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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

**NINETEENTH 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 MARCH 1, 2025
 THROUGH MARCH 31, 2025**

THE ROMAN CATHOLIC BISHOP OF
 OAKLAND,

PLAINTIFF,

v.

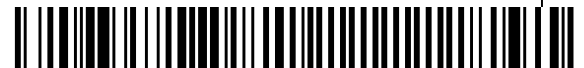
AMERICAN HOME ASSURANCE CO., a
 New York corporation; LEXINGTON
 INSURANCE CO., a Delaware corporation,

DEFENDANTS.

ADVERSARY CASE No. 23-04037

Objection Deadline: May 12, 2025
 4:00 p.m. (Pacific Time)

[No Hearing Requested]



Name of Applicant:	Breall & Breall, LLP
Authorized to Provide Professional Services to:	Debtor
Date of Retention:	Effective as of August 1, 2023 by Order entered June 15, 2023 [Dkt No. 434]
Period for Which Compensation and Reimbursement is Sought:	March 1, 2025 – March 31, 2025
Amount of Compensation Sought as Actual, Reasonable and Necessary ¹ :	\$ 3,675.00
20% Holdback	\$ 735.00
Amount of Expense Reimbursement Sought as Actual, Reasonable and Necessary ² :	\$0
Total of Compensation (Net of Holdback) and Expense Reimbursement Sought:	\$ 2,940.00

PRELIMINARY STATEMENT

On May 8, 2023 (the “Petition Date”), The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the “Debtor” or “RCBO”)³ commenced the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case” or the “Bankruptcy Case”). The 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 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), 331, 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*

¹ Breall & Breall, LLP has agreed not to bill the Debtor for the time it takes its attorneys to travel to or from the Bay Area and such amounts are not included in this Monthly Fee Statement

² Breall & Breall, LLP has agreed not to bill the Debtor for the expenses for its attorneys to travel to or from the Bay Area, in connection with this Chapter 11 Case, and such amounts are not included in this Monthly Fee Statement.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Compensation Procedures Order.

Debtor's Application to Employ Breall & Breall LLP as Special Insurance Counsel Pursuant to 11 U.S.C. §§ 327(a), 331, 331 & 1107, and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure [Dkt. No. 434] (the "Breall Retention Order").

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").

Breall & Breall, LLP ("Breall" or "Applicant"), as special insurance counsel to the Debtor, hereby submits its initial monthly fee statement (the "Monthly Fee Statement") for allowance of payment of compensation for professional services rendered and for reimbursement of actual and necessary expenses incurred for the period commencing March 1, 2025, through and including March 31, 2025 (the "Fee Period") pursuant to the Compensation Procedures Order.

By this Monthly Fee Statement, Breall seeks (i) a monthly interim allowance of compensation in the amount of \$3,675.00 and actual and necessary expenses in the amount of \$0 for a total allowance of \$3,675.00 and (ii) payment of 2,940.00 (80% of the allowed fees pursuant to the Compensation Procedures Order) and reimbursement of \$0 (100% of the allowed expenses pursuant to the Compensation Procedures Order) for a total payment of \$2,940.00 for the Fee Period.

SERVICES RENDERED AND EXPENSES INCURRED DURING THE FEE PERIOD

Attached as Exhibit 1 is the name of each of Breall's professionals who performed services for the Debtor in connection with this Chapter 11 Case during the Fee Period covered by this Monthly Fee Statement and the hourly rate and total fees for each professional during the Fee Period.

Attached as Exhibit 2 is a summary of hours by category during the Fee Period.

Attached as Exhibit 3 is a summary of expenses included in this Monthly Fee Statement incurred during the Fee Period.

1 Attached as **Exhibit 4** are the detailed time entries for Breall's professionals during the Fee
2 Period.

3 **NOTICE AND OBJECTION PROCEDURES**

4 In accordance with the Compensation Procedures Order, each Notice Party shall have until the
5 tenth (10th) day (or the next business day if such day is not a business day) following service of this
6 Monthly Fee Statement (the "Objection Deadline") to serve an objection to the Monthly Fee Statement
7 on Foley and each of the other Notice Parties.

8 Upon the expiration of the Objection Deadline, the Applicant shall file a certificate of no
9 objection with the Court, after which the Debtor is authorized and directed to pay the Applicant an
10 amount equal to 80% of the fees and 100% of the expenses requested in this Monthly Fee Statement.

11 If an objection is properly filed, the Debtor shall be authorized and directed to pay the Applicant
12 80% of the fees and 100% of the expenses not subject to an objection.

13 **BREALL & BREALL, LLP**

14 DATED: April 29, 2025

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16 By: /s/ Joseph M. Breall
17 Joseph M. Breall
18 *Special Insurance Counsel for Debtor,*
19 *The Roman Catholic Bishop of Oakland*
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EXHIBIT 1

**Compensation by Professional
March 1, 2025 – March 31, 2025**

Name of Professional Individual	Initials	Position of the Professional, Year of Obtaining License to Practice	Hourly Billing Rate	Total Hours Billed	Total Compensation
Joseph M. Breall	JMB	Partner, 1986	\$750.00	4.90	\$3,675.00
TOTAL					\$3,675.00

EXHIBIT 2

**Compensation by Category
March 1, 2025 – March 31, 2025**

Category	Hours Billed this Fee Period	Total for Fee Statement
Retention/Billing/Fee Applications for Debtor Professionals	2	\$1,500.00
Discovery	1.80	\$1,350.00
Scheduling and Status Conference	1.10	\$825.00
TOTAL	4.90	\$3,675.00

EXHIBIT 3

**Expense by Category
March 1, 2025 – March 31, 2025**

Cost/Expense	Amount Billed
	\$0
TOTAL	\$0

EXHIBIT 4

Time

March 1, 2025 – March 31, 2025

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

The Roman Catholic Bishop of Oakland

April 29, 2025
Invoice No: 14823

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>Discovery</u>			
3/3/2025	JMB Further conference with RCBO co-counsel on document production issues raised by American Home regarding providing policy information to claimants and un redacted Clergy Three Settlement Agreement.	0.20 750.00/hr	150.00
3/12/2025	JMB Review and analyze request by counsel for American Home regarding requests for limits information from claimant attorneys.	0.40 750.00/hr	300.00
	JMB Reply email to American Home's counsel with response on behalf of RCBO regarding limits information to claimants.	0.40 750.00/hr	300.00
3/21/2025	JMB Exchange of emails with opposing party regarding discovery issues and production of document by both sides.	0.40 750.00/hr	300.00
3/25/2025	JMB Review and analyze letter from American Home counsel to claimant counsel regarding coverage limits.	0.40 750.00/hr	300.00
SUBTOTAL:		[1.80	1,350.00]
<u>Retention/Billing/Fee Applications for Debtor Professionals</u>			
3/11/2025	JMB Preparation of pleadings - certificate of no objection to the 17th fee statement.	1.00 750.00/hr	750.00
3/28/2025	JMB Preparation of pleadings 18th monthly fee statement.	1.00 750.00/hr	750.00
SUBTOTAL:		[2.00	1,500.00]

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>Scheduling and Status Conference</u>			
3/3/2025 JMB	Telephone call with opposing Attorney regarding status report to court. Discuss issues regarding discovery.	0.50 750.00/hr	375.00
JMB	Exchange emails with RCBO co-counsel on document production issues raised by American Home regarding providing policy information to claimants and un redacted Clergy Three Settlement Agreement.	0.30 750.00/hr	225.00
JMB	Send e-mail to defense counsel regarding wording for status report on document production issues raised by American Home regarding providing policy information to claimants and un redacted Clergy Three Settlement Agreement.	0.30 750.00/hr	225.00
SUBTOTAL:		[1.10	825.00]
For professional services rendered		4.90	\$3,675.00

Timekeeper Summary			
Name	Hours	Rate	Amount
Joseph M. Breall (JMB)	4.90	750.00	\$3,675.00