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and Debtor in Possession*

**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

**DECLARATION OF DYLAN CASEY IN
SUPPORT OF DEBTOR'S MOTION FOR
ENTRY OF AN ORDER APPROVING SALE
OF REAL PROPERTY
(1822 San Antonio Avenue)**

Judge: Hon. William J. Lafferty

Date: February 4, 2026

Time: 10:30 a.m.

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

I, Dylan Casey, hereby declare as follows:

1. I make this declaration in support of the *Debtor's Renewed Motion for Entry of an Order Approving Sale of Real Property (1822 San Antonio Avenue)* (the "Motion")¹ filed by the Roman Catholic

¹ Capitalized terms used but not defined herein shall have the meanings as



1 Bishop of Oakland (“the Debtor”). Unless otherwise stated herein, I have personal knowledge of the facts
2 set forth in this Declaration.

3 2. My spouse Jessica Poon and I (together, the “Buyers”) have entered into a contract with
4 The Roman Catholic Bishop of Oakland (“RCBO”) to purchase the residential duplex located at 1822 San
5 Antonio Avenue, in Alameda, California, APN Number 71-273-20 (the “1822 House”), as described in
6 the Motion.

7 3. As Buyers, we submitted a bid through our broker for purchase of the 1822 House. Our
8 offer was made as part of arms-length negotiations with RCBO, conducted through our broker and
9 RCBO’s broker. The negotiations between RCBO and the Buyers were in no way tainted by collusion,
10 fraud, or bad faith.

11 4. As Buyers, we did not engage in any collusion in connection with bidding on the 1822
12 House. Further, we did not engage in any discussions or communications with other potential buyers.

13 5. The Buyers and RCBO have not, and will not, exchange any consideration other than as
14 set forth in the Sale Contract.

15 6. To the best of my knowledge, information and belief, the Buyers have no connections with
16 the Debtor, the Debtor’s creditors, the Debtor’s employees, other professionals, the United States Trustee,
17 any persons employed in the Office of the United States Trustee, or any other party in interest.

18 7. We would like to assign the sale contract to a family trust that we are the granters and
19 trustee of, so that we can purchase the 1822 House through the trust.

20 8. We request that the Bankruptcy Court enter a finding that we, as Buyers, whether
21 purchasing individually or through our family trust, are “good faith” purchasers entitled to the protections
22 afforded under 11 U.S.C. §363(m).

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24 9. I declare under penalty of perjury under the laws of the United States of America the
25 foregoing is true and correct to the best of my information, knowledge, and belief.

26 Executed on February 3, 2026, at Alameda, California.

27 
28 Dylan Casey