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and Debtor in Possession*

The following constitutes the order of the Court.
Signed: February 6, 2026

William J. Lafferty, III
U.S. Bankruptcy Judge

**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 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

The Debtor's Renewed Motion For Entry of an Order Approving Sale of Real Property (1822 San Antonio Avenue), filed on January 7, 2026 [Docket No. 2584] (the "Motion"), filed by The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case"), seeking an order (1) authorizing the Debtor to enter into that certain California Residential Purchase Agreement and Joint Escrow Instructions, dated December 22, 2025 (including all addenda thereto, the "Sale Contract"),

ORDER APPROVING SALE



1 by and between Dylan Casey and Jessica Poon, either individually or through their family trust, as buyers
2 (the “Buyers”) and the Debtor as seller, a copy of which is attached as Exhibit A to the declarations of
3 Attila Bardo in support of the Motion (the “Bardos Declaration”), for sale of certain real property
4 commonly known as 1822 San Antonio Avenue, Alameda, California (the “1822 San Antonio House”),
5 (2) approving payment of broker commission and costs of sale; and (3) granting related relief came before
6 the Court for hearing at the above-captioned date and time. The Court having reviewed and considered
7 the Motion and notice thereof, the declarations in support thereof, all other pleadings documents filed in
8 support of or opposition to the Motion, and the arguments of counsel at the hearing on the Motion,

9 **THE COURT FINDS THAT:**

10 A. Notice of the Motion was reasonable, sufficient, and adequate under the circumstances.

11 B. The Buyers have acted in good faith and are entitled to the protections of Section 363(m)
12 of the Bankruptcy Code.

13 C. The Court has jurisdiction over the Motion and venue is proper before this Court.

14 Based on the foregoing and the Court’s findings of fact and conclusions of law stated orally on the
15 record, and good cause appearing therefore,

16 **IT IS HEREBY ORDERED THAT:**

17 1. The Motion is granted.

18 2. Sale of the 1822 San Antonio House to the Buyers is approved as the highest and best offer.

19 3. The Debtor is authorized pursuant to 11 U.S.C. § 363(b)(1) to sell the 1822 San Antonio
20 House to the Buyers, either individually or through their family trust, for the purchase price of \$1,170,000,
21 and accordance with the terms and conditions of the Sale Contract, a copy of which is attached as Exhibit
22 A to the Bardos Declaration.

23 4. Pursuant to Section 363(f) of the Bankruptcy Code, effective upon closing, the sale of the
24 1822 San Antonio House will vest in the Buyers all right, title and interest of the Debtor and the bankruptcy
25 estate in the 1822 San Antonio House, free and clear of the liens, claims or interests listed of any parties
26 receiving notice of the Motion (collectively, the “Affected Interests”). Unless the holders of such the liens,
27 claims or interests have agreed to other treatment, their liens, claims or interests shall attach to the proceeds
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1 of the sale with the same force, effect, validity and priority that previously existed against the 1822 San
2 Antonio House.

3 5. The Debtor, and any escrow agent upon the Debtor's written instruction, shall be
4 authorized to make such disbursements on or after the closing of the sale as are required by the Sale
5 Contract or order of this Court, including, but not limited to, (a) any delinquent real property taxes and
6 outstanding post-petition real property taxes pro-rated as of the closing with respect to the 1822 San
7 Antonio House; (b) the seller's portion pursuant to the Sale Contract of application city, county, or other
8 transfer taxes; (c) broker's fees and commissions as identified in the motion, the listing agreement attached
9 as Exhibit A to the declaration of Jill Friedman in support of the Motion, and the Sale Contract; and (d)
10 other closings costs and escrow fees necessary to complete the sale transaction contemplated by the
11 Motion and Sale Contract.

12 6. The Debtor and its officers, employees and agents be and they hereby are authorized to
13 execute the Sale Contract and any other related documents that are reasonably necessary or appropriate to
14 complete the sale, and to undertake such other actions as may be reasonably necessary or appropriate to
15 complete the sale.

16 7. The Buyers are approved as buyers in good faith in accordance with Section 363(m) of the
17 Bankruptcy Code, and the Buyers shall be entitled to all protections of Section 363(m) of the Bankruptcy
18 Code.

19 8. Except as otherwise provided in the Motion or Sale Contract, the 1822 San Antonio House
20 shall be sold, transferred, and delivered to Buyers on an "as is, where is" or "with all faults" basis.

21 9. This Order shall be effective immediately upon entry. No automatic stay of execution or
22 effectiveness, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure, or Bankruptcy Rule 6004(h),
23 applies with respect to this Order.

24 10. The Sale Contract and any related documents or other instruments may be modified,
25 amended or supplemented by the parties thereto, in a writing signed by both parties without further order
26 of the Court, provided that any such modification, amendment or supplement does not have a material
27 adverse effect on the Debtor's bankruptcy estate.

COURT SERVICE LIST

All ECF Recipients.

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