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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

**CERTIFICATE OF NO OBJECTION TO  
 THE EIGHTEENTH MONTHLY FEE  
 STATEMENT OF BREALL & BREALL,  
 LLP, AS SPECIAL INSURANCE COUNSEL  
 TO THE DEBTOR, FOR ALLOWANCE  
 AND PAYMENT OF COMPENSATION  
 AND REIMBURSEMENT OF EXPENSES  
 FOR THE PERIOD OF FEBRUARY 1, 2025  
 THROUGH FEBRUARY 28, 2025**

THE ROMAN CATHOLIC BISHOP OF  
 OAKLAND,

PLAINTIFF,

v.

AMERICAN HOME ASSURANCE CO., a  
 New York corporation; LEXINGTON  
 INSURANCE CO., a Delaware corporation,

DEFENDANTS.

ADVERSARY CASE No. 23-04037

1 On December 24, 2024, Breall & Breall LLP (the “Applicant”), as special insurance counsel to  
2 The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in  
3 possession (the “Debtor” or “RCBO”) in the above-captioned chapter 11 bankruptcy case (the “Chapter  
4 11 Case” or the “Bankruptcy Case”), filed its Fifteenth Monthly Fee Statement of Breall & Breall LLP,  
5 as Special Insurance Counsel to the Debtor, for Allowance and Payment of Compensation and  
6 Reimbursement of Expenses for the Period of February 1, 2025, through and including February 28,  
7 2025 [Docket No. 1853] (the “Monthly Fee Statement”), pursuant to the Order Authorizing Procedures  
8 for Interim Compensation and Reimbursement of Expenses of Professionals [Docket No. 170] (the  
9 “Compensation Procedures Order”).

10 On March 28, 2025, the Monthly Fee Statement was served via email pursuant to the terms of  
11 the Compensation Procedures Order, on the Notice Parties (as defined therein).

12 The deadline for each notice party to file any objection to the Monthly Fee Statement was April  
13 7, 2025, under the Compensation Procedures Order. No objections to the Monthly Fee Statement have  
14 been filed with the Court or received by the Applicant as of the date hereof. Pursuant to the  
15 Compensation Procedures Order, the Debtor is authorized to pay the Applicant eighty percent (80%) of  
16 the fees and one hundred percent (100%) of the expenses requested in the Monthly Fee Statement  
17 without the need of a further order of the Court.

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**DECLARATION OF NO OBJECTION**

The undersigned hereby declares as follows:

1. I am an attorney with the firm of Breall & Breall LLP, special insurance counsel to the Debtor in this Chapter 11 Case.
2. I certify that I have reviewed the Court's docket in this Chapter 11 Case and no objection or response to the Monthly Fee Statement has been filed, and that no objection or response has been received by Applicant.
3. This declaration was executed in San Francisco, California

DATED: APRIL 8, 2025

**BREALL & BREALL, LLP**

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