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*Counsel for the Debtor
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

**STIPULATION FOR ORDER
AUTHORIZING EMPLOYMENT OF CU
ADVISORY CORPORATION AS REAL
ESTATE CONSULTANT PURSUANT TO 11
U.S.C. §§ 327(a) AND 328(a)**

Judge: Hon. William J. Lafferty

This stipulation (this “Stipulation”) is entered into by and between The Roman Catholic Bishop of Oakland, a California corporation sole, the debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”), and the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case (the “Committee”). The Debtor and the Committee are referred to herein collectively as the “Parties.” The Parties, by and through their respective counsel of record, hereby stipulate and agree as follows:

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RECITALS

A. On August 12, 2025, the Debtor filed the *Notice of Supplemental Retention of Ordinary Course Professional CU Advisory Corporation Pursuant to Order (I) Authorizing the Retention and Payment, Effective as of the Petition Date, of Professionals Utilized by the Debtor in the Ordinary Course of Business; and (II) Granting Related Relief* [Docket No. 2220] (the “OCP Notice”).

B. By the OCP Notice, the Debtor sought to retain CU Advisory Corporation (“Century Urban”) as an ordinary course professional (“OCP”), pursuant to the Court’s *Order (I) Authorizing the Retention and Payment, Effective as of the Petition Date, of Professionals Utilized by the Debtor in the Ordinary Course of Business; and (II) Granting Related Relief* [Docket. No. 263] (the “OCP Order”).

C. The Debtor seeks to retain Century Urban as a real estate consultant to assist and advise the Debtor regarding properties that the Debtor has identified for sale.

D. A copy of the Consultant Agreement between the Debtor and Century Urban is attached as Exhibit A to the declaration of Bryant Sparkman filed concurrently herewith.

E. Century Urban has entered into similar agreements to provide services to Roman Catholic Cemeteries of the Diocese of Oakland (“RCC”) and Adventus, and the Debtor affirms that it will not be responsible for paying for any services provided to RCC or Adventus.

F. On August 19, 2025, the Committee filed *The Official Committee of Unsecured Creditors’ Limited Objection to Notice of Supplemental Retention of Ordinary Course Professional CU Advisory Corporation* [Docket No. 2235] (the “Committee Objection”).

G. By the Committee Objection, the Committee objected to the retention of Century Urban as an ordinary course professional but did not otherwise object to Century Urban’s being retained by the Debtor.

H. The Parties have met and conferred regarding the Committee Objection, and have agreed to a resolution of the Committee Objection as set forth herein, through entry of an order for employment of Century Urban pursuant to §327 and §328 of the Bankruptcy Code.

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STIPULATION FOR EMPLOYMENT OF CENTURY URBAN

1
2 **STIPULATION**

3 Wherefore, the Parties hereby stipulate and agree as follows, subject to approval of the Court:

4 1. Century Urban shall be retained as a professional pursuant to §327 of the Bankruptcy Code,
5 with its terms of employment approved pursuant to §328(a) of the Bankruptcy Code on the terms set forth
6 in the form of proposed order attached hereto as **Exhibit A** (the “Proposed Order”).

7 2. The Parties request the Court enter an order in substantially the form of the Proposed Order
8 attached hereto, approving the employment of Century Urban on the terms set forth therein.

9 *[Signatures on following page]*
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1 **SO STIPULATED:**

2 Dated: September 15, 2025

FOLEY & LARDNER LLP

3
4 /s/ Shane J. Moses

Shane J. Moses

5 Attorneys for the Debtor the Roman Catholic Bishop of
6 Oakland

7
8 **SO STIPULATED:**

9 Dated: September 15, 2025

LOWENSTEIN SANDLER LLP

10 /s/ Brent Weisenberg

Brent Weisenberg

11 Attorneys for the
12 Official Committee of Unsecured Creditors

EXHIBIT A

FOLEY & LARDNER LLP

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*Counsel for the Debtor
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

**[PROPOSED] ORDER AUTHORIZING
EMPLOYMENT OF CU ADVISORY
CORPORATION AS REAL ESTATE
CONSULTANT PURSUANT TO 11 U.S.C. §§
327(a) AND 328(a)**

Judge: Hon. William J. Lafferty

1 This matter is before the Court on the *Stipulation for Order Authorizing Employment of CU*
2 *Advisory Corporation as Real Estate Consultant Pursuant To 11 U.S.C. §§ 327(a) And 328(a)*, dated
3 September [___], 2025 [Docket No. ____] (the “Stipulation”),¹ between the Roman Catholic Bishop of
4 Oakland, a California corporation sole, and the debtor and debtor in possession (the “Debtor”) in the
5 above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”), and the Official Committee of
6 Unsecured Creditors in the Chapter 11 Case (the “Committee”), for entry of an order authorizing
7 employment of CU Advisory Corporation (“Century Urban”) as real estate consultant to the Debtor, and
8 approving terms and conditions of employment, effective as of July 1, 2025, pursuant to sections 327(a)
9 and 328(a) of the Bankruptcy Code. The Court having reviewed and considered the *Notice of Supplemental*
10 *Retention of Ordinary Course Professional CU Advisory Corporation Pursuant to Order (I) Authorizing*
11 *the Retention and Payment, Effective as of the Petition Date, of Professionals Utilized by the Debtor in*
12 *the Ordinary Course of Business; and (II) Granting Related Relief* [Docket No. 2220] (the “OCP Notice”)
13 *The Official Committee of Unsecured Creditors’ Limited Objection to Notice of Supplemental Retention*
14 *of Ordinary Course Professional CU Advisory Corporation* [Docket No. 2235] (the “Committee
15 Objection”), and the Stipulation resolving the Committee objection, the declaration of Bryant Sparkman,
16 the Consultant Agreement as defined in the Stipulation and attached as Exhibit A to the declaration of
17 Bryant Sparkman (the “Consultant Agreement”) and the record in this Chapter 11 Case; the Court finding
18 it has jurisdiction over this matter, venue in this Court is proper, and notice was reasonable and is sufficient
19 under the circumstances; and the Court finding the relief requested in the Stipulation is in the best interests
20 of the Debtor, its creditors, and other parties in interest; and after due deliberation and good cause
21 appearing therefor,

22 **IT IS HEREBY ORDERED:**

23 1. Pursuant to sections 327(a) and 328(a), the Debtor is authorized to retain and employ
24 Century Urban as real estate consultant to the Debtor, effective as of July 1, 2025, under the terms set
25 forth in the Consultant Agreement, and as modified by this Order. The terms of employment of Century
26 Urban set forth herein and in the Consultant Agreement (subject to and as modified by this Order) are
27 _____

28 ¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Stipulation.

hereby approved pursuant to section 328(a), including the indemnification provisions of the Consultant Agreement.

2. Pursuant to section 328(a) of the Bankruptcy Code, the Court approves the following terms of compensation:

- a. The Debtor is authorized to compensate Century Urban in accordance with the terms of the Consultant Agreement, including (i) hourly fees as described in section 1(c)(i) of the Consultant Agreement, (ii) the “Closing Fee” on sale of properties as described in section 1(c)(ii) of the Consultant Agreement, and (iii) approved out-of-pocket expenses as described in section 1(c)(iii) of the Consultant Agreement.
- b. Century Urban shall produce monthly invoices in its standard form, including hours worked with descriptions of the tasks performed for the Debtor, with each entry rounded to the nearest half-hour, along with reimbursable expenses incurred. Century Urban shall only be required to maintain records (in summary format) of the services rendered for the Debtor, including summary descriptions of those services, the approximate time expended in providing those services in half-hour increments, and the identity of the billing individuals who provided those services. The Debtor will provide the Committee and the US Trustee copies of Century Urban’s monthly invoices.
- c. To the extent that Century Urban would otherwise be required to submit more detailed time records for its professionals by the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of this Court, this Court’s Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees, the US Trustee’s Guidelines, or this Court’s *Order Authorizing Procedures for Interim Compensation of Expenses of Professionals* [Docket No. 170] (the “Compensation Procedures Order”), such requirements are hereby waived. The provisions of the Compensation Procedures Order are modified as set forth herein, as to Century Urban only.
- d. Because Century Urban is employed under section 328 of the Bankruptcy Code, Century Urban shall not be required to file monthly statements or interim fee applications, and shall not be subject to any holdback on its monthly fees.
- e. Notwithstanding anything in the Application, the Consultant Agreement or this Order to the contrary, payment of any Closing Fee related to sale of a property shall be subject to Bankruptcy Court approval, provided that such approval shall be requested in connection with any motion and order for approval of the sale of such property.
- f. Notwithstanding anything in the Application, the Consultant Agreement or this Order to the contrary, Century Urban shall file a final fee application with the Court pursuant to section 330 of the Bankruptcy Code, provided that (i) the application may be in a summary form attaching Century Urban’s monthly invoices in the form provided herein; and (ii) all rights of the Committee and the US Trustee (and the fee examiner) to object to final approval of compensation or expense reimburse received by Century Urban on any and all grounds, including, but not limited to, reasonableness and the factors set forth in 11 U.S.C. § 330(a)(3), on a final basis, are fully reserved and are not waived pending the final fee application.

1 g. Except as modified herein, the Consultant Agreement shall govern Century Urban's
2 employment and retention.

3 3. Century Urban shall use reasonable efforts to avoid any duplication of services provided
4 by any of the Debtors' other retained professionals in this Bankruptcy Case.

5 4. If there is any inconsistency between the terms of the Stipulation, the Consultant
6 Agreement, or this Order, the terms of this Order shall govern.

7 5. The Debtor is authorized and empowered to take all actions necessary to implement the
8 relief granted in this Order in accordance with the Application, including, without limitation, that the
9 Debtor is authorized pay the balance of the Monthly Fee for prior months from and after July 2025 for
10 which Century Urban was compensated a lesser amount as an Ordinary Course Professional.

11 6. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these
12 Bankruptcy Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of
13 these chapter 11 cases to cases under chapter 7.

14 7. Notwithstanding any provision in the Consulting Agreement to the contrary, approval of
15 Century Urban's employment shall not alter the result dictated by the holding in *Baker Botts L.L.P. v.*
16 *ASARCO LLC*, 135 S. Ct. 2158, 2169 (2015) and its construction of 11 U.S.C. § 330(a)(1).

17 8. Notwithstanding any provision in the Consulting Agreement to the contrary, Century
18 Urban shall not be indemnified for claims arising from its gross negligence, willful misconduct, or bad
19 faith.

20 9. The terms and conditions of this Order shall be immediately effective and enforceable upon
21 its entry.

22 10. This Court shall retain jurisdiction with respect to all matters arising from or related to the
23 implementation of or interpretation of this Order.

24 *** END OF ORDER ***

1 **APPROVED AS TO FORM:**

2 LOWENSTEIN SANDLER LLP

3 By: /s/ Brent Weisenberg
4 Brent Weisenberg
5 Attorneys for the
6 Official Committee of Unsecured Creditors

7 OFFICE OF THE UNITED STATES TRUSTEE

8 By: /s/ Jason Blumberg
9 Jason Blumberg
10 Trial Attorney

COURT SERVICE LIST

All ECF Recipients.