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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 **COVER SHEET TO SECOND INTERIM**
18 **FEE APPLICATION OF BREALL &**
19 **BREALL LLP, AS SPECIAL COUNSEL FOR**
20 **THE DEBTOR, FOR ALLOWANCE AND**
21 **PAYMENT OF COMPENSATION AND**
22 **REIMBURSEMENT OF EXPENSES FOR**
23 **THE PERIOD OF JANUARY 1, 2024,**
24 **THROUGH APRIL 30, 2024**

25 Judge: Hon. William J. Lafferty

26 Date: July 24, 2024

27 Time: 10:30 a.m.

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

Objection Deadline: July 5, 2024

Name of Applicant:	Breall & Breall, LLP
Name of Client:	The Roman Catholic Bishop of Oakland
Time Period covered by this application:	January 1, 2024 – April 30, 2023
Total compensation sought this period:	\$33,750.00
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:	\$28,912.50
Total expenses approved by interim order to date:	\$3,712.90
Total allowed fees paid to date:	\$28,912.50
Total allowed expenses paid to date:	\$3,712.90
Blended rate in this application for all attorneys:	
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:	\$33,750.00 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 April 2024 occurred on June 10, 2024 at 4:00 p.m. (PT). There were no objections raised. Therefore, Breall anticipates payment of the interim amount of \$3,600.00 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
02/26/24	1/1/24 - 1/31/24	\$9,540.00	\$11,925.00	\$0	\$9,540.00	\$0	\$9,540.00
03/27/24	02/1/23 - 02/29/23	\$14,610.00	\$18,262.50	\$0	\$14,610.00	\$0	\$14,610.00
04/26/24	03/01/24 - 03/31/24	\$6,000.00	\$7,500.00	\$0	\$6,000.00	\$0	\$6,000.00
05/30/24	04/01/24 - 04/30/24	\$3,600.00	\$4,500.00	\$0	\$3,600.00	\$0	\$3,600.00
Total		\$33,750.00	\$42,187.50	\$0	\$33,750.00	\$0	\$33,750.00

Summary of Any Objections to Monthly Fee Statements: None

Compensation and Expenses Sought in this Interim Application Not Yet Paid: **\$8,437.50**

DATED: June 14, 2024

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**
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 **SECOND 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 **JANUARY 1, 2024 THROUGH APRIL 30,**
26 **2024**

27 Date: July 24, 2024

28 Time: 10:00 a.m.

Place: United States Bankruptcy Court

1300 Clay Street

Courtroom 220

Oakland, CA 94612

Objection Deadline: July 5, 2024

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 **\$32,627.20** which sum represents compensation for legal services rendered in
9 the amount of **\$28,912.50** and reimbursement for expenses incurred in the amount of **\$3,714.70**. Breall
10 spent a total of 38.55 hours and incurred a total of \$28,912.50 in fees associated with the services provided
11 to the Debtor in this matter, of which Breall requests a total of \$5,782.50 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.

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

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

6 On May 26, 2023, the Debtor filed the *Debtor's Motion for an Order Establishing Procedures*
7 *for Interim Compensation and Reimbursement of Expenses of Professionals* [Dkt. No. 70] (the
8 "Compensation Procedures Motion"). The Court granted the Compensation Procedures Motion on June
9 23, 2023, entering the *Order Authorizing Procedures for Interim Compensation and Reimbursement of*
10 *Expenses of Professionals* [Dkt. No. 170] (the "Compensation Procedures Order").

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

19 **Present Posture of the Adversary Case**³

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

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* [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 a filed 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 – Motion to Dismiss
004 – Motion to Withdraw Reference/Other Motion Practice
005 – Scheduling and Status Conference

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 24.15/Total Fees \$18,112.50

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

Complaint/Pleadings (002)

Total Hours 10.05/Total Fees \$7,53.50

During the Second Interim Fee Period, Breall worked on issues involving related the insurance litigation cases and exploring the issues involved in connected the cases in Federal court if they were removed.

Motion to Dismiss (003)

Total Hours 3.40/Total Fees \$2,550.00

During the Interim Fee Period, Breall, reviewed the motion to dismiss by Defendant American Home, conducted research and began preparation of opposition to the motion to dismiss. Breall also meet and conferred with related case counsel on the related motions to dismiss.

Motion to Withdraw Reference/Other Motion Practice (004)

Total Hours 6.8/Total Fees 5,925.00

During the Second Interim Fee Period, Breall meet and conferred with related case counsel on responding to the motion to withdraw the reference in the related cases. Breall and reviewed and researched American Home's withdrawal of the reference and prepare a response to the same..

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

2 **Total Hours 10.75/Total Fees \$8,062.50**

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

7 **List of Expenses by Category**

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

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

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

20 **Hourly Rates**

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

23 **Client Review of Billing Statements**

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

1 **Notice of Application and Hearing**

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

9 **Other Compliance with Large Case Requirements**

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

14

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

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

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

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

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

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

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

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

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

10 **Available Funds**

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

13 **CONCLUSION**

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

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

21 WHEREFORE, Breall respectfully requests that the Court (a) authorize interim allowance and
22 direct payment of fees and costs, (b) award interim compensation to Breall in the amount of **\$5,782.50**
23 inclusive of all fees and costs for the period from August 1, 2023 through December 31, 2023, , and (c)
24 grant such other and further relief as may be appropriate under the circumstances.

1 DATED: June 14, 2024

2 **BREALL & BREALL, LLP**

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4 By: /s/ Joseph M. Breall
5 Joseph M. Breall
6 *Special Insurance Counsel for Debtor,*
7 *The Roman Catholic Bishop of Oakland*
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EXHIBIT A
BREALL RETENTION ORDER



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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*

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BREALL & BREALL, LLP
3625 California Street
San Francisco, CA 94118
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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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COURT SERVICE LIST

All ECF Recipients.

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: February 14, 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	54.95	\$42,187.50
TOTAL					54.95	\$42,187.50

Case Name: The Roman Catholic Bishop of Oakland
Case Number: 23-bk-40523
Applicant's Name: Breall & Breall LLP
Date of Application: June 14, 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	24.15	\$18,112.50
002 – Complaint/Pleadings	10.05	\$7,537.5
003 – Motion to Dismiss	3.40	\$2,550.00
004 – Motion to Withdraw Reference/Other Motion Practice	6.6	\$5,925.00
005 – Scheduling and Status Conference	10.75	\$8,062.50
TOTAL:	54.95	\$42,187.50

Case Name: The Roman Catholic Bishop of Oakland
Case Number: 23-bk-40523
Applicant’s Name: Breall & Breall LLP
Date of Application: June 14, 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: June 14, 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

February 26, 2024
Invoice No: 14769

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>			
1/5/2024	JMB	Conference with related client counsel in other adviser action to discuss consolidation and other issues.	0.50 750.00/hr	375.00
1/7/2024	JMB	Email to counsel on related action to discuss issues regarding consolidation and pleading status.	0.20 750.00/hr	150.00
1/8/2024	JMB	Review e-mail from co-counsel and prepare reply email to co-counsel regarding consolidation and pleading status.	0.20 750.00/hr	150.00
1/9/2024	JMB	Exchange email with co-counsel on adversary proceeding issues.	0.20 750.00/hr	150.00
	JMB	Review and analyze e-mails from opposing counsel regarding stipulation for additional time to answer amended complaint.	0.20 750.00/hr	150.00
	JMB	Review and analyze stipulation to extend time for Defendants to answer.	0.40 750.00/hr	300.00
	JMB	Reply email to opposing counsel agreeing to stipulation.	0.10 750.00/hr	75.00
1/10/2024	JMB	Send email to co-adversary counsel on status of pleading issues post status conference.	0.10 750.00/hr	75.00
	JMB	Review and analyze new e-mail from defense counsel regarding pleading deadline and extension to track other adversary matter. Respond to same.	0.40 750.00/hr	300.00
	JMB	Emil to attorney on related adversary action regarding request form Defense counsel and outstanding open issues.	0.10 750.00/hr	75.00
1/16/2024	JMB	Exchange of e-mail with opposing counsel regarding new stipulation for responsive pleading.	0.40 750.00/hr	300.00

		<u>Hrs/Rate</u>	<u>Amount</u>
1/16/2024	JMB Preparation of e-mail to client with recommendation to dismiss Lexington from adversary suit.	0.40 750.00/hr	300.00
1/17/2024	JMB Review and analyze e-mail from opposing counsel regarding stipulation for responsive pleading	0.20 750.00/hr	150.00
	JMB Preparation of e-mail to counsel for related case regarding responsive pleading deadline.	0.10 750.00/hr	75.00
1/18/2024	JMB Conference with co-counsel regarding related adversary matter and timing issues.	0.10 750.00/hr	75.00
	JMB Preparation of e-mail to opposing counsel regarding stipulation on responding to complaint.	0.20 750.00/hr	150.00
1/23/2024	JMB Exchange of e-mails with client and co-counsel on dismissing defendant.	0.20 750.00/hr	150.00
	JMB Email to defense counsel regarding dismissal of Lexington.	0.10 750.00/hr	75.00
	JMB Preparation of pleadings - Notice of dismissal of Defendant Lexington without prejudice	1.00 750.00/hr	750.00
1/30/2024	JMB Conference with opposing counsel regarding status of related cause and filing notice	0.20 750.00/hr	150.00
	JMB Preparation of pleadings/notice of related adversary proceeding.	1.00 750.00/hr	750.00
	JMB Telephone call with opposing Attorney regarding notice of related case and issues.	0.20 750.00/hr	150.00
1/31/2024	JMB Preparation of notice of related adversary proceeding.	1.00 750.00/hr	750.00
	JMB Research regarding notice of related adversary proceeding.	1.00 750.00/hr	750.00
SUBTOTAL:		[8.50	6,375.00]
<u>Retention/Billing/Fee Applications for Debtor Professionals</u>			
1/25/2024	JMB Preparation of Fourth Fee Application	2.00 750.00/hr	1,500.00
SUBTOTAL:		[2.00	1,500.00]

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>Scheduling and Status Conference</u>			
1/9/2024	JMB Court Appearance status conference	3.00 750.00/hr	2,250.00
	JMB Exchange e-mails with co-counsel post status conference.	0.20 750.00/hr	150.00
1/30/2024	JMB Review and analyze motion to continue status conference and order	0.20 750.00/hr	150.00
	JMB Exchange of emails between counsel regarding continuing status conference.	0.20 750.00/hr	150.00
	JMB Exchange of emails with co-counsel regarding 1/31 status conference and potential continuation.	0.40 750.00/hr	300.00
1/31/2024	JMB Preparation of pleadings - draft status conference statement.	1.00 750.00/hr	750.00
	JMB Exchange of emails with opposing counsel regarding Status Conference Statement.	0.40 750.00/hr	300.00
SUBTOTAL:		(5.40	4,050.00]
For professional services rendered		15.90	\$11,925.00
Previous balance			\$15,160.50
Amount Due			<u>\$27,085.50</u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph M. Breall (JMB)	15.90	750.00	\$11,925.00

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

The Roman Catholic Bishop of Oakland

March 26, 2024
 Invoice No: 14777

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>				
2/9/2024	JMB	Conference with related counsel on status of action and issues with withdrawal of question.	0.50 750.00/hr	375.00
2/12/2024	JMB	Meeting with all counsel to discuss motion to withdraw reference in advance of hearing with Judge.	0.45 750.00/hr	337.50
	JMB	Conference with defendant counsel on issues with date for motion to dismiss in light of pending motions to withdraw the reference.	0.20 750.00/hr	150.00
2/14/2024	JMB	Exchange email to opposing counsel regarding stipulation to take motion to dismiss off calendar in light of court position on withdrawal of reference.	0.40 750.00/hr	300.00
SUBTOTAL:			[1.55	1,162.50]
<u>Motion to Dismiss</u>				
2/16/2024	JMB	Preparation of pleadings stipulation to withdraw hearing date on motion to dismiss. Send to opposing counsel for agreement.	1.00 750.00/hr	750.00
	JMB	Preparation of pleadings -stipulation to take motion to dismiss off calendar. Send to opposing counsel to approve.	1.00 750.00/hr	750.00
2/20/2024	JMB	Preparation of pleadings - finalize and file stipulation to take motion to dismiss off calendar.	0.40 750.00/hr	300.00
SUBTOTAL:			[2.40	1,800.00]

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>Other Motion Practice</u>			
2/22/2024	JMB Exchange of email with opposing counsel regarding defense motion to withdraw reference and timing.	0.40 750.00/hr	300.00
SUBTOTAL:		[0.40	300.00]
<u>Retention/Billing/Fee Applications for Debtor Professionals</u>			
2/8/2024	JMB Preparation of pleadings - interim Fee Application	3.00 750.00/hr	2,250.00
	JMB Preparation of pleadings - declaration of Joseph M. Breall in support of interim fee application.	1.00 750.00/hr	750.00
2/13/2024	JMB Preparation of pleadings interim fee application.	2.00 750.00/hr	1,500.00
	JMB Preparation of pleadings first Interim Fee Application.	4.00 750.00/hr	3,000.00
2/14/2024	JMB Preparation of pleadings -finalize and file first interim fee application.	1.00 750.00/hr	750.00
2/16/2024	JMB Preparation of pleadings declaration of Joseph M. Breall in support of interim fee application.	0.75 750.00/hr	562.50
2/22/2024	JMB Preparation of excel for billing requested by Trustee	1.00 750.00/hr	750.00
2/26/2024	JMB Preparation of pleadings - fifth monthly fee statement.	1.00 750.00/hr	750.00
	JMB Preparation of pleadings - fifth monthly fee statement.	1.00 750.00/hr	750.00
SUBTOTAL:		[14.75	11,062.50]
<u>Scheduling and Status Conference</u>			
2/2/2024	JMB Review and analyze joint statement proposed by defendant.	0.80 750.00/hr	600.00
	JMB Reply email to defense counsel agreeing to joint statement.	0.10 750.00/hr	75.00
2/5/2024	JMB Reply email to defense counsel seeking confirmation that joint statement will be filed today.	0.10 750.00/hr	75.00

	<u>Hrs/Rate</u>	<u>Amount</u>
2/7/2024 JMB Court Appearance - Status Conference	3.50 750.00/hr	2,625.00
2/12/2024 JMB Court Appearance on continued status conference.	0.75 750.00/hr	562.50
 SUBTOTAL:	 [5.25	 3,937.50]
For professional services rendered	<u>24.35</u>	<u>\$18,262.50</u>
Previous balance		\$17,678.50
3/15/2024 Payment -		<u>(\$9,540.00)</u>
Total payments and adjustments		(\$9,540.00)
 Amount Due		 <u><u>\$26,401.00</u></u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph M. Breall (JMB)	<u>24.35</u>	<u>750.00</u>	<u>\$18,262.50</u>

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

The Roman Catholic Bishop of Oakland

April 24, 2024
 Invoice No:14780

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>Motion to Dismiss</u>			
3/13/2024	JMB Preparation of pleadings - Order regarding stipulation to taking hearing on motion to dismiss off calendar.	1.00 750.00/hr	750.00
SUBTOTAL:		[1.00	750.00]
<u>Motion to withdraw the Reference</u>			
3/21/2024	JMB Telephone call with opposing Attorney regarding service of Defendant's motion to withdraw the reference.	0.20 750.00/hr	150.00
3/22/2024	JMB Review and analyze Defendant's motion to withdraw the reference.	1.00 750.00/hr	750.00
	JMB Reply email to client re filing by Defendant of Motion to withdraw the reference.	0.20 750.00/hr	150.00
3/25/2024	JMB Telephone call with opposing Attorney regarding transfer of motion to federal court.	0.20 750.00/hr	150.00
3/29/2024	JMB Telephone call with opposing Attorney regarding case number assigned by Federal Court.	0.20 750.00/hr	150.00
	JMB Reply email to client re Federal judge assigned to case.	0.20 750.00/hr	150.00
SUBTOTAL:		[2.00	1,500.00]
<u>Retention/Billing/Fee Applications for Debtor Professionals</u>			
3/7/2024	JMB Review and analyze UST reservation regarding Breall & Breall LLP first interim fee application.	1.00 750.00/hr	750.00

		<u>Hrs/Rate</u>	<u>Amount</u>
3/14/2024	JMB Preparation of pleadings Response to UST reservation regarding interim fee application of Breall & Breall LLP	1.00 750.00/hr	750.00
3/15/2024	JMB Review and analyze debtor's filing of Notice Regarding Partial Resolutions of U.S. Trustee Objections to Interim Fee Applications of Certain Debtor and Committee Professionals	4.00 750.00/hr	3,000.00
3/19/2024	JMB Court Appearance - hearing on initial interim fee application	1.00 750.00/hr	750.00
SUBTOTAL:		[7.00	5,250.00]
For professional services rendered		10.00	\$7,500.00
Previous balance			\$26,401.00
3/28/2024	Payment -		(\$5,782.50)
4/12/2024	Payment -wire payment		(\$14,610.00)
Total payments and adjustments			(\$20,392.50)
Amount Due			<u>\$13,508.50</u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph M. Breall (JMB)	10.00	750.00	\$7,500.00

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

The Roman Catholic Bishop of Oakland

May 28, 2024
Invoice No:14786

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>Motion to withdraw the Reference</u>		
4/2/2024	JMB Review and analyze notice from Bankruptcy Court of case opened in Federal Court	0.20 750.00/hr	150.00
4/3/2024	JMB Telephone call with opposing Attorney regarding agreement on hearing date and scheduling via zoom.	0.20 750.00/hr	150.00
	JMB Preparation of pleadings - being preparation of non-opposition.	1.00 750.00/hr	750.00
	JMB Review and analyze e-mail from defense counsel to Federal Judge's clerk to set hearing.	0.10 750.00/hr	75.00
4/4/2024	JMB Review reply e-mail by Federal Judge's clerk regarding setting hearing on motion to withdraw the reference. .	0.10 750.00/hr	75.00
	JMB Review and analyze e-mail to federal judge's clerk regarding hearing scheduling hearing.	0.10 750.00/hr	75.00
4/5/2024	JMB Review and analyze stipulation from defendant to file motion and have hearing via zoom.	0.20 750.00/hr	150.00
4/8/2024	JMB Review and analyze stipulation filed for hearing by zoom for motion to withdraw reference.	0.10 750.00/hr	75.00
4/9/2024	JMB Review and analyze signed order by judge for zoom hearing on motion to withdraw the reference.	0.10 750.00/hr	75.00
	JMB Review and analyze notice of hearing on motion to withdraw the reference.	0.10 750.00/hr	75.00
4/11/2024	JMB Preparation of pleadings - response to motion to with draw the reference	2.00 750.00/hr	1,500.00

	<u>Hrs/Rate</u>	<u>Amount</u>
SUBTOTAL:	[4.20	3,150.00]
<u>Other Motion Practice</u>		
4/10/2024 JMB Review and analyze defendant's application pro hac vice.	0.10 750.00/hr	75.00
4/15/2024 JMB Preparation of notice of related case administrative motion.	1.00 750.00/hr	750.00
4/24/2024 JMB Exchange of emails with RCBO litigation counsel in related actions regarding administrative motion regarding related case.	0.20 750.00/hr	150.00
SUBTOTAL:	[1.30	975.00]
<u>Retention/Billing/Fee Applications for Debtor Professionals</u>		
4/5/2024 JMB Preparation of pleadings - notice of no objection to sixth billing statement	0.40 750.00/hr	300.00
SUBTOTAL:	[0.40	300.00]
<u>Scheduling and Status Conference</u>		
4/15/2024 JMB Review and analyze bankruptcy court order taking status conference off calendar.	0.10 750.00/hr	75.00
SUBTOTAL:	[0.10	75.00]
For professional services rendered	6.00	\$4,500.00
Previous balance		\$13,508.50
5/17/2024 Payment from account		(\$6,000.00)
Total payments and adjustments		(\$6,000.00)
Amount Due		<u>\$12,008.50</u>

Timekeeper Summary			
<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph M. Breall (JMB)	6.00	750.00	\$4,500.00

	<u>Amount</u>
Previous balance of Retainer	\$0.00
5/17/2024 Payment to account wire transfer	\$6,000.00
5/17/2024 Payment from account	<u>(\$6,000.00)</u>
New balance of Retainer	<u><u>\$0.00</u></u>