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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 **COVER SHEET TO SEVENTH INTERIM**
21 **FEE APPLICATION AS SPECIAL**
22 **COUNSEL FOR THE DEBTOR, FOR**
23 **ALLOWANCE AND PAYMENT OF**
24 **COMPENSATION AND REIMBURSEMENT**
25 **OF EXPENSES FOR THE PERIOD OF**
26 **SEPTEMBER 1, 2025 THROUGH**
27 **DECEMBER 31, 2025**

28 Date: April 29, 2026
Time: 10:30 am
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

Objection Deadline: March 9, 2026

1	Name of Applicant:	Breall & Breall, LLP
2	Name of Client:	The Roman Catholic Bishop of Oakland
3	Time Period covered by this application:	September 1, 2025 – December 31, 2025
4	Total compensation sought this period:	\$35,962.50
5	Total expenses sought this period:	\$0
6	Petition date:	May 8, 2023
7	Retention date:	August 17, 2023
8	Date of order approving employment:	September 8, 2023 (approved as of August 1, 2023)
9	Total fees approved by interim order to date:	\$142,412.50
10	Total expenses approved by interim order to date:	\$4,312.90
11	Total allowed fees paid to date:	\$142,412.50
12	Total allowed expenses paid to date:	\$4,312.90
13	Blended rate in this application for all attorneys:	N/A
14	Blended rate in this application for all timekeepers:	N/A
15	Fees sought in this application already paid pursuant to a monthly compensation order but not yet allowed:	\$35,962.50
16	Expenses sought in this application already paid pursuant to a monthly compensation order but not yet allowed:	\$0
17	Number of professionals included in this application:	1
18	If applicable, number of professionals in this application not included in staffing plan approved by client:	N/A
19	If applicable, difference between fees budgeted and compensation sought for this period:	N/A
20	Number of professionals billing fewer than 15 hours to the case during this period:	N/A

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
9/30/25	9/1/25 - 9/30/25	\$5,400.00	\$6,750.00	\$0	\$5,400.00	\$0	\$3,240.00
10/31/25	10/1/25 - 10/31/25	\$17,070.00	\$21,337.50	\$0	\$17,070.00	\$0	\$17,070.00
11/30/25	11/1/25 - 11/30/25	\$3,300.00	\$4,125.00	\$0	\$3,300.00	\$0	\$3,300.00
12/31/25	12/1/25 - 12/31/25	\$3,000.00	\$3,750.00	\$0	\$3,000.00	\$0	\$3,000.00
Total		\$28,770.00	\$35,962.50	\$0	\$28,770.00	\$0	\$28,770.00

Summary of Any Objections to Monthly Fee Statements: None

Compensation and Expenses Sought in this Interim Application Not Yet Paid: **\$7,192.50**

DATED: February 13, 2026

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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10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
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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 **SEVENTH INTERIM FEE APPLICATION**
21 **AS SPECIAL COUNSEL FOR THE**
22 **DEBTOR, FOR ALLOWANCE AND**
23 **PAYMENT OF COMPENSATION AND**
24 **REIMBURSEMENT OF EXPENSES FOR**
25 **THE PERIOD OF SEPTEMBER 1, 2025**
26 **THROUGH DECEMBER 31, 2025**

27 Date: April 29, 2026
28 Time: 10:30 am
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

Objection Deadline: March 9, 2026

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 sixth 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 September 1, 2025 through December 31, 2025
6 (the “Interim Fee Period”).

7 Breall seeks interim approval of its fees incurred and reimbursement of expenses during the
8 Interim Fee Period totaling **\$35,962.50** which sum represents compensation for legal services rendered in
9 the amount of **\$35,962.50** and reimbursement for expenses incurred in the amount of **\$0**.

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

19 **BACKGROUND**

20 **General Background**

21 On May 8, 2023 (the “Petition Date”), The Roman Catholic Bishop of Oakland, a California
22 corporation sole, and the debtor and debtor in possession (the “Debtor” or “RCBO”) commenced the
23 above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case” or the “Bankruptcy Case”). The
24 Debtor continues to operate its ministry and manage its properties as a debtor in possession under
25 sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has
26 been appointed in this Chapter 11 Case.

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

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

3 On May 26, 2023, the Debtor filed the *Debtor's Motion for an Order Establishing Procedures*
4 *for Interim Compensation and Reimbursement of Expenses of Professionals* [Dkt. No. 70] (the
5 "Compensation Procedures Motion"). The Court granted the Compensation Procedures Motion on June
6 23, 2023, entering the *Order Authorizing Procedures for Interim Compensation and Reimbursement of*
7 *Expenses of Professionals* [Dkt. No. 170] (the "Compensation Procedures Order").

8 On August 17, 2023, the Debtor filed the *Debtor's Application to Employ Breall & Breall LLP*
9 *as Special Insurance Counsel Pursuant to 11 U.S.C. §§ 327(a), 330, 331 & 1107, and Rules 2014 and*
10 *2016 of the Federal Rules of Bankruptcy Procedure* [Dkt. No. 376] (the "Retention Application"). The
11 Court approved the Retention Application on September 8, 2023, entering the *Order Approving*
12 *Debtor's Application to Employ Breall & Breall LLP as Special Insurance Counsel Pursuant to 11*
13 *U.S.C. §§ 327(a), 330, 331 & 1107, and Rules 2014 and 2016 of the Federal Rules of Bankruptcy*
14 *Procedure* [Dkt. No. 434] (the "Breall Retention Order"). A copy of the Breall Retention Order is
15 attached hereto as Exhibit A.

16 **Present Posture of the Adversary Case²**

17 This action is one of two adversary proceedings RCBO, as Debtor, filed against its insurers,
18 asserting claims for breach of contract and declaratory relief with respect to insurance policies under
19 which RCBO asserts a right to defense and indemnity in connection with more than 400 Underlying
20 Lawsuits brought against it pursuant to AB 218 of the California Child Victims Act. The Underlying
21 Lawsuits generally allege that RCBO knew of, ratified, and/or concealed pervasive sexual abuse by
22 clergy and other personnel associated with RCBO. In the instant case, Debtor identifies excess liability
23 policy no. CE 35-60094, issued by American Home for the policy period October 26, 1971 to October
24 26, 1974 ("AHAC Excess Policy"), as being among the excess insurance policies under which Debtor
25 asserts a right to defense and indemnity in connection with the Underlying Lawsuits. Lexington

26 ² Please see the *Second Interim Fee Application of Foley & Lardner LLP, as General Bankruptcy Counsel To The*
27 *Debtor, for Allowance and Payment of Compensation and Reimbursement of Expenses for the Period of*
28 *September 1, 2023 through December 31, 2023* for more information on the current status of the Debtor's
bankruptcy case to date.

1 Insurance Company was also initially named as a defendant in this action but has been voluntarily
2 dismissed. The insurers in the related adversary proceeding have filed motions to dismiss which were
3 briefed and argued. Based upon the Court’s decision on these motions Breall filed a First Amended
4 Complaint in the adversary proceeding against American Home.

5 The defendant American Home filed a motion to withdraw the reference as to the American Home
6 Coverage Litigation, on March 21, 2024 [Docket No. 26]. In order to avoid unnecessary delay and
7 additional cost to the estate, the Debtor filed a statement of non-opposition to the motion, and on May 2,
8 2024, the District Court ordered withdrawal of the reference as to the Insurance Coverage Litigation.³

9 The parties along with other insurers and debtors counsel have participated in several rounds of
10 mediation. In January of 2025 the District Court heard the parties motion to hold the case in abeyance
11 until the resolution of Plaintiff/Debtor’s confirmation process for its Plan of Reorganization filed in the
12 Plaintiff/Debtor’s Chapter 11 bankruptcy. The District Court granted the motion except for written
13 discovery. In particular, the parties were ordered to proceed to obtain all of the written discovery they
14 believe is needed in this insurance coverage. Since that time, the parties have been exchanging discovery.
15 The District Court continues to have status conferences reviewing the matter. On January 27, 2026
16 Joseph Breall withdrew as special insurance counsel for the Debtor in the American Home action and
17 Covington & Burling LLP took over representing the Debtor in that action.

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
28 ³ Both this case (American Home Coverage Litigation) and the other Insurance Coverage Litigation matters are
consolidated in front of Judge Corley in the District Court.

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

2 001 – Retention/Billing/Fee Applications for Debtor Professionals
3 002 – Complaint/Pleadings
4 003 – Other Motion Practice
5 004 – Rule 2004 Motions/Discovery/Subpoenas
6 005 – Scheduling and Status Conference
7 006 - Discovery
8 007 – Mediation
9 008 – Rule 26 Motion/Discovery

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

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

10 **Total Hours 10.7 / Total Fees \$8,025.00**

11 During the Interim Fee Period, Breall prepared a certificate of non-objection to 23rd fee statement,
12 prepared the 24th monthly fee statement, prepared the 6th interim fee application, prepared a certificate of
13 non-objection to 24th fee statement, prepared the 25th monthly fee statement, prepared a certificate of non-
14 objection to 25th fee statement, prepared the 7th interim fee application, and prepared the 26th monthly fee
15 statement.

16 **Complaint/Pleadings (002)**

17 **Total Hours 2 / Total Fees \$1,500.00**

18 During the Interim Fee Period, Breall reviewed and analyzed case law and prepared an email to
19 the insurers regarding the amendment of the complaint to include allegations of bad faith.

20 **Other Motion Practice (003)**

21 **Total Hours 2 / Total Fees \$1,500.00**

22 During the Interim Fee Period, Breall attended the hearing on the motion to dismiss.

23 **Scheduling and Status Conference (005)**

24 **Total Hours 5.1 / Total Fees \$3,825.00**

25 During the Interim Fee Period Breall attended the Status Conferences, including the Status
26 Conference on Dismissal.

27 **Discovery (006)**

1 **Total Hours 13.15 / Total Fees \$9,862.50**

2 During the Interim Fee Period, Breall reviewed and analyzed meet & confer communications
3 regarding discovery issues, corresponded with counsel regarding same, prepared a response to AHA
4 regarding discovery and document production issues, reviewed and analyzed stipulation to continue the
5 date for the discovery letter, corresponded with counsel regarding the dismissal of BK, reviewed and
6 analyzed emails and exchanged emails with counsel regarding stipulation to continue date for
7 objections to discovery production, and reviewed and analyzed the Court's signed order regarding
8 same.

9 **Mediation (007)**

10 **Total Hours 16.25 / Total Fees \$12,187.50**

11 During the Interim Fee Period Breall corresponded with AHA regarding RCBO's position at
12 mediation, exchanged emails and reviewed/analyzed emails with counsel and mediator, attended the
13 mediation, reviewed and analyzed emails regarding AHA and settlement discussions, and attended a
14 Zoom meeting regarding same.

15
16 **List of Expenses by Category**

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

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

22 Regarding providers of on-line legal research, Breall charges the standard usage rates, these
23 providers charge for computerized legal research. Breall bills its clients the actual amount charged by such
24 services, with no premium. Any volume discount received by Breall is passed on to the client. Breall
25 does not charge for local or long distance calls placed by attorneys from their offices. Breall only bills its
26 clients for the actual costs charged to Breall by teleconferencing services in the event that a multiple party
27 teleconference is initiated through Breall.

1 **Hourly Rates**

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

4 **Client Review of Billing Statements**

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

9 **Notice of Application and Hearing**

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

17 **Other Compliance with Large Case Requirements**

18 Attached as **Exhibit B** through **Exhibit F** are the exhibits that Breall understands need to be
19 completed and filed together with this Interim Application in order to comply with the Large Case
20 Guidelines. In addition, pursuant to paragraph C.5 of the Large Case Guidelines, Breall provides the
21 following statements:

22

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

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INQUIRY	STATEMENTS
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: <ul style="list-style-type: none"> 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.

Evaluation of Requests for Compensation

Pursuant to section 330 of the Bankruptcy Code, the Court may award to a professional person reasonable compensation for actual, necessary services rendered, and reimbursement for actual, necessary

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

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

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

21 The time for which compensation is sought is detailed in Breall’s invoices for the Interim Fee
22 Period annexed hereto as **Exhibit G**. Breall’s services and time expenditures are reasonable in light of
23 the labor required and outcome achieved in these cases. Breall charges for its professional services are
24 based upon the time, nature, extent, and value of such services and the cost of comparable services in the
25 San Francisco area, other than in a case under the Bankruptcy Code. The compensation Breall seeks by
26 way of this Interim Application is the customary compensation commonly sought by Breall and other
27 professionals representing trustees, committees, and debtors in similar circumstances.

1 **Section 330(a)(3) Factors**

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

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

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

14 **Available Funds**

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

17 **CONCLUSION**

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

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

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EXHIBIT A
BREALL RETENTION ORDER



1 **FOLEY & LARDNER LLP**
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8 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

9 *Counsel for the Debtor*
and *Debtor in Possession*

10 Joseph M. Breall (SBN 124329)
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12 San Francisco, CA 94118
Telephone: (415) 345-0545
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jmbreall@breallaw.com

14 *Proposed Special Insurance Counsel for*
15 *the Debtor*

17 **UNITED STATES BANKRUPTCY COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**
19 **OAKLAND DIVISION**

20 In re:
21 THE ROMAN CATHOLIC BISHOP OF
22 OAKLAND, a California corporation sole,
23 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

Case: 23-40523 Doc# 434 Filed: 09/08/23 Entered: 09/08/23 15:51:21 Page 3 of 4

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	47.95	\$35,962.50
					47.95	\$35,962.50

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	10.7	\$8,025.00
002 – Complaint/Pleadings	2	\$1,500.00
003 – Other Motion Practice	2	\$1,500.00
005 – Scheduling and Status Conference	5.1	\$3,825.00
006 – Discovery	11.9	\$8,925.00
007 – Mediation	16.25	\$12,187.50
TOTAL:	47.95	\$35,962.50

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.

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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

January 30, 2026
 Invoice No: 14896

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>				
12/2/2025	JMB	Review and analyze email from co-counsel in related insurance action regarding stipulation to continue date for objections to discovery production.	0.20 750.00/hr	150.00
	JMB	Exchange emails with defense counsel regarding agreeing to stipulation to continue date for objections to discovery production.	0.20 750.00/hr	150.00
12/3/2025	JMB	Review and analyze the proposed stipulation to continue the discovery meet and confer dates. Approve same.	1.00 750.00/hr	750.00
12/5/2025	JMB	Review and analyze the court's signed order extending discovery timelines.	0.25 750.00/hr	187.50
SUBTOTAL:			[1.65	1,237.50]
<u>Mediation</u>				
12/10/2025	JMB	Review and analyze e-mails regarding American Home and settlement discussions regarding the plan.	0.25 750.00/hr	187.50
12/15/2025	JMB	Review and analyze e-mails regarding American Home and settlement discussions regarding the plan.	0.25 750.00/hr	187.50
	JMB	Review and analyze e-mails regarding American Home and settlement discussions regarding the plan.	0.25 750.00/hr	187.50
	JMB	Zoom meeting regarding American Home and settlement discussions regarding the plan.	0.50 750.00/hr	375.00
12/17/2025	JMB	Review and analyze emails between attorneys for defendant and Diocese regarding signing term sheet.	0.30 750.00/hr	225.00

<u>Hrs/Rate</u>	<u>Amount</u>
[1.55	1,162.50]
1.00	750.00
750.00/hr	
[1.00	750.00]
0.80	600.00
750.00/hr	
[0.80	600.00]
5.00	\$3,750.00

SUBTOTAL:

Retention/Billing/Fee Applications for Debtor Professionals

12/8/2025 JMB Preparation of pleadings - certificate of no objection.

SUBTOTAL:

Scheduling and Status Conference

12/18/2025 JMB Court Appearance - attend status conference hearing.

SUBTOTAL:

For professional services rendered

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph M. Breall (JMB)	5.00	750.00	\$3,750.00

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

The Roman Catholic Bishop of Oakland

December 24, 2025
 Invoice No:14892

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>				
11/3/2025	JMB	Review and analyze the stipulation to continue the date for the discovery letter.	0.75 750.00/hr	562.50
	JMB	Exchange of emails with defense attorneys regarding stipulation to extend discovery dispute letters.	0.75 750.00/hr	562.50
	JMB	Review and analyze court filed stipulation and order on extending time for the filing of discovery dispute letters letters.	0.45 750.00/hr	337.50
11/11/2025	JMB	Reply email to opposing counsel regarding continuing the meet and confer based on the status of the pending dismissal of BK.	0.25 750.00/hr	187.50
SUBTOTAL:			[2.20	1,650.00]
<u>Retention/Billing/Fee Applications for Debtor Professionals</u>				
11/11/2025	JMB	Preparation of pleadings - Certificate of no objection	1.00 750.00/hr	750.00
11/25/2025	JMB	Preparation of pleadings - 26th monthly fee statement.	1.00 750.00/hr	750.00
SUBTOTAL:			[2.00	1,500.00]
<u>Scheduling and Status Conference</u>				
11/12/2025	JMB	Court Appearance - regarding status conference on dismissal.	1.30 750.00/hr	975.00
SUBTOTAL:			[1.30	975.00]

	<u>Hours</u>	<u>Amount</u>
For professional services rendered	5.50	\$4,125.00

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph M. Breall (JMB)	5.50	750.00	\$4,125.00

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

The Roman Catholic Bishop of Oakland

November 25, 2025
 Invoice No:14890

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>				
10/1/2025	JMB	Prepare a response to AHA regarding the defendant's meet and confer regarding discovery.	0.75 750.00/hr	562.50
10/3/2025	JMB	Prepare a meet and confer regarding Defendant's discovery response.	1.00 750.00/hr	750.00
	JMB	Exchange emails and telephone calls to reschedule the discovery meet and confer telephone call.	0.45 750.00/hr	337.50
10/10/2025	JMB	Conference with opposing counsel regarding discovery issues.	0.40 750.00/hr	300.00
10/12/2025	JMB	Preparation of an email to co-counsel regarding discovery issues raised in the AHA meet and confer conference.	0.20 750.00/hr	150.00
10/13/2025	JMB	Exchange of emails with co-counsel on discovery issues raised by AHA.	0.20 750.00/hr	150.00
10/14/2025	JMB	Review and analyze e-mail from co-counsel with new information on discovery and production issues as to AHA.	0.20 750.00/hr	150.00
	JMB	Preparation of an email to AHA regarding discovery and document production issues.	0.30 750.00/hr	225.00
	JMB	Review and analyze AHA counsel's response to co-counsel on document production issues.	0.40 750.00/hr	300.00
10/15/2025	JMB	Review and analyze documents produced to AHA.	0.90 750.00/hr	675.00
10/24/2025	JMB	Review and analyze letter regarding discovery issues from AHA counsel.	0.45 750.00/hr	337.50

		<u>Hrs/Rate</u>	<u>Amount</u>
10/27/2025	JMB Reply to emails from AHA counsel regarding meet and confer on discovery issues.	0.20 750.00/hr	150.00
10/28/2025	JMB Exchange emails with co-counsel regarding the meet and confer on discovery issues.	0.20 750.00/hr	150.00
10/29/2025	JMB Exchange emails with AHA counsel regarding the meet and confer on discovery issues.	0.20 750.00/hr	150.00
10/31/2025	JMB Exchange emails with AHA counsel regarding the meet and confer on discovery issues and the extension of discovery letters to the court.	0.20 750.00/hr	150.00
SUBTOTAL:		[6.05	4,537.50]
<u>Mediation</u>			
10/3/2025	JMB Send email to AHA regarding RCBO's position at mediation.	0.20 750.00/hr	150.00
	JMB Exchange email with co-counsel regarding mediation.	0.20 750.00/hr	150.00
10/6/2025	JMB Review and analyze e-mails regarding mediation.	0.20 750.00/hr	150.00
	JMB Send an email to the mediator for the link.	0.10 750.00/hr	75.00
10/7/2025	JMB Attend mediation.	8.00 750.00/hr	6,000.00
10/8/2025	JMB Mediation.	6.00 750.00/hr	4,500.00
SUBTOTAL:		[14.70	11,025.00]
<u>Other Motion Practice</u>			
10/29/2025	JMB Court Appearance - hearing on motion to dismiss.	2.00 750.00/hr	1,500.00
SUBTOTAL:		[2.00	1,500.00]
<u>Retention/Billing/Fee Applications for Debtor Professionals</u>			
10/9/2025	JMB Preparation of pleadings -begin preparation of 6th interim fee application.	2.00 750.00/hr	1,500.00

			<u>Hrs/Rate</u>	<u>Amount</u>
10/10/2025	JMB	Preparation of pleadings - prepare declaration in support of 6th interim fee application.	0.50 750.00/hr	375.00
10/13/2025	JMB	Preparation of pleadings - statement of no objection to 24th fee statement.	1.00 750.00/hr	750.00
10/15/2025	JMB	Preparation of pleadings - finalize and file the 6th interim fee application.	1.00 750.00/hr	750.00
	JMB	Preparation of pleadings - finalize and file declaration in support of 6th interim fee application.	0.20 750.00/hr	150.00
10/30/2025	JMB	Preparation of pleadings - Fee Statement	1.00 750.00/hr	750.00
SUBTOTAL:			[5.70	4,275.00]
For professional services rendered			28.45	\$21,337.50

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph M. Breall (JMB)	28.45	750.00	\$21,337.50

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

The Roman Catholic Bishop of Oakland

October 24, 2025
 Invoice No: 14884

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>			
9/2/2025	JMB Review and analyze relevant case law, and prepare an email to send to insurers regarding the amendment of the complaint to include allegations of bad faith.	2.00 750.00/hr	1,500.00
SUBTOTAL:		[2.00	1,500.00]
<u>Discovery</u>			
9/23/2025	JMB Review and analyze the meet and confer by the defendant on discovery issues.	0.45 750.00/hr	337.50
	JMB Reply email to co-counsel regarding meet and confer issues.	0.10 750.00/hr	75.00
9/24/2025	JMB Exchange of email with opposing counsel to schedule meet and confer conference.	0.25 750.00/hr	187.50
9/25/2025	JMB Conference with co-counsel to review meet and confer issues sent by defendant.	0.45 750.00/hr	337.50
SUBTOTAL:		[1.25	937.50]
<u>Expenses</u>			
9/25/2025	JMB Review and analyze prior discovery responses by AHA and to AHA to begin meet and confer obligations.	0.75 750.00/hr	562.50
SUBTOTAL:		[0.75	562.50]

	<u>Hrs/Rate</u>	<u>Amount</u>
<u>Retention/Billing/Fee Applications for Debtor Professionals</u>		
9/9/2025 JMB Preparation of pleadings - certificate of no objection to fee statement.	1.00 750.00/hr	750.00
9/30/2025 JMB Preparation of pleadings - 24th monthly fee statement.	1.00 750.00/hr	750.00
 SUBTOTAL:	 [2.00	 1,500.00]
<u>Scheduling and Status Conference</u>		
9/9/2025 JMB Court Appearance - Status Conference	3.00 750.00/hr	2,250.00
 SUBTOTAL:	 [3.00	 2,250.00]
 For professional services rendered	 9.00	 \$6,750.00

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph M. Breall (JMB)	9.00	750.00	\$6,750.00