

The Gallagher Law Group
Timothy Gallagher
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1875 Century Park East, Ste.1550
Los Angeles, CA 90067
Court Appointed Mediator

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

**COVER SHEET TO SECOND INTERIM
FEE APPLICATION OF THE GALLAGHER
LAW GROUP, AS MEDIATOR, FOR
ALLOWANCE AND PAYMENT OF
COMPENSATION FOR THE PERIOD OF
SEPTEMBER 2, 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:	Timothy Gallagher through The Gallagher Law Group
Name of Client:	The Roman Catholic Bishop of Oakland
Time Period covered by this application:	September 2, 2024 – December 31, 2024
Total compensation sought this period:	\$97,125.00
Total expenses sought this period:	\$565.01
Petition date:	May 8, 2023
Retention date:	January 22, 2024
Date of order approving employment:	January 22, 2024 (Docket No. 810)
Total fees approved by interim order to date:	\$0
Total expenses approved by interim order to date:	\$0
Total allowed fees paid to date:	\$0
Total allowed expenses paid to date:	\$0
Blended rate in this application for all attorneys:	\$1,250
Blended rate in this application for all timekeepers:	\$1,250
Fees sought in this application already paid pursuant to a monthly compensation order but not yet allowed:	\$0
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:	0
Are any rates higher than those approved or disclosed at retention? If yes, calculate and disclose the total compensation sought in this application using the rates originally disclosed in the retention application:	No
Interim or Final:	Interim

SUMMARY OF MONTHLY FEE STATEMENTS FOR THE INTERIM FEE PERIOD

None.

Summary of Any Objections to Monthly Fee Statements: **None.**

Compensation and Expenses Sought in this Interim Application and Not Yet Paid: **\$97,690.01**

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Court Appointed Mediator

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

**SECOND INTERIM FEE APPLICATION OF
THE GALLAGHER LAW GROUP, AS
MEDIATOR, FOR ALLOWANCE AND
PAYMENT OF COMPENSATION 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

I. INTRODUCTION

Mediator Timothy Gallagher, through the Gallagher Law Group (the "Mediator"), as court-appointed mediator to The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor-in-possession (the "Debtor" or "RCBO"), pursuant to that *Order Referring Parties to Mediation, Appointing Mediators, and Granting Related Relief* [Docket No. 810], attached hereto as **Exhibit A** (the "Mediation Order"), respectfully submits this first interim application for allowance of compensation (the "Interim Application") for mediation services performed for the period of September 2, 2024 through December 31, 2024 (the "Interim Fee Period") in the above-captioned Chapter 11 bankruptcy case (the "Bankruptcy Case").

The Mediator seeks interim approval of its fees incurred during the Interim Fee Period totaling **\$97,690.01**. This sum represents compensation in the amount of **\$97,125.00** for the total of **77.70** hours spent by the Mediator for mediation services provided to the Debtor and **\$565.01** for reimbursement of expenses incurred during the Interim Fee Period. The Mediator has received a total of **\$0** in payments for services during the Interim Fee Period and therefore now requests **\$97,690.01** be paid to the Mediator.

This Interim Application is based upon the contents hereof, together with the exhibits, as well as any evidence or argument that the Court may entertain at the time of the hearing on the Interim Application. Attached as **Exhibit B** are time records detailing the amount of fees charged and hours worked by the Mediator during the Interim Fee Period. In order to preserve and protect the confidentiality of the mediation, the time entries submitted are not as detailed as is customary in other kinds of fee applications.

II. BACKGROUND

A. General Background

On May 8, 2023 (the "Petition Date"), the Debtor filed its voluntary Chapter 11 petition commencing the Bankruptcy Case. The Debtor continues to operate its ministry and manage its assets and properties as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee has been appointed in this Bankruptcy Case.

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

1 The Debtor is a corporation sole organized under the laws of the State of California. The Debtor
2 conducts its civil affairs under the laws of the State of California and the United States of America and in
3 accordance with the Code of Canon Law, the ecclesiastical law of the Roman Catholic Church. Additional
4 information regarding the Debtor, its mission, ministries, and operations, and the events and circumstances
5 preceding the Petition Date, is set forth in the *Declaration of Charles Moore, Managing Director of*
6 *Alvarez & Marsal North America, LLC, Proposed Restructuring Advisor to the Roman Catholic Bishop*
7 *of Oakland, in Support of Chapter 11 Petition and First Day Pleadings* [Docket No. 19], which is
8 incorporated herein by reference.

9 **B. Employment of Timothy Gallagher through The Gallagher Law Group**

10 On December 19, 2023, the Debtor and the Committee filed a *Joint Motion for Entry of Order*
11 *Referring Parties to Mediation, Appointing Mediators and Granting Related Relief* (the “Motion”)
12 [Docket No. 705], pursuant to sections 105(a), 363(b), 502(b) and 541 of title 11 of the United States Code
13 (the “Bankruptcy Code”), Rule 1001 of the Federal Rules of Bankruptcy Procedure and Local Rule of
14 Bankruptcy Procedure for the Northern District of California (“Local Rule”) 9044-1, to mediate the
15 Mediation Matters (as such term is defined therein) and appointing the mediators.

16 On January 4, 2024, *Pacific’s Objection to the Joint Motion for Entry of Order Referring Parties*
17 *to Mediation and Granting Related Relief* [Docket No. 748] and joinders to the Pacific Objection were
18 filed by (i) Continental Casualty Company [Docket No. 751] and (ii) Travelers Casualty & Surety
19 Company f/k/a Aetna Casualty & Surety Company [Docket No. 755]. On January 22, 2024, the Court
20 entered the Mediation Order. The Mediation Order provided for the appointment of Hon. Newsome (Ret.)
21 (“Judge Newsome”) and Mr. Gallagher as mediators (the “Mediators”) for the insurance related matters
22 and directed them to apply for the payment of fees and reimbursement of expenses subject to Court
23 approval.

24 **C. Present Posture of Mediation and Summary of Mediation Services Provided**

25 Since the Mediator’s appointment, and during the Interim Fee Period, the Mediator has attempted
26 to mediate the significant issues in the case with the objective of reaching an efficient resolution among
27 the mediation parties. These efforts have included multiple meetings of the Mediator and each mediation
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1 party separately in-person and via telephone or video-conferencing during the Interim Fee Period, as well
2 as in-person mediation sessions with the mediation parties on June 18. The mediation has not yet reached
3 a resolution, but the Mediator believes progress has been made and the mediation process remains
4 ongoing.

5 **III. REIMBURSEMENT OF EXPENSES**

6 The Mediator is seeking expenses of \$565.01 in connection with this Interim Application.

7 **IV. COMPLIANCE WITH GUIDELINES**

8 **A. Hourly Rates**

9 Timothy Gallagher's rate is \$1,250.00. Mr. Gallagher is the only professional whose time is
10 included in this Interim Application.

11 **B. Client Review of Billing Statements**

12 Pursuant to the Northern District Guidelines, an email enclosing this Interim Application is being
13 sent to the Debtor. This email will include the language required by the Guidelines, inviting the Debtor
14 to discuss with the Mediator and/or the US Trustee any objections, concerns, or questions the Debtor may
15 have with regard to the requested compensation and reimbursement set forth in the Interim Application.

16 **C. Notice of Application and Hearing**

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

24 **D. No Agreements to Share Compensation**

25 The Mediator has no agreement or understanding of any kind or nature to divide, pay over, or share
26 any portion of the fees to be awarded to it with any other person or attorney.

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V. CONCLUSION

The Mediator believes that the services rendered for which compensation is sought in this Interim Application have been beneficial to the estate and that the sums requested for the services rendered and are fair and reasonable.

WHEREFORE, the Mediator respectfully requests that the Court award interim compensation to the Mediator in the amount of **\$97,690.01** inclusive of all fees and costs for the period from September 2, 2024 through December 31, 2024.

DATED: February 14, 2025

**TIMOTHY GALLAGHER THROUGH THE
GALLAGHER LAW GROUP**

/s/ Timothy Gallagher

Timothy Gallagher

Court-Appointed Mediator

EXHIBIT A
MEDIATION ORDER



The following constitutes the order of the Court.
Signed: January 22, 2024

A handwritten signature in black ink, reading "William J. Lafferty, III", is written over a horizontal line.

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

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 REFERRING PARTIES TO
MEDIATION, APPOINTING
MEDIATORS, AND GRANTING
RELATED RELIEF**

Hearing Held

Date: January 17, 2024

Time: 9:30 a.m.

Location: 1300 Clay St, Ctrm 220/Zoom,
Oakland, CA 94612

Upon the *Joint Motion for Entry of Order Referring Parties to Mediation, Appointing Mediators and Granting Related Relief* [Dkt. No. 705] (the “**Motion**”) filed by (i) the Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the “**Debtor**”) in the above-captioned chapter 11 bankruptcy case (the “**Chapter 11 Case**”) and (ii) the Official Committee of Unsecured Creditors (the “**Committee**,” and together with the Debtor, the “**Movants**”) for entry of an order requiring mediation (the “**Mediation**”) of the Mediation Matters (defined below) and appointing mediators; and upon *Pacific’s Objection*

1 to Joint Motion for Entry of Order Referring Parties to Mediation and Granting Related Relief
2 [Dkt No. 748] (the “**Pacific Objection**”) and to the joinders to the Pacific Objection filed by (i)
3 Continental Casualty Company [Dkt. No. 751] and (ii) Travelers Casualty & Surety Company
4 f/k/a Aetna Casualty & Surety Company [Docket No. 755] (collectively with the Pacific
5 Objection, the “**Objection**”); and the Court having reviewed and considered the Motion, the
6 reply to the Objection filed by the Movants [Dkt. No. 761], and the Objection, and the
7 statements of counsel at the hearing held on the Motion on January 9 and 17, 2024; and the
8 Court finding that it has jurisdiction over this matter, that venue in this Court is proper, and that
9 notice of the Motion thereon was reasonable and sufficient under the circumstances; and the
10 Court further finding that the relief requested in the Motion is in the best interests of the Debtor,
11 its estate and its creditors; and after due deliberation and good cause appearing,

12 **IT IS HEREBY ORDERED** as follows:

13 1) The Motion is GRANTED as set forth and modified below.

14 2) The Court authorizes and appoints Hon. Christopher Sontchi (Ret.) (“**Judge**
15 **Sontchi**”) and Jeff Krivis (“**Mr. Krivis**” and together with Judge Sontchi, the “**Committee**
16 **Mediators**”) for the purpose of mediating the Committee Mediation Matters (defined below).
17 The Court authorizes and appoints Hon. Randall Newsome (Ret.) (“**Judge Newsome**”) and
18 Timothy Gallagher (“**Mr. Gallagher**” and together with Judge Newsome, the “**Insurance**
19 **Mediators**”) for the purpose of mediating the Insurance Mediation Matters (defined below).
20 The Committee Mediators and Insurance Mediators are collectively referred to herein as the
21 “**Mediators.**”

22 3) The Mediators, as court appointed mediators, shall be immune from claims arising
23 out of acts or omissions incident to the Mediators’ services rendered in connection with the
24 Mediation to the maximum extent permitted by law.

25 4) The Mediators shall apply for the payment of their fees and the reimbursement of
26 their expenses in conformity with the Bankruptcy Code, Bankruptcy Rules, Local Rules and
27 orders of this Court, provided that the Insurers (as defined below) shall pay fifty percent (50%)
28 of the fees and expenses of the Insurance Mediators when and as due according to the

1 authorization obtained pursuant to the Bankruptcy Code, Bankruptcy Rules, Local Rules and
2 orders of this Court.

3 5) The participants in the mediation (the “**Mediation Parties**” and each a “**Mediation**
4 **Party**”), through their respective counsel, are:

- 5 A. the Debtor;
- 6 B. the Committee; and,
- 7 C. The Debtor’s insurers named as defendants in adversary proceedings *The*
8 *Roman Catholic Bishop of Oakland v. Pacific Indemnity et al.*, Adv. Case
9 No. 23-04028 and *The Roman Catholic Bishop of Oakland v. American*
10 *Home Assurance Co. et al.*, Adv. Case No. 23-04037 (such adversary
11 proceedings, the “**Adversary Proceedings**” and such insurer defendants,
12 the “**Insurers**”).

13 6) The following matters are hereby referred to mediation between the Committee and
14 Debtor (the “**Committee Mediation Matters**”), all of which are within this Court’s jurisdiction
15 over the administration of this chapter 11 case:

- 16 i. Assessment of sexual abuse claims and the Debtor’s potential legal
17 liability for the sexual abuse claims;
- 18 ii. The negotiation of material financial, injunctive, and other provisions of a
19 plan of reorganization;
- 20 iii. The resolution of disputes related to the formation of a trust and the
21 process for allowance of and distributions to holders of abuse claims;
- 22 iv. The resolution of disputes related to the process to resolve claims
23 asserted by or against a church and certain other non-Debtor Catholic
24 entities within the Diocese;
- 25 v. The resolution of any other issue necessary to reach agreement on the
26 terms of a confirmable plan of reorganization; and,
- 27 vi. Such other issues as may arise.

1 7) The following matters are hereby referred to mediation between the Debtor, the
2 Committee, and the Insurers (the “**Insurance Mediation Matters**”), all of which are within this
3 Court’s jurisdiction over the administration of this Chapter 11 case:

- 4 i. Assessment of sexual abuse claims;
- 5 ii. The claims and defenses asserted by the parties in the Adversary
6 Proceedings, including issues related to indemnity, defense, and
7 insurance coverage of sexual abuse claims and the obligations of the
8 Debtors and parishes;
- 9 iii. The negotiation of material financial, injunctive, and other provisions of a
10 plan of reorganization, as directly affects the Insurers;
- 11 iv. The resolution of any other issue necessary to reach agreement on the
12 terms of a confirmable plan of reorganization; and,
- 13 v. Such other issues as may arise.

14 8) At any time following entry of this Order, one or more of the Mediation Parties
15 may, individually or jointly, propose in writing that the Mediators address one or more
16 particular Mediation Issues (each such proposal, a “**Mediation Proposal**”) so long as such
17 Mediation Party or Parties submits the Mediation Proposal by email to all of the Mediators and
18 all of the Parties and describes, with specificity, the Mediation Issue(s) that are the subject of
19 the Mediation Proposal. Upon receipt of a Mediation Proposal, the Mediators shall confer and
20 determine, in their discretion, the allocation of responsibility amongst themselves with respect
21 to the Mediation Issue(s) that are the subject of the Mediation Proposal. Notwithstanding
22 anything to the contrary in this Order, and for the avoidance of doubt, no Mediation Party shall
23 be required to participate in the mediation of any Mediation Issue(s).

24 9) The Mediators shall consult with the Mediation Parties on the matters concerning
25 the Mediation, including, without limitation: (a) the structure and timing of Mediation
26 procedures, including, without limitation, the attendance of specific Mediation Parties at
27 particular Mediation sessions; and (b) the timing, general content, and manner of any
28 submissions to the Mediators. Notwithstanding any provision of this order, nothing shall

1 prevent the Mediators from considering modifications to the subjects to be included in the
2 Committee Mediation Matters and the Insurance Mediation Matters, as set forth in paragraphs 7
3 and 8 of this Order.

4 10) The results of the Mediation are non-binding and are without prejudice to any
5 Mediation Party's rights, claims, or defenses, including with respect to any of the Mediation
6 Matters, all of which are expressly preserved.

7 11) The Mediation shall take place on such date(s) and location(s) (either in-person or
8 via electronic means), as the Mediators reasonably determine, which may include joint and
9 private meetings between the Mediators and Mediation Parties during the course of the
10 Mediation, including joint and separate meetings with any of the parties to the Committee
11 Mediation Matters and the Insurance Mediation Matters.

12 12) The Mediators shall have the authority to require a representative, with complete
13 authority to negotiate and settle all disputed issues and amounts, of each of the Mediation
14 Parties to personally attend the Mediation meeting(s) either in person or via video conference.

15 13) The Mediators shall have authority to control all procedural aspects of the
16 Mediation(s), including when the Mediation Parties will meet jointly and/or separately with the
17 Mediator(s), and whether meetings shall be by telephone, video conference, or in person. The
18 Mediators may require Mediation Parties to sign a mediation agreement as may be reasonably
19 required to promote the Mediation, except that any such supplemental agreement shall be
20 consistent with and subject in all respects to the terms of this Order. The Mediators may report
21 to the Court any willful failure to attend or participate in good faith in the mediation process or
22 mediation conference. Such failure may result in the imposition of sanctions by the Court.

23 14) Participation by the Mediation Parties in the Mediation will not prejudice their
24 rights with respect to any disputed issue in the Chapter 11 Case, and all such rights, to the extent
25 they existed prior to this Order, are preserved and may be exercised consistent with any order of
26 the Court. This includes, without limitation, the Mediation Parties' rights (if any) to (a) seek a
27 judicial determination from this Court with respect to any issue that may arise during the
28 Mediation requiring judicial resolution; (b) contest the jurisdiction of the Bankruptcy Court; (c)

1 contest the entry of final orders or judgments by the Bankruptcy Court; (d) withdraw the
2 reference; or (e) demand arbitration or a trial by jury.

3 15) After the Mediation concludes, the Mediators will report to chambers staff whether
4 the Mediation resulted in a settlement.

5 16) The provisions of Local Rule 9047-1 pertaining to the “Confidentiality” of the
6 Bankruptcy Dispute Resolution Program shall govern the Mediation; provided, however, that if
7 a Mediation Party puts at issue any good faith finding concerning the Mediation in any
8 subsequent action concerning insurance coverage, the parties’ right to seek discovery, if any, is
9 preserved. However, nothing in this paragraph shall limit communications between the
10 Mediators during the Mediation. Further, nothing in this paragraph makes a document or other
11 information confidential that was received or developed by a Mediation Party without an
12 obligation of confidentiality that related to the Mediation.

13 17) The Mediation Parties shall cooperate in pre-mediation discovery. In the event that
14 a discovery dispute arises that cannot be resolved by negotiation among the Mediation Parties
15 involved, a motion may be brought before this Court to resolve the dispute. The Court may hold
16 hearings on short notice on any discovery dispute. The Court expects the Mediation Parties to
17 obtain such information as they may deem reasonable to participate meaningfully in the
18 Mediation.

19 18) Notwithstanding any provision of this Order to the contrary, (a) nothing contained
20 in this Order shall authorize any Mediation Party to produce documents or information that are
21 subject to attorney-client privilege, attorney work product, or any other legally recognized
22 privilege; and (b) the Debtor shall not as part of the Mediation or otherwise provide the
23 Committee or its counsel with any materials created or used in the defense and resolution of
24 abuse claims that may be subject to an attorney client privilege, attorney work product privilege,
25 common interest privilege (subject to the provisions of paragraph 20 below), or other rule of
26 privilege or confidentiality, unless the Debtor first shares those materials with the Insurers and
27 the Insurers consent to the disclosure of those materials.

1 19) If any of the parties subject to this Order believe that they share a “common
2 interest” privilege with respect to any information or communications subject to this Order,
3 before any such privilege may be invoked, such parties shall memorialize the terms of their
4 agreement concerning the existence and scope of such privilege in a written agreement to be
5 executed by all parties asserting a right to invoke the privilege and to be lodged with the Court.
6 If the parties decide to ask the Court to approve their agreement regarding a common interest
7 privilege, and to the enforce such agreement if so approved, the Court will consider a motion to
8 obtain such relief on notice to the other participants in the Mediation who are not parties to the
9 agreement.

10 20) Notwithstanding any provision of this Order to the contrary, no Mediation Party
11 may disclose to any other Mediation Party, either in connection with the Mediation or any pre-
12 mediation discovery, any information or documents which are protected by common interest
13 privilege, without the prior written consent of all parties sharing in such common interest
14 privilege.

15 21) Nothing in this Order shall relieve any of the Mediation Parties or any other party
16 in interest from complying with applicable requirements of the Bankruptcy Code and Federal
17 Rules of Bankruptcy Procedure, such as requirements for obtaining court approval of any
18 compromises of controversies, stipulated stay relief or adequate protection, or sales of property
19 outside the ordinary course of business.

20 22) Any of the Mediation Parties may at any time file a motion with the Court to
21 withdraw from, suspend, and/or terminate the Mediation for cause.

22 23) Neither this Order nor any of its terms shall be construed as a stay or prohibition of
23 any proceedings or issues in this Chapter 11 Case.

24 24) The Court retains discretion to modify this Order and retains exclusive jurisdiction
25 to hear and determine all matters arising from the implementation or interpretation of this
26 Order.

27 ****END OF ORDER****

COURT SERVICE LIST

All ECF Recipients

EXHIBIT B

Invoice

THE GALLAGHER LAW GROUP
1875 CENTURY PARK EAST, SUITE 1550
LOS ANGELES, CA 90067
Telephone: (310) 203- 2600 Fax: (310) 203-2610
Tax ID#: **46-2741388**

Invoice submitted to:
RCBO

February 7, 2025

In Reference To: RCBO
Invoice# 24-1719-09

Professional services

			<u>Hours</u>	<u>Amount</u>
9/2/2024	TVPG	Review briefing and coverage profiles and issues.	3.80	4,750.00
9/3/2024	TVPG	Review notes.	0.90	1,125.00
	TVPG	Videoconference with Debtor and Westport.	2.10	2,625.00
	TVPG	Review notes.	0.80	1,000.00
9/4/2024	TVPG	Telephone call with S. Warren.	0.10	125.00
9/6/2024	TVPG	Review coverage profile.	0.50	625.00
9/10/2024	TVPG	Telephone call with M. Lee.	0.10	125.00
9/11/2024	TVPG	Telephone call with J. Daniels, email; M. Lee; AM. Uetz, email; S. Warren.	0.50	625.00
	TVPG	Review coverage profile.	0.80	1,000.00

			<u>Hours</u>	<u>Amount</u>
9/12/2024	TVPG	Review notes.	0.40	500.00
	TVPG	Videoconference with Debtor (E. Ridley)	0.20	250.00
	TVPG	Telephone call with C. Sontchi, email; T. Schiavoni; M. Plevin; S. Warren; M. Lee.	1.00	1,250.00
9/15/2024	TVPG	Telephone call with T. Schiavoni, email.	0.10	125.00
9/16/2024	TVPG	Review coverage profile.	0.80	1,000.00
	TVPG	Telephone call with T. Schiavoni.	0.20	250.00
9/17/2024	TVPG	Telephone call with T. Jacobs; email insurers.	0.30	375.00
9/20/2024	TVPG	Telephone call with AM. Uetz; R. Newsome.	0.10	125.00
9/25/2024	TVPG	Telephone call with S. Warren.	0.10	125.00
10/1/2024	TVPG	Telephone call with K. Battis; P. Pascuzzi, email.	0.20	250.00
10/2/2024	TVPG	Telephone call with M. Uetz, email; S. Warren; R. Newsome, email; T. Schiavoni; S. Warren.	0.70	875.00
	TVPG	Telephone call with K. Battis; M. Plevin; M. Mccurdy, email.	0.30	375.00
10/3/2024	TVPG	Telephone cctl1 with K. Battis; T. Schiavoni; M. Plevin; R. Newsome; AM. Uetz.	1.10	1,375.00
	TVPG	Review notes.	0.60	750.00

			<u>Hours</u>	<u>Amount</u>
10/3/2024	TVPG	Videoconference with Westport.	0.80	1,000.00
10/4/2024	TVPG	Telephone call with S. Warren; M. Lee, email; M. Mccurdy, email.	0.50	625.00
10/7/2024	TVPG	Telephone call with J. Daniels, email; L. Macksoud, email; M. Lee; R. Newsome.	0.70	875.00
10/8/2024	TVPG	Telephone call with R. Newsome, email; M. Lee, emails; L. Macksoud, email; B. Michael.	0.70	875.00
10/9/2024	TVPG	Review notes and emails.	0.80	1,000.00
	TVPG	Telephone call with F. Hall, email; M. Plevin, email; M. Mccurdy.	0.30	375.00
10/10/2024	TVPG	Telephone call with R. Newsome, email; M. Plevin.	0.20	250.00
10/11/2024	TVPG	Telephone call with J. Daniels, email.	0.20	250.00
10/16/2024	TVPG	Telephone call with T. Burns; AM. Detz, email.	0.20	250.00
10/17/2024	TVPG	Videoconference with T. Bruce; B. Weisenberg; R. Newsome.	0.50	625.00
	TVPG	Review coverage profile.	0.70	875.00
	TVPG	Telephone call with B. Weisenberg; R. Newsome, email.	0.20	250.00
10/18/2024	TVPG	Telephone call with J. Daniels, email.	0.20	250.00
10/21/2024	TVPG	Telephone call with J. Daniels, email.	0.20	250.00

			<u>Hours</u>	<u>Amount</u>
10/21/2024	TVPG	Review notes, briefing and plan term sheet.	2.90	3,625.00
10/22/2024	TVPG	Review notes and emails.	1.80	2,250.00
	TVPG	Mediation session with parties in SFO.	7.80	9,750.00
10/23/2024	TVPG	Telephone call with R. Newsome, email; S. Warren.	0.20	250.00
	TVPG	Review notes and next steps.	0.90	1,125.00
10/24/2024	TVPG	Telephone call with S. Warren.	0.10	125.00
10/25/2024	TVPG	Telephone call with B. Curet; T. Schiavoni; T. Jacobs; S. Warren; T. Burns; N. Kuenzi.	1.10	1,375.00
	TVPG	Review notes.	0.60	750.00
	TVPG	Videoconference with insurers.	0.40	500.00
10/26/2024	TVPG	Review notes and next steps.	0.90	1,125.00
10/27/2024	TVPG	Telephone call with T. Burns.	0.20	250.00
10/28/2024	TVPG	Telephone call with E. Mazzocco, email.	0.10	125.00
10/29/2024	TVPG	Telephone call with S. Warren, email; R. Newsome; J. Daniels, email; M. Lee; E. Mazzocco.	0.60	750.00
	TVPG	Review notes and draft teim sheet.	1.10	1,375.00
10/30/2024	TVPG	Telephone call with M. Mccurdy, email; M. Plevin; J. Dennehy, email.	0.50	625.00

			<u>Hours</u>	<u>Amount</u>
10/30/2024	TVPG	Telephone call with T. Jacobs; T. Burns, email; AM. Uetz; R. Newsome, email; B. Curet.	0.80	1,000.00
	TVPG	Review notes, issues and strategies.	0.90	1,125.00
10/31/2024	TVPG	Review notes, draft and issues.	1.10	1,375.00
	TVPG	Videoconference with parties.	3.00	3,750.00
	TVPG	Telephone call with E. Ridley, email; M. Mccurdy, email; J. Newsome; E. Mazzocco, email; M. Lee; T. Burns.	0.90	1,125.00
	TVPG	Review notes and next steps.	0.60	750.00
11/4/2024	TVPG	Telephone call with S. Warren; R. Newsome; M. Lee, email; T. Burns, email.	0.50	625.00
11/5/2024	TVPG	Review notes and next steps.	0.80	1,000.00
	TVPG	Review notes and issues.	0.60	750.00
11/6/2024	TVPG	Review notes, emails and term sheets.	0.70	875.00
	TVPG	Telephone call with J. Dennehy, email; AM. Uetz, email; J. Daniels, email; M. Lee; B. Curet.	1.40	1,750.00
	TVPG	Videoconference with Debtor and Insurers.	1.60	2,000.00
11/7/2024	TVPG	Review notes, emails and draft term sheet.	0.80	1,000.00
	TVPG	Telephone call with S. Warren; M. Lee; J. Daniel, email; T, Burns; R. Newsome, email; T.	3.60	4,500.00

			<u>Hours</u>	<u>Amount</u>
		Jacobs; M. Plevin, email; E. Mazzacco, email.		
11/7/2024	TVPG	Videoconference with Debtor and Insurers.	0.90	1,125.00
11/8/2024	TVPG	Review notes and emails.	0.80	1,000.00
	TVPG	Telephone call with M. Lee; E. Ridley; J. Daniels, email; R. Newsome.	0.70	875.00
11/11/2024	TVPG	Telephone call with M. Plevin, email.	0.10	125.00
11/20/2024	TVPG	Telephone call with T. Schiavoni.	0.20	250.00
11/24/2024	TVPG	Review notes, email, insurance profiles and next steps.	1.60	2,000.00
11/25/2024	TVPG	Telephone call with S. Warren.	0.20	250.00
11/26/2024	TVPG	Telephone call with M. Lee, email.	0.10	125.00
11/27/2024	TVPG	Review coverage issue and next steps.	0.90	1,125.00
12/2/2024	TVPG	Telephone call with K. Battis; M. Lee; R. Newsome, email.	0.30	375.00
12/3/2024	TVPG	Telephone call with M. Lee; R. Newsome.	0.20	250.00
	TVPG	Review coverage profile.	1.20	1,500.00
12/4/2024	TVPG	Videoconference with Debtor.	0.50	625.00

			<u>Hours</u>	<u>Amount</u>
12/4/2024	TVPG	Telephone call with T. Jacobs; B. Curet; K. Battis; G. Calhoun; R. Newsome, email; E. Mazzoco, email.	0.50	625.00
12/5/2024	TVPG	Telephone call with T. Schiavoni; R. Newsome, email.	0.50	625.00
12/6/2024	TVPG	Telephone call with R. Newsome; E. Ridley, email; M. Lee.	0.30	375.00
12/7/2024	TVPG	Review notes and next steps.	0.90	1,125.00
12/8/2024	TVPG	Telephone call with B. Curet; K. Battis; M. Lee; M. Plevin.	0.50	625.00
12/9/2024	TVPG	Review notes.	0.60	750.00
	TVPG	Videoconference with Debtor and Chubb.	0.80	1,000.00
	TVPG	Review coverage profiles and notes.	0.50	625.00
	TVPG	Videoconference with Debtor and CNA.	0.50	625.00
	TVPG	Telephone call with K. Battis; T. Jacobs.	0.20	250.00
12/10/2024	TVPG	Telephone call with T. Schiavoni; M. Lee.	0.30	375.00
12/11/2024	TVPG	Review notes and strategies.	0.70	875.00
	TVPG	Telephone call with K. Batties; M. Lee; T. Jacobs.	0.40	500.00
12/12/2024	TVPG	Telephone call with S. Warren; M. Lee, email.	0.30	375.00

			<u>Hours</u>	<u>Amount</u>
12/13/2024	TVPG	Telephone call with M. Lee, email.	0.10	125.00
12/16/2024	TVPG	Telephone call with M. Lee; R. Roten; M. Plevin, email.	0.30	375.00
	TVPG	Review notes.	0.70	875.00
12/17/2024	TVPG	Review notes and next steps.	0.80	1,000.00
12/24/2024	TVPG	Telephone call with S. Warren, email.	0.20	250.00
12/26/2024	TVPG	Review notes and next steps.	0.90	1,125.00
12/27/2024	TVPG	Telephone call with T. Burns.	0.10	125.00
12/28/2024	TVPG	Review S. Warren, email.	0.20	250.00
	TVPG	Review notes, plan comments and next steps.	1.10	1,375.00
12/31/2024	TVPG	Telephone call with M. Lee, email.	0.20	250.00
For professional services rendered			77.70	\$97,125.00

Timekeeper Summary			
<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Timothy V. P. Gallagher	77.70	1250.00	\$97,125.00

Additional charges:

	<u>Price</u>
10/22/2024 Airfare. (TVPG)	478.95

	<u>Price</u>
10/22/2024 Ground transportation. (TVPG)	86.06

	<u>Amount</u>
Total costs	\$565.01
Previous balance	\$38,750.00
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Total amount of this bill	\$97,690.01
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Balance due	\$136,440.01
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