Total allowed fees paid to date:	\$111,825.00
Total allowed expenses paid to date:	\$4,312.90
Blended rate in this application for all attorneys:	N/A
Blended rate in this application for all timekeepers:	N/A
Fees sought in this application already paid pursuant to a monthly compensation order but not yet allowed:	\$ 35,250.00 ¹
Expenses sought in this application already paid pursuant to a monthly compensation order but not yet allowed:	\$0
Number of professionals included in this application:	1
If applicable, number of professionals in this application not included in staffing plan approved by client:	N/A
If applicable, difference between fees budgeted and compensation sought for this period:	N/A
Number of professionals billing fewer than 15 hours to the case during this period:	N/A

¹ The deadline to object to Breall's Monthly Fee Statement for December 2024 occurred on February 10, 2025 at 4:00 p.m. (PT). There were no objections raised. Therefore, Breall anticipates payment of the interim amount of \$3,390.00 for fees in the near term

SUMMARY OF MONTHLY FEE STATEMENTS FOR THE INTERIM FEE PERIOD

Date Filed	Period Covered	80% of Fees Requested	Total Fees Incurred	Expenses Requested	Fees Approved	Expenses Approved	Amount Received
10/28/24	9/1/24 - 9/30/24	\$10,590.00	\$13,237.50	\$0	\$10,590.00	\$0	\$10,590.00
11/26/24	10/1/24 - 10/31/24	\$4,080.00	\$5,100.00	\$0	\$4,080.00	\$0	\$4,080.00
12/24/24	11/01/24 - 11/30/24	\$10,140.00	\$12,675.00	\$0	\$10,140.00	\$0	\$10,140.00
01/29/25	12/01/24 - 23/31/24	\$3,390.00	\$4,237.50	\$0	\$3,390.00	\$0	\$3,390.00
Total		\$28,200.00	\$35,250.00	\$0	\$28,200.00	\$0	\$28,200.00

Summary of Any Objections to Monthly Fee Statements: None

Compensation and Expenses Sought in this Interim Application Not Yet Paid: **\$7,050.00**

DATED: February 14, 2025

BREALL & BREALL, LLP

By: /s/ Joseph M. Breall
Joseph M. Breall
Special Insurance Counsel for Debtor,
The Roman Catholic Bishop of Oakland

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8 *Special Insurance Counsel for*
9 *the Debtor*

10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **OAKLAND DIVISION**

13 In re:

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

16 Debtor.

17 CHAPTER 11

18 CASE No: 23-40523 WJL

19 HON. WILLIAM J. LAFFERTY

20 **FOURTH INTERIM FEE APPLICATION AS**
21 **SPECIAL COUNSEL FOR THE DEBTOR,**
22 **FOR ALLOWANCE AND PAYMENT OF**
23 **COMPENSATION AND REIMBURSEMENT**
24 **OF EXPENSES FOR THE PERIOD OF**
25 **SEPTEMBER 1, 2024 THROUGH**
26 **DECEMBER 31, 2024**

27 Date: April 30, 2025

28 Time: 10:00 a.m.

Place: United States Bankruptcy Court

1300 Clay Street

Courtroom 220

Oakland, CA 94612

Objection Deadline: March 7, 2025

1 Breall & Breall LLP ("Breall"), as special insurance counsel to The Roman Catholic Bishop of
2 Oakland, a California corporation sole, and the debtor and debtor in possession (the "Debtor" or
3 "RCBO"),¹ respectfully submits this first interim application for allowance of compensation and
4 reimbursement of actual and necessary expenses (the "Interim Application") for services performed as
5 special insurance counsel to the Debtor for the period of August 1, 2023 through December 31, 2023 (the
6 "Interim Fee Period").

7 Breall seeks interim approval of its fees incurred and reimbursement of expenses during the
8 Interim Fee Period totaling **\$35,250.00** which sum represents compensation for legal services rendered in
9 the amount of **\$35,250.00** and reimbursement for expenses incurred in the amount of **\$0**. Breall spent a
10 total of in fees associated with the services provided to the Debtor in this matter, of which Breall requests
11 a total of \$35,250.00 be paid to Breall.

12 This Interim Application is based upon the contents hereof, together with the exhibits, the
13 declaration of Joseph M. Breall filed concurrently herewith, the pleadings, papers, and records on file in
14 this case, and any evidence or argument that the Court may entertain at the time of the hearing on the
15 Interim Application. This Interim Application is subject to the United States Department of Justice's
16 *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses*
17 *Filed Under United States Code by Attorneys in Larger Chapter 11 Cases* (the "Large Case Guidelines").
18 Summary charts complying with the Large Case Guidelines and detailing the amount of fees charged and
19 hours worked by each of Breall's professionals and paraprofessionals during the Interim Fee Period are
20 attached hereto as **Exhibit B** through **Exhibit F**.

21 **BACKGROUND**

22 **General Background**

23 On May 8, 2023 (the "Petition Date"), The Roman Catholic Bishop of Oakland, a California
24 corporation sole, and the debtor and debtor in possession (the "Debtor" or "RCBO")² commenced the
25 above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case" or the "Bankruptcy Case"). The
26

27 ¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the
28 Compensation Procedures Order.

Debtor continues to operate its ministry and manage its properties as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in this Chapter 11 Case.

On May 23, 2023, the Office of the United States Trustee filed its notice of appointment of an Official Committee of Unsecured Creditors [Dkt. No. 58].

On May 26, 2023, the Debtor filed the *Debtor's Motion for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Dkt. No. 70] (the "Compensation Procedures Motion"). The Court granted the Compensation Procedures Motion on June 23, 2023, entering the *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Dkt. No. 170] (the "Compensation Procedures Order").

On August 17, 2023, the Debtor filed the *Debtor's Application to Employ Breall & Breall LLP as Special Insurance Counsel Pursuant to 11 U.S.C. §§ 327(a), 330, 331 & 1107, and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure* [Dkt. No. 376] (the "Retention Application"). The Court approved the Retention Application on September 8, 2023, entering the *Order Approving Debtor's Application to Employ Breall & Breall LLP as Special Insurance Counsel Pursuant to 11 U.S.C. §§ 327(a), 330, 331 & 1107, and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure* [Dkt. No. 434] (the "Breall Retention Order"). A copy of the Breall Retention Order is attached hereto as Exhibit A.

Present Posture of the Adversary Case³

This action is one of two adversary proceedings RCBO, as Debtor, filed against its insurers, asserting claims for breach of contract and declaratory relief with respect to insurance policies under which RCBO asserts a right to defense and indemnity in connection with more than 400 Underlying Lawsuits brought against it pursuant to AB 218 of the California Child Victims Act. The Underlying Lawsuits generally allege that RCBO knew of, ratified, and/or concealed pervasive sexual abuse by clergy and other personnel associated with RCBO. In the instant case, Debtor identifies excess liability

² Please see the *Second Interim Fee Application Of Foley & Lardner LLP, as General Bankruptcy Counsel To The Debtor, for Allowance and Payment of Compensation and Reimbursement of Expenses for the Period of September 1, 2023 through December 31, 2023* [Dkt. No.] for more information on the current status of the Debtor's bankruptcy case to date.

1 policy no. CE 35-60094, issued by American Home for the policy period October 26, 1971 to October
2 26, 1974 (“AHAC Excess Policy”), as being among the excess insurance policies under which Debtor
3 asserts a right to defense and indemnity in connection with the Underlying Lawsuits. Lexington
4 Insurance Company was also initially named as a defendant in this action but has been voluntarily
5 dismissed. The insurers in the related adversary proceeding have filed motions to dismiss which were
6 briefed and argued. Based upon the Court’s decision on these motions Breall filed a First Amended
7 Complaint in the adversary proceeding against American Home.

8 The defendant American Home filed a motion to withdraw the reference as to the American Home
9 Coverage Litigation, on March 21, 2024 [Docket No. 26]. In order to avoid unnecessary delay and
10 additional cost to the estate, the Debtor filed a statement of non-opposition to the motion, and on May 2,
11 2024, the District Court ordered withdrawal of the reference as to the Insurance Coverage Litigation.⁴

12 While the Debtor is working diligently to move forward with the American Home Coverage
13 Litigation, the Insurers’ multiple rounds of motions to dismiss, coupled with the motions to withdraw the
14 reference, have created substantial cost and delay in the adjudication of the Debtor’s coverage claims.
15 Nevertheless, the Debtor is optimistic that the American Home Coverage Litigation will proceed swiftly
16 following hearing on the motion to dismiss, which is set for July 11, 2024.

17 18 SERVICES RENDERED

19 In accordance with the *United States Bankruptcy Court Northern District of California Guidelines*
20 *for Compensation and Expense Reimbursement of Professionals and Trustees* (the “Northern District
21 Guidelines”) and the Local Bankruptcy Rules for the Northern District of California (the “Local Rules”),
22 Breall attempted to place the services performed in the category that best relates to the service provided.
23 However, because certain services affected multiple categories, services pertaining to one category may
24 occasionally be included in another category. The fact that similar services appear in several different
25 categories did not result in any duplication of work or billing

26
27 ⁴ Both this case (American Home Coverage Litigation) and the other Insurance Coverage Litigation matters are
28 consolidated in front of Judge Corley in the District Court.

Breall has established the following billing categories in this case to date:

001 – Retention/Billing/Fee Applications for Debtor Professionals
002 – Complaint/Pleadings
003 – Other Motion Practice
004 – Rule 2004 Motions/Discovery/Subpoenas
005 – Scheduling and Status Conference
006 - Discovery
007 – Mediation
008 – Rule 26 Motion/Discovery

Exhibit G includes Breall 's invoices for the Interim Fee Period, which includes a detailed breakdown of the time entries and expenses incurred.

Retention/Billing/Fee Applications for Debtor Professionals (001)

Total Hours 12.6/Total Fees \$9,450.00

During the Fourth Interim Fee Period, Breall prepared first interim fee application and monthly fee applications Joseph Breall also prepared a declaration in support of the first interim fee application.

Complaint/Pleadings (002)

Total Hours 14.1/Total Fees \$10,575.00

During the Fourth Interim Fee Period, Breall worked on issues involving the insurance litigation cases and exploring the issues involved in drafting an amended complaint per the Court's order.

Other Motion Practice (003)

Total Hours 0.40/Total Fees \$300.00

During the Fourth Interim Fee Period, Breall worked on issues involving related motions to dismiss and motions to hold the case in abeyance pending the Bankruptcy Courts decision on the current plan.

Rule 2004 Motions/Discovery/Subpoenas (004)

Total Hours 5.60/Total Fees \$4,200.00

During the Fourth Interim Fee Period, Breall discovery surrounding the insurance issues.

Scheduling and Status Conference (005)

Total Hours 6.1/Total Fees \$4,575.00

During the Fourth Interim Fee Period Breall attend the Status Conference in Federal court and prepared Scheduling and Status Conference statements for the adversary action against defendant American Home as well as met and conferred with opposing counsel on such statements and stipulations.

Discovery (006)

Total Hours 0.50/Total Fees \$375.00

During the Interim Fee Period, Breall, prepared and reviewed discovery propounded/responded by Plaintiff The Roman Catholic Bishop of California and Defendant American Home Assurance Co. and delt with discovery issues.

Mediation (007)

Total Hours 6/Total Fees \$4,500.00

During the Fourth Interim Fee Period, Breall prepared and attended Mediation of this case.

Rule 26 Motion/Discovery (008)

Total Hours 1.7/Total Fees \$1,275

During the Fourth Interim Fee Period, Breall worked on motions and discovery involving the insurer and protective order issues.

List of Expenses by Category

Breall advanced no costs during the Fourth Interim Fee period. A summary chart detailing the type and amount of expenses incurred during the Second Interim Fee Period is attached hereto as **Exhibit E**.

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

Regarding providers of on-line legal research, Breall charges the standard usage rates, these providers charge for computerized legal research. Breall bills its clients the actual amount charged by such services, with no premium. Any volume discount received by Breall is passed on to the client. Breall does not charge for local or long distance calls placed by attorneys from their offices. Breall only bills its

1 clients for the actual costs charged to Breall by teleconferencing services in the event that a multiple party
2 teleconference is initiated through Breall.

3 **Hourly Rates**

4 The hourly rates of all professionals and paraprofessionals rendering services in this case are set
5 forth on the Billing Summary Chart on **Exhibit C** annexed hereto.

6 **Client Review of Billing Statements**

7 Pursuant to the Northern District Guidelines, an email enclosing this Interim Application is being
8 sent to the Debtor concurrently. This email invites the Debtor to discuss with Breall and/or the Office of
9 the United States Trustee any objections, concerns, or questions the Debtor may have with regard to the
10 requested compensation and reimbursement set forth in the Interim Application.

11 **Notice of Application and Hearing**

12 Notice of the submission of this Interim Application and the hearing thereon will be provided to
13 the Office of the United States Trustee, the Debtor, all parties requesting special notice and other interested
14 parties in accordance with the Bankruptcy Rules, Local Bankruptcy Rules, and any applicable orders of
15 the Court. Complete copies of the Interim Application will be promptly furnished to any other party upon
16 specific request. Therefore, notice should be deemed adequate under the circumstances and in accordance
17 with Federal Bankruptcy Rules 2002(a)(6) and 2002(c)(2). Additionally, this Interim Application is
18 available from the claims and noticing agent, KCC, at no charge.

19 **Other Compliance with Large Case Requirements**

20 Attached as **Exhibit B** through **Exhibit F** are the exhibits that Breall understands need to be
21 completed and filed together with this Interim Application in order to comply with the Large Case
22 Guidelines. In addition, pursuant to paragraph C.5 of the Large Case Guidelines, Breall provides the
23 following statements:
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INQUIRY	STATEMENTS
Did you agree to any variations from, or alternatives to, your standard or customary billing rates, fees or terms for services pertaining to this engagement that were provided during the application period? If so, please explain.	No
If the fees sought in this fee application as compared to the fees budgeted for the time period covered by this fee application are higher by 10% or more, did you discuss the reasons for the variation with the client?	N/A
Have any of the professionals included in this fee application varied their hourly rate based on the geographic location of the bankruptcy case?	No
Does the fee application include time or fees related to reviewing or revising time records or preparing, reviewing, or revising invoices? (This is limited to work involved in preparing and editing billing records that would not be compensable outside of bankruptcy and does not include reasonable fees for preparing a fee application.). If so, please quantify by hours and fees.	No.
Does this fee application include time or fees for reviewing time records to redact any privileged or other confidential information? If so, please quantify by hours and fees.	No
If the fee application includes any rate increases since retention: i. Did your client review and approve those rate increases in advance? ii. Did your client agree when retaining the law Breall to accept all future rate increases? If not, did you inform your client that they need not agree to modified rates or terms in order to have you continue the representation, consistent with ABA Formal Ethics Opinion 11-458?	N/A

**THE FEES AND EXPENSES REQUESTED SHOULD
BE AWARDED BASED UPON APPLICABLE LAW**

The fees and expenses requested by this Interim Application are an appropriate award for Breall's services in acting as special insurance counsel to the Debtor.

1 **Evaluation of Requests for Compensation**

2 Pursuant to section 330 of the Bankruptcy Code, the Court may award to a professional person
3 reasonable compensation for actual, necessary services rendered, and reimbursement for actual, necessary
4 expenses incurred. Pursuant to section 331 of the Bankruptcy Code, the Court may award interim
5 compensation and reimbursement to a professional. As set forth above, the fees for which Breall requests
6 compensation and the costs incurred for which Breall requests reimbursement are for actual and necessary
7 services rendered and costs incurred.

8 In determining the amount of allowable fees under section 330(a) of the Bankruptcy Code, courts
9 are to be guided by the same “general principles” as are to be applied in determining awards under the
10 federal fee-shifting statutes, with “some accommodation to the peculiarities of bankruptcy matters.”
11 *Burgess v. Klenske (In re Manoa Finance Co., Inc.)*, 853 F. 2d 687, 691 (9th Cir. 1988).

12 In assessing the propriety of an award of attorneys’ fees, twelve factors relevant to determining
13 such fees were identified in *Johnson v. Georgia Highway Express, Inc.*, 488 F. 2d 714, 717-719 (5th Cir.
14 1974), a Title VII class action case under the Civil Rights Act of 1964, 42 U. S. C. § 2000 et seq., and
15 *Kerr v. Screen Extras Guild, Inc.*, 526 F. 2d 67, 70 (9th Cir. 1975), *cert. denied*, 425 U. S. 951 (1976): (1)
16 the time and labor required, (2) the novelty and difficulty of the questions, (3) the skill requisite to perform
17 the service properly, (4) the preclusion of other employment by the professional due to acceptance of the
18 case, (5) the customary fee, (6) whether fee is fixed or contingent, (7) time limitations imposed by the
19 client or the circumstances, (8) the amount involved and the results obtained, (9) the experience,
20 reputation, and ability of the professionals, (10) the undesirability of the case, (11) the nature and length
21 of the professional relationship with the client, and (12) awards in similar cases. *See American Benefit*
22 *Life Ins. Co. v. Baddock (In re First Colonial Corp. of America)*, 544 F.2d 1291 (5th Cir. 1977) (*Johnson*
23 *criteria applicable in bankruptcy cases*).

24 The time for which compensation is sought is detailed in Breall’s invoices for the Interim Fee
25 Period annexed hereto as **Exhibit G**. Breall ’s services and time expenditures are reasonable in light of
26 the labor required and outcome achieved in these cases. Breall charges for its professional services are
27 based upon the time, nature, extent, and value of such services and the cost of comparable services in the

San Francisco area, other than in a case under the Bankruptcy Code. The compensation Breall seeks by way of this Interim Application is the customary compensation commonly sought by Breall and other professionals representing trustees, committees, and debtors in similar circumstances

Section 330(a)(3) Factors

Section 330(a)(3) of the Bankruptcy Code sets forth five factors to be considered by the Court. Although several of these factors, such as the time involved and the timeliness of Breall's performance, were addressed above, Breall believes two of the five factors should be discussed separately again here.

First, section 330(a)(3)(C) of the Bankruptcy Code requires that the professional services be necessary to the administration of, or beneficial at the time at which the service was rendered toward completion of, the case. Breall believes the facts of this case and the substantial progress that has occurred to date demonstrate that Breall's services were both necessary and beneficial to the estate.

Second, section 330(a)(3)(E) of the Bankruptcy Code requires the compensation to be reasonable based on customary compensation charged by comparably skilled practitioners in cases other than cases under the Bankruptcy Code. Breall believes its attorneys are skilled and have performed well in this case, and that the fees charged by Breall are commensurate with the fees charged by Breall's counterparts engaged in non-bankruptcy specialties of the law.

Available Funds

Breall understands that the Debtor has sufficient funds available for the payment of fees and costs requested herein.

CONCLUSION

Breall requests an interim allowance of all fees and costs for the Interim Fee Period. Breall does not have any agreement or any understanding of any kind or nature to divide, pay over, or share any portion of the fees to be awarded Breall with any other person or attorney, except among members of Breall.

Breall believes that the services rendered for which compensation is sought in this Interim Application have been beneficial to the estate, that the costs incurred have been necessary and proper, and that the sums requested for the services rendered and the costs incurred are fair and reasonable.

1 WHEREFORE, Breall respectfully requests that the Court (a) authorize interim allowance and
2 direct payment of fees and costs, (b) award interim compensation to the Firm in the amount of
3 \$35,250.00 inclusive of all fees and costs for the period September 1, 2024 through December 31, 2024,
4 consisting of \$35,250.00 of fees, and (c) grant such other and further relief as may be appropriate under
5 the circumstances.

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8 DATED: 2/14/25

9 **BREALL & BREALL, LLP**

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11 By: /s/ Joseph M. Breall
12 Joseph M. Breall
13 *Special Insurance Counsel for Debtor,*
14 *The Roman Catholic Bishop of Oakland*
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EXHIBIT A
BREALL RETENTION ORDER



FOLEY & LARDNER LLP

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555 California Street, Suite 1700
San Francisco, CA 94104-1520

The following constitutes the order of the Court.
Signed: September 8, 2023

William J. Lafferty, III
U.S. Bankruptcy Judge

*Counsel for the Debtor
and Debtor in Possession*

Joseph M. Breall (SBN 124329)
BREALL & BREALL, LLP
3625 California Street
San Francisco, CA 94118
Telephone: (415) 345-0545
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jmbreall@brealllaw.com

*Proposed Special Insurance Counsel for
the Debtor*

**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

**ORDER APPROVING DEBTOR'S
APPLICATION TO EMPLOY BREALL &
BREALL LLP AS SPECIAL INSURANCE
COUNSEL PURSUANT TO 11 U.S.C. §§
327(A), 330, 331 & 1107, AND RULES 2014 &
2016 OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE**

1 Upon the application (the "Application")¹ filed by The Roman Catholic Bishop of Oakland, a
2 California corporation sole, and the debtor and debtor in possession (the "Debtor" or "RCBO") in the
3 above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case" or the "Bankruptcy Case"), pursuant
4 to sections 327(a), 330, 331, and 1107 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016, for
5 entry of an order authorizing the employment and retention of Breall & Breall LLP ("Breall") to represent
6 the Debtor as special insurance counsel in the above-captioned case, on the terms described in the
7 Application and as more fully set forth therein; and upon the Declaration of Joseph Breall (the "Breall
8 Declaration") and all other submissions filed in support of the Application; and due and proper notice of
9 the Application having been given; and the Court having found that it has jurisdiction over this matter
10 under 28 U.S.C. §§ 157 and 1334, that this is a core proceeding under 28 U.S.C. §§ 157(a)-(b) and
11 1334(b), and that venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409; and the Court
12 being satisfied based on the representations made in the Application and the Breall Declaration that Breall
13 does not hold or represent any interest adverse to the Debtor's estate in the above-captioned case and is
14 disinterested under section 101(14) and meets the requirements for employment under section 327(a) of
15 the Bankruptcy Code; and the Court finding that cause exists for the entry of this Order, and for authorizing
16 the employment of Breall & Breall LLP as special insurance counsel for the Debtor effective as of the
17 Petition Date, including that such employment as of August 1, 2023 is in the best interests of the Debtor's
18 estate;

19 **IT IS HEREBY ORDERED** that:

- 20 1. The Application is APPROVED as set forth in this Order.
- 21 2. The Debtor is authorized to retain and employ Breall as its special insurance counsel in this
22 case, effective as of August 1, 2023, under the terms set forth in the Application.
- 23 3. Breall's compensation and reimbursement in respect to its fees and expenses incurred
24 representing the Debtor shall be subject to further order of the Court in accordance with the procedures
25 and standards set forth in sections 330 and 331 of the Bankruptcy Code, such Federal Rules of Bankruptcy
26 Procedure and local rules as may be applicable from time to time, and such procedures as may be fixed
27

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

1 by order of this Court, as well as the *United States Bankruptcy Court Northern District of California*
2 *Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees, effective*
3 *February 19, 2014, and the U.S. Trustee Guidelines for Reviewing Applications for Compensation and*
4 *Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases,*
5 *effective November 1, 2013.*

6 4. Notwithstanding anything to the contrary in this Order, or the Application, the Court is not
7 approving terms and conditions of Breall's employment under 11 U.S.C. § 328(a).

8 5. In the event of any inconsistency between the Application and this Order, this Order shall
9 govern.

10 6. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be
11 immediately effective and enforceable immediately upon its entry.

12 7. The Debtor is authorized and empowered to take all action necessary to effectuate the relief
13 granted in this Order.

14 8. This Court shall retain jurisdiction with respect to all matters arising from or related to the
15 implementation, interpretation, or enforcement of this Order.

16 *** END OF ORDER ***
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ORDER APPROVING DEBTOR'S APPLICATION TO EMPLOY BREALL & BREALL LLP

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COURT SERVICE LIST

All ECF Recipients.

ORDER APPROVING DEBTOR'S APPLICATION TO EMPLOY BREALL & BREALL LLP

EXHIBIT B

CUSTOMARY AND COMPARABLE DISCLOSURES WITH FEE APPLICATIONS

(SEE GUIDELINES C.3 FOR DEFINITION OF TERMS USED IN THIS EXHIBIT.)

Category of Timekeeper	Hourly Rate	
	BILLED Firm for preceding year, excluding bankruptcy	BILLED In the Interim Fee Period
Joseph M. Breall, Partner	\$750.00	\$750.00

Case Name: The Roman Catholic Bishop of Oakland
Case Number: 23-bk-40523
Applicant's Name: Breall & Breall LLP
Date of Application: October 11, 2024
Interim or Final: Interim

EXHIBIT C

SUMMARY OF TIMEKEEPERS INCLUDED IN THIS INTERIM FEE APPLICATION

Name of Professional Individual	Initials	Department, Group or Section	Position of the Professional, Year of Obtaining License to Practice	Hourly Billing Rate	Total Hours Billed	Total Compensation
Joseph M. Breall	JMB	Litigation	Partner, 1986	\$750	47	\$35,250.00
TOTAL					47	\$35,250.00

Case Name: The Roman Catholic Bishop of Oakland
Case Number: 23-bk-40523
Applicant's Name: Breall & Breall LLP
Date of Application: October 4, 2024
Interim or Final: Interim

EXHIBIT D

SUMMARY OF COMPENSATION REQUESTED BY CATEGORY

(SEE GUIDELINES ¶ C.8 FOR PROJECT CATEGORY INFORMATION)

Category	Hours	Amount
001 – Retention/Billing/Fee Applications for Debtor Professionals	12.6	\$9,450.00
002 – Complaint/Pleadings	14.1	\$10,575.00
003 – Other Motion Practice	0.40	\$300.00
004 – Rule 2004 Motions/Discovery/ Subpoenas	5.6	\$4,200.00
005 – Scheduling and Status Conference	6.1	\$4,575.00
006 – Discovery	0.5	\$375.00
007 – Mediation	6	\$4,500.00
008 – Rule 26 Motion/Discovery	1.7	\$1,275
TOTAL:	47.0	\$35,250.00

Case Name: The Roman Catholic Bishop of Oakland
Case Number: 23-bk-40523
Applicant's Name: Breall & Breall LLP
Date of Application: October 11, 2024
Interim or Final: Interim

EXHIBIT E

SUMMARY OF EXPENSE REIMBURSEMENT REQUESTED BY CATEGORY

(SEE GUIDELINES ¶ C.8 FOR PROJECT CATEGORY INFORMATION)

Expenses	Amount
None	\$0
TOTAL:	\$0

Case Name: The Roman Catholic Bishop of Oakland
Case Number: 23-bk-40523
Applicant's Name: Breall & Breall, LLP
Date of Application: October 11, 2024
Interim or Final: Interim

EXHIBIT F

BREALL BUDGET AND STAFFING PLAN

The Breall attorneys staffed on this case, subject to modification depending on further development, are set forth in (1) the Declaration of Joseph M. Breall in Support of Debtor's Application to Employ Breall & Breall LLP as Special Insurance Counsel Pursuant to 11 U.S.C. 327(a), 330, 331, & 1107, and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure, and (2) supplemented as set forth in Exhibit C of this Interim Application, and the Debtor has approved that staffing.

EXHIBIT G

BREALL INVOICES

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Breall & Breall, LLP
3625 California Street
San Francisco, CA 94118
Tax ID 94-3339033

The Roman Catholic Bishop of Oakland

October 28, 2024
Invoice No:14796

In Reference To: The Roman Catholic Bishop of Oakland vs American Home Assurance Co.
Case No.: 23-40523 WJL
Chapter 11

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>Complaint/Pleadings</u>			
9/3/2024	JMB Conference with co-counsel regarding amending complaint.	0.40 750.00/hr	300.00
	JMB Email to opposing counsel regarding tolling agreement.	0.10 750.00/hr	75.00
9/4/2024	JMB Review and analyze e-mail response from opposing counsel regarding tolling agreement. Respond to same.	0.20 750.00/hr	150.00
9/5/2024	JMB Review and analyze defense counsel's e-mail regarding holding agreement.	0.20 750.00/hr	150.00
	JMB Reply email to defense counsel regarding holding agreement.	0.20 750.00/hr	150.00
	JMB Review and revise co-counsel's revised language for holding agreement. Respond to American Home counsel regarding same.	0.40 750.00/hr	300.00
	JMB Respond to co-counsel's e-mail regarding Holding agreement language and American Home.	0.20 750.00/hr	150.00
9/9/2024	JMB Review and analyze CNA changes to tolling agreement.	0.30 750.00/hr	225.00
	JMB Review and analyze CNA's counsel's objections to draft allegations/exemplar for new complaint	0.40 750.00/hr	300.00
9/10/2024	JMB Email to opposing counsel regarding tolling agreement.	0.10 750.00/hr	75.00
	JMB Email to co-counsel regarding changes to allegations in new complaint.	0.20 750.00/hr	150.00

			<u>Hrs/Rate</u>	<u>Amount</u>
9/11/2024	JMB	Preparation of pleadings - continue drafting Second Amended Complaint	2.75 750.00/hr	2,062.50
	JMB	Reply email to co-counsel regarding changes to amended complaint.	0.20 750.00/hr	150.00
9/12/2024	JMB	Exchange email to co-counsel regarding changes to amended complaint.	0.20 750.00/hr	150.00
	JMB	Preparation of pleadings - finalize second amended complaint	2.00 750.00/hr	1,500.00
	JMB	Review and analyze final tolling agreement in related case.	0.30 750.00/hr	225.00
	JMB	Preparation of pleadings - preparation of mirror image tolling agreement for AHAC case.	0.70 750.00/hr	525.00
	JMB	Review email to opposing counsel regarding tolling agreement and issues with same.	0.20 750.00/hr	150.00
	JMB	Telephone calls with opposing Attorney regarding mirror image tolling agreement.	0.30 750.00/hr	225.00
	JMB	Preparation of pleadings - revise tolling agreement.	1.00 750.00/hr	750.00
	JMB	Prepare email to opposing counsel with comparison of the two tolling agreement as well as clean versions of the AHAC tolling agreement.	0.30 750.00/hr	225.00
9/13/2024	JMB	Review and analyze revisions to tolling agreement by defense counsel.	0.40 750.00/hr	300.00
	JMB	Reply email to defense counsel accepting changes to tolling agreement.	0.20 750.00/hr	150.00
9/19/2024	JMB	Email to defense attorney regarding status of tolling agreement.	0.10 750.00/hr	75.00
	JMB	Review and analyze defendant's executed tolling agreement.	0.30 750.00/hr	225.00
	JMB	Reply email to defense counsel with signature page to tolling agreement.	0.20 750.00/hr	150.00
9/27/2024	JMB	Exchange of emails with co-counsel and committee attorneys regarding status of consolidation of cases and related case issues raised by defense counsel.	0.40 750.00/hr	300.00
SUBTOTAL:			[12.25	9,187.50]

			<u>Hrs/Rate</u>	<u>Amount</u>
<u>Retention/Billing/Fee Applications for Debtor Professionals</u>				
9/10/2024	JMB	Preparation of pleadings - Statement of no objection.	0.80 750.00/hr	600.00
9/30/2024	JMB	Preparation of pleadings - Monthly fee statement.	1.00 750.00/hr	750.00
SUBTOTAL:			[1.80	1,350.00]
<u>Rule 26 Motion/Discovery</u>				
9/30/2024	JMB	Review and analyze and revise joiner to discovery plan	0.50 750.00/hr	375.00
SUBTOTAL:			[0.50	375.00]
<u>Scheduling and Status Conference</u>				
9/25/2024	JMB	Review and analyze related case's status conference statement and discovery plan	0.20 750.00/hr	150.00
	JMB	Telephone call with opposing Attorney regarding discovery and status conference plan and joining other case filing.	0.10 750.00/hr	75.00
9/26/2024	JMB	Reply email to co-counsel regarding status conference and discovery plan. Review reply.	1.00 750.00/hr	750.00
	JMB	Reply email to client from opposing counsel for conference to discuss discovery plan.	0.10 750.00/hr	75.00
9/27/2024	JMB	Meeting with opposing counsel regarding discovery plan and issues.	0.50 750.00/hr	375.00
	JMB	Send email to opposing counsel regarding related case issue.	0.10 750.00/hr	75.00
9/30/2024	JMB	Telephone calls with opposing Attorney regarding discovery plan and related case status.	0.20 750.00/hr	150.00
	JMB	Review and analyze Case Management Conference statement. Send same to American Home to join.	0.40 750.00/hr	300.00
	JMB	Preparation of pleadings - joiner to Case Management Conference statement.	0.50 750.00/hr	375.00
SUBTOTAL:			[3.10	2,325.00]

	<u>Hours</u>	<u>Amount</u>
For professional services rendered	17.65	\$13,237.50

<u>Name</u>	Timekeeper Summary		
Joseph M. Breall (JMB)	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
	17.65	750.00	\$13,237.50

Breall & Breall, LLP
3625 California Street
San Francisco, CA 94118
Tax ID 94-3339033

The Roman Catholic Bishop of Oakland

November 25, 2024
Invoice No:14812

In Reference To: The Roman Catholic Bishop of Oakland vs .American Home Assurance Co.
Case No.: 23-40523 WJL
Chapter 11

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
		<u>Mediation</u>		
10/22/2024	JMB	Court Appearance Mediation	2.50 750.00/hr	1,875.00
10/31/2024	JMB	Court Appearance Mediation	2.50 750.00/hr	1,875.00
	JMB	Conference with co-counsel regarding mediation.	0.40 750.00/hr	300.00
	JMB	Conference with co-counsel regarding mediation.	0.40 750.00/hr	300.00
	JMB	Exchange of email with opposing counsel regarding mediation.	0.20 750.00/hr	150.00
		SUBTOTAL:	[6.00	4,500.00]
		<u>Scheduling and Status Conference</u>		
10/1/2024	JMB	Send email to opposing counsel regarding Case Management Conference statement joindere	0.10 750.00/hr	75.00
	JMB	Review and analyze proposed joinder to Case Management Conference statement. Provide consent to file.	0.20 750.00/hr	150.00
10/2/2024	JMB	Court Appearance on Case Management Conference.	0.50 750.00/hr	375.00
		SUBTOTAL:	[0.80	600.00]

Name	Timekeeper Summary	Hours	Rate	Amount
Joseph M. Breall (JMB)		6.80	750.00	\$5,100.00

Breall & Breall, LLP
3625 California Street
San Francisco, CA 94118
Tax ID 94-3339033

The Roman Catholic Bishop of Oakland

December 24, 2024

Invoice No:14814

In Reference To: The Roman Catholic Bishop of Oakland vs .American Home Assurance Co.
Case No.: 23-40523 WJL
Chapter 11

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
	<u>Complaint/Pleadings</u>			
11/20/2024	JMB	Exchange of emails with opposing counsel in stipulation to continue response date to pleadings and extend discovery in light of motion to hold cases in abeyance.	0.40 750.00/hr	300.00
11/21/2024	JMB	Review and analyze stipulation to continue responsive pleading dates due to motion to hold actions in abeyance.	1.00 750.00/hr	750.00
SUBTOTAL:			[1.40	1,050.00]
	<u>Retention/Billing/Fee Applications for Debtor Professionals</u>			
11/12/2024	JMB	Preparation of pleadings - certificate of no objection to Thirteenth monthly fee statement.	0.50 750.00/hr	375.00
11/20/2024	JMB	Preparation of pleadings - motion to corrected order granting Second Interim Fee Application of Breall & Breall LLP	1.00 750.00/hr	750.00
	JMB	Preparation of pleadings - motion to corrected order granting Second Interim Fee Application of Breall & Breall LLP	1.00 750.00/hr	750.00
	JMB	Preparation of pleadings - notice of to corrected order granting Second Interim Fee Application of Breall & Breall LLP	1.00 750.00/hr	750.00
	JMB	Preparation of pleadings - declaration of Joseph Breall in support of order to corrected order granting Second Interim Fee Application of Breall & Breall LLP	1.00 750.00/hr	750.00
11/25/2024	JMB	Preparation of Fourteenth monthly fee statement.	1.00 750.00/hr	750.00
11/26/2024	JMB	Preparation of pleadings - Fourteenth Fee Statement	1.00 750.00/hr	750.00

			<u>Hrs/Rate</u>	<u>Amount</u>
		SUBTOTAL:	[6.50	4,875.00]
		<u>Rule 2004 Motions/Discovery/Subpoenas</u>		
11/5/2024	JMB	Preparation of pleadings - answers to request for production of documents.	3.00 750.00/hr	2,250.00
11/11/2024	JMB	Exchange of emails with opposing counsel regarding extensions on discover.	0.30 750.00/hr	225.00
11/19/2024	JMB	Review and analyze RCBO motion to hold cases in abeyance.	0.45 750.00/hr	337.50
	JMB	Exchange of email with all counsel on motion to hold matter in abeyance.	0.25 750.00/hr	187.50
	JMB	Exchange of email with co-ounsel on motion to hold matter in abeyance.	0.25 750.00/hr	187.50
11/20/2024	JMB	Exchange of email with all counsel regarding hearing on motion to hold case in abeyance.	0.35 750.00/hr	262.50
	JMB	Preparation of pleadings - prepare joinder to motion to hold cases in abeyance.	1.00 750.00/hr	750.00
		SUBTOTAL:	[5.60	4,200.00]
		<u>Rule 26 Motion/Discovery</u>		
11/21/2024	JMB	Preparation of pleadings - Joinder to motion to hold cases in abeyance. Filed in additional action.	1.00 750.00/hr	750.00
	JMB	Reply email to opposing counsel regarding stipulation to continue date to	0.20 750.00/hr	150.00
		SUBTOTAL:	[1.20	900.00]
		<u>Scheduling and Status Conference</u>		
11/4/2024	JMB	Review and analyze proposed stipulation and order to continue status conference.	0.20 750.00/hr	150.00
	JMB	Review and analyze court order moving Case Management/Status Conference conference.	0.10 750.00/hr	75.00
11/25/2024	JMB	Research Case Management Conference statement from related case.	0.30 750.00/hr	225.00

		<u>Hrs/Rate</u>	<u>Amount</u>
11/25/2024	JMB Exchange email with opposing counsel regarding Case Management Conference statement.	0.20 750.00/hr	150.00
	JMB Review and analyze joint Case Management Conference statement.	0.40 750.00/hr	300.00
	JMB Conference with co-counsel on status and upcoming Case Management Conference.	0.20 750.00/hr	150.00
11/26/2024	JMB Court Appearance at status conference.	0.50 750.00/hr	375.00
	JMB Prepare e-mail to co-counsel regarding post hearing issues.	0.30 750.00/hr	225.00
SUBTOTAL:		[2.20	1,650.00]
For professional services rendered		16.90	\$12,675.00

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph M. Breall (JMB)	16.90	750.00	\$12,675.00

Breall & Breall, LLP
3625 California Street
San Francisco, CA 94118
Tax ID 94-3339033

The Roman Catholic Bishop of Oakland

January 28, 2025
Invoice No:14818

In Reference To: The Roman Catholic Bishop of Oakland vs .American Home Assurance Co.
Case No.: 23-40523 WJL
Chapter 11

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>Complaint/Pleadings</u>			
12/6/2024	JMB Preparation of pleadings - joint stipulation to extend time to file responsive pleadings due to motion to stay.	0.45 750.00/hr	337.50
SUBTOTAL:		[0.45	337.50]
<u>Discovery</u>			
12/30/2024	JMB Exchange of email with opposing counsel regarding extension on discovery responses.	0.30 750.00/hr	225.00
	JMB Reiview email from co-counsel regarding discovery.	0.20 750.00/hr	150.00
SUBTOTAL:		[0.50	375.00]
<u>Other Motion Practice</u>			
12/30/2024	JMB Conference with co-counsel regarding upcoming hearings on motions for stay and bankruptcy motions.	0.40 750.00/hr	300.00
SUBTOTAL:		[0.40	300.00]
<u>Retention/Billing/Fee Applications for Debtor Professionals</u>			
12/10/2024	JMB Preparation of pleadings for certificate of no objection.	1.00 750.00/hr	750.00
12/11/2024	JMB Court Appearance on Fee Application motion and motion to correct prior applicaiton	2.30 750.00/hr	1,725.00

	<u>Hrs/Rate</u>	<u>Amount</u>
12/24/2024 JMB Preparation of pleadings - Fifteenth Monthly Fee Statement	1.00 750.00/hr	750.00
SUBTOTAL:	[4.30	3,225.00]
For professional services rendered	5.65	\$4,237.50

Timekeeper Summary			
Name	Hours	Rate	Amount
Joseph M. Breall (JMB)	5.65	750.00	\$4,237.50