

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Joseph E. Caceres, Esq. (SBN 169164) CACERES & SHAMASH, LLP 9701 Wilshire Boulevard, Suite 1000 Beverly Hills, California 90212 Telephone: (310) 205-3400 Facsimile: (310) 878-8308 Email: jec@locs.com Attorney for The Accomodator Group, Inc., as Plan Administrator for Reorganized Behnam Rafalian and Freedom 26, LLC Debtors <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Accomodator Group, Inc., Plan Admin.	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re: BEHNAM RAFALIAN, Debtor(s).	CASE NO.: 2:23-bk-17417-DS CHAPTER: 11 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 03/17/2026	Time: 1:00 pm
Location: Courtroom 1639, U.S. Bankruptcy Court, 255 East Temple Street, Los Angeles, CA 90012	

Type of Sale: Public Private **Last date to file objections:** 03/03/2026

Description of property to be sold:
 Approximately 3 acre industrial property located at:
 500-526 E. Oaks Street & 1739 N Willow Ave., Compton, CA 90221

Terms and conditions of sale:

 See attached Notice of Hearing on Sale Motion

Proposed sale price: \$ 7,000,000.00

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any):

See attached Notice of Hearing on Sale Motion

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Date: March 17, 2026

Time: 1:00 p.m.

Place: Courtroom 1639

U.S. Bankruptcy Court

Roybal Federal Building and Courthouse

255 E. Temple Street

Los Angeles, CA 90012

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Broker: NAI CAPITAL, c/o Fariba Kavian, Executive Vice President/Broker

11150 Santa Monica Blvd., Suite 1550

Los Angeles, CA 90025

Office: (310) 806-6100, ext. 1427 Cell: (310) 806-6101

Email: fkavian@naicapital.com

Seller: The Accomodator Group, Inc., Plan Administrator, c/o Charles Shamash

9701 Wilshire Boulevard, Suite 1000

Beverly Hills, California 90212

Tel: (310) 594-8114 Cell: (310) 560-4000

Email: cs@locs.com

Date: 02/24/2026

1 Joseph E. Caceres, Esq. (SBN 169164)
CACERES & SHAMASH, LLP
2 9701 Wilshire Boulevard, Suite 1000
Beverly Hills, California 90212
3 Telephone: (310) 205-3400
Facsimile: (310) 878-8308
4 Email: jec@locs.com
5 Attorney for The Accomodator Group, Inc., as Plan
Administrator for Reorganized Behnam Rafalian and
6 Freedom 26, LLC Debtors

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8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 LOS ANGELES DIVISION

11 In re) Case No. 2:23-bk-17417-DS
12 BEHNAM RAFALIAN,) Chapter 11
13) **NOTICE OF HEARING ON:**
14) **MOTION OF THE ACCOMODATOR**
15) **GROUP, INC., PLAN ADMINISTRATOR,**
16) **FOR ORDER AUTHORIZING SALE OF**
17) **REAL PROPERTY, FREE AND CLEAR OF**
18) **LIENS, CLAIMS, AND INTERESTS,**
19) **SUBJECT TO OVERBID**
20)
21) *[Re: East Oak Property, Compton, CA]*
22)
23)
24) Date: March 17, 2026
25) Time: 1:00 p.m.
26) Place: 1639
27) 255 E. Temple Street
28) Los Angeles, CA 90012
Debtor(s).

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1 **TO THE HONORABLE DEBORAH J. SALTZMAN, UNITED STATES BANKRUPTCY**
2 **JUDGE, THE UNITED STATES TRUSTEE, AND OTHER INTERESTED PARTIES:**

3 **PLEASE TAKE NOTICE** that on the above date and time and in the indicated
4 courtroom, a hearing will take place on the *Motion of the Accomodator Group, Inc., Plan*
5 *Administrator* (“TAG”), *For Order Authorizing Sale of Real Property, Free and Clear of Liens,*
6 *Claims, and Interests, Subject to Overbid; Declarations of Charles Shamash and Fariba Kavian*
7 *in Support Thereof* (the “Sale Motion”), pursuant to 11 U.S.C. §§ 105(a) and 363. Based on
8 TAG’s sound business judgment, TAG believes the sale of the Property as set forth in the Motion
9 and herein is in the best interests of creditors.

10 **PLEASE TAKE FURTHER NOTICE** that through the Motion, TAG seeks an order
11 approving the sale of the approximately 3 acre industrial property located at **500-526 E. Oaks**
12 **Street & 1739 N Willow Ave., Compton, CA 90221** (the “E. Oaks Property”), on the terms and
13 conditions specified in the accepted Agreement of Purchase and Sale and all Amendments thereto
14 (collectively, the “E. Oaks PSA”) dated February 23, 2026 (the “PSA Effective Date”) attached to
15 the Sale Motion as **Exhibit 1** thereto, and incorporated herein by reference, to Kevin Rafalian or
16 his assignee (the “Buyer” or “Kevin”), son of Debtor Behnam Rafalian for **\$7.0 million** (the “Sale
17 Price”), **or to any person or entity that appears at the hearing on the Motion that has**
18 **submitted a higher acceptable bid in accordance with TAG’s proposed overbid procedures,**
19 **as set forth in the Sale Motion and reproduced below.**

20 **PLEASE TAKE FURTHER NOTICE** that, as part of the Sale Motion, TAG seeks an
21 order approving the sale free and clear of all liens, claims, and interests. The Property is being
22 sold as-is, where-is, **with no contingencies whatsoever, and no warranties or representations**
23 **by Seller.** In particular, TAG seeks an order:

24 (1) that TAG has the authority to sell the E. Oaks Property on its own with or without
25 further consent or signatures by the co-owners, Debtors, or anyone else, including but not
26 necessarily limited to, the principals of the co-owners or Debtors, or any of their spouses; and the
27 authority to execute and deliver any and all documentation, deed, or any other escrow or transfer
28 documents necessary, appropriate, and required to market and sell the E. Oaks Property; and

1 appointing Charles Shamash to sign for the co-owners, with the same effect as if the co-owners
2 had signed themselves;

3 (2) approving the proposed overbid procedures described in the Sale Motion and
4 reproduced below;

5 (3) approving the sale of the E. Oaks Property to Buyer or its assignee, or to the highest
6 Qualified Overbidder, free and clear of liens, claims, and interests, with the proceeds attaching to
7 any asserted liens to the same extent, validity, and priority as they existed prior to the close of
8 escrow, pursuant to the procedures set forth herein;

9 (4) that no payment shall be made out of escrow to Shamsam Trust (rather, TAG will
10 distribute the net proceeds it receives to the Shamsam Trust, the Professional Fee Carveout, and
11 any necessary reserve for administrative costs, including U.S. Trustee fees, in accordance with this
12 Court's previous orders);

13 (5) approving the payment through escrow of (a) the claims of valid lienholders on the
14 Property; (b) ordinary and reasonable costs such as, but not necessarily limited to, property taxes,
15 title fees, escrow fees, broker commissions, and other ordinary closing costs as per usual
16 procedures; and (c) other reimbursements as set forth on the Estimated Closing Statement attached
17 as **Exhibit 4** to the Sale Motion;

18 (6) that no property transfer taxes of any kind or nature are payable to any entity in
19 connection with the sale of the E. Oaks Property, pursuant to 11 U.S.C. § 1146(a);

20 (7) authorizing and directing escrow to pay 50% of the net proceeds of the sale after
21 payment of the foregoing to TAG for distribution pursuant to the Court's prior orders, subject to
22 any order to the contrary that the Court may issue in response to any objections by the relevant
23 parties, and/or agreement between TAG and the co-owners;

24 (8) that should TAG request it at the sale hearing, pending its review of the claims and
25 charges asserted in escrow by Preferred Bank, the L.A. County Tax Collector or any other lien,
26 claim, or interest that may be asserted, that up to all net proceeds of the sale after payment of
27 ordinary and reasonable costs be paid over to it as Plan Administrator, to be held by TAG for the
28 benefit of the Estate, with liens to attach to the proceeds of sale to the same extent, validity, and

1 priority with which they attached to the Property, as adequate protection under 11 U.S.C. § 363(e).
2 To effectuate this procedure, TAG respectfully requests that the Court authorize it to instruct
3 escrow to pay any undisputed amounts of said liens to the respective claimants, while reserving
4 any disputed amounts pending further Court order or agreement with the affected lienholder(s), if
5 any;

6 (9) authorizing and directing TAG and Buyer or a qualified successful overbidder to
7 execute any and all documents necessary to transfer the Property from the estate to Buyer (or to
8 any qualified successful overbidder);

9 (10) finding that Buyer or a qualified successful overbidder is a good-faith purchaser
10 pursuant to 11 U.S.C. § 363(m);

11 (11) that the automatic 14-day stay of Fed.R. Bankr. Proc. 6004(h) is waived;

12 (12) retaining jurisdiction to (i) enforce and implement the terms and provisions of the
13 E. Oaks PSA, all addendums and amendments thereto, any waivers and consents
14 thereunder, and any other supplemental documents or agreements executed in connection
15 therewith or the Escrow; (ii) compel delivery and payment of the consideration provided for under
16 the E. Oaks PSA; and (iii) resolve any disputes, controversies or claims arising out of or relating
17 to the E. Oaks PSA; and

18 (13) granting such other and further relief as the Court deems just and proper.

19 **PLEASE TAKE FURTHER NOTICE** that the proposed sale to Buyer is subject to
20 overbids of any qualified third party. TAG proposes that the following overbid procedures, which
21 are subject to Court approval, be used at the hearing on the Motion (the "Sale Hearing") for
22 considering overbids:

23 **Proposed Overbid Procedures/Competing Offers**

24 A. **Qualification to Overbid.** Each potential bidder (other than Buyer Kevin or his
25 assignee) in order to be a Qualified OverBidder at the Hearing, shall -

- 26 a. Deliver a **cashier's check** in the amount \$150,000.00 to The Accomodator Group,
27 Inc., by and through Charles Shamash ("TAG"), **no later than one (1) day before**
28 **the hearing, such Deposit to immediately be non-refundable regardless of**
whether the overbidder completes the sale or not for any reason (i.e., the same

- 1 amount of Kevin’s non-refundable deposit) (the "Deposit"), *provided, however,*
2 that TAG shall return the Deposit of any Qualified Overbidder if it accepts the bid
3 of another bidder and said Qualified OverBidder does not become a backup bidder;
4 b. at least one (1) day prior to the Sale Hearing, provide proof of funds and ability to
5 close the sale to TAG and its representatives (including counsel and broker NAI
6 Capital), showing that the overbidder has the ability to pay the balance of any bid
7 made by such bidder, such proof to be deemed acceptable or unacceptable by TAG
8 in its sole and absolute discretion;
- 9 c. at least one (1) day prior to the Sale Hearing, inform TAG in writing (a) that the
10 overbidder agrees to be bound by the same terms and conditions specifically
11 contained in the E. Oaks PSA and any Amendments or Addendums thereto,
12 collectively attached to the Sale Motion as **Exhibit 1, with no contingencies**
13 **whatsoever, and no warranties or representations by TAG or E. Oaks LLC,**
14 and (b) if represented by a broker other than NAI Capital, what the commission
15 structure of the overbid is;
- 16 d. attend the Hearing; and

17 2. Initial and Subsequent Overbids. The initial overbid shall be a total of at least two
18 hundred and fifty thousand dollars (\$250,000.00) more than the Sales Price (i.e., overbids shall
19 start at \$7,250,000.00 or more), and all additional/subsequent overbids must be made in minimum
20 increments of one hundred thousand dollars (\$100,000.00);¹ and

21 3. Winning Bidder/Close of Escrow/Liquidated Damages. Whether Buyer Kevin or an
22 overbidder is declared the winning bidder at the Sale Hearing (the “Winning Bidder”), such
23 Winning Bidder shall have ninety (90) days after the PSA Effective Date to close escrow. If the
24

25 ¹TAG notes that the commission structure may be different for any overbid that may come in.
26 For example, while NAI Capital has agreed to a reduced commission for the sale to Kevin of
27 \$100,000.00 (just over 1.4%) for representing both Seller and Buyer, an overbidder may present an offer
28 through a different broker, in which case the total commission may exceed this amount. In other words,
other bidders may result in a different, and potentially higher, commission structure. Hence, although
TAG has tried to structure the overbid increments to cover the extra cost of commissions in such a
scenario (as well as potentially other costs associated with a higher sales price), TAG will consider the
overall economic benefit of any overbids in determining which offer is best.

1 Winning Bidder, whether original Buyer or a successful overbidder, fails to close escrow within
2 the applicable period above due to such Winning Bidder's default, TAG may unilaterally cancel
3 the purchase contract and escrow via written instructions to escrow, without the need for a joint
4 instruction from both the Winning Bidder and the Seller. In such a case the Winning Bidder shall
5 forfeit its Earnest Money Deposit, and escrow shall remit said Earnest Money Deposit to TAG
6 upon demand by TAG, unless TAG has previously received said deposit. However, in its sole and
7 absolute discretion TAG may, but is not required to, extend the escrow closing period by written
8 instructions to escrow, so as to allow the sale to the Winning Bidder to close.

9 TAG also requests approval of a Backup Bidder should the Winning Bidder fail to close
10 the sale escrow within the applicable period above. If the Winning Bidder is someone other than
11 original Buyer Kevin Rafalian, Kevin has agreed to become the Backup Bidder at the higher of the
12 Purchase Price of \$7,000,000.00, as set forth herein, or the amount of his (Kevin's) last overbid, if
13 applicable. In any event, if escrow closes with the Winning Bidder, TAG will return the Backup
14 Bidder's earnest money deposit, although previously deemed non-refundable. On the other hand,
15 if escrow closes with the Backup Bidder, the Winning Bidder's earnest money deposit will be
16 deemed forfeited and will not be returned, since that will have occurred due to the Winning
17 Bidder's default.

18 **PLEASE TAKE FURTHER NOTICE** that you may also contact the Broker or Plan
19 Administrator to discuss the matter as follows:

20 NAI CAPITAL
21 c/o Fariba Kavian, Executive Vice President/Broker
22 11150 Santa Monica Blvd., Suite 1550
23 Los Angeles, CA 90025
24 Office: (310) 806-6100, ext. 1427 Cell: (310) 806-6101
25 Email: fkavian@naicapital.com

26 The Accomodator Group, Inc., Plan Administrator
27 c/o Charles Shamash
28 9701 Wilshire Boulevard, Suite 1000
Beverly Hills, California 90212
Tel: (310) 594-8114 Cell: (310) 560-4000
Email: cs@locs.com

1 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-
2 1(f), if you wish to oppose or respond to the Sale Motion, you must both file a written opposition

1 or response with the Bankruptcy Court and serve a copy of it upon TAG’s counsel and the United
2 States Trustee at the addresses set forth in the upper left hand corner of the face page of this
3 document and in the attached proof of service, no later than fourteen (14) days prior to the above
4 hearing date. Pursuant to Local Bankruptcy Rule 9013-1(h), the failure to timely file and serve an
5 opposition or response to the Sale Motion may be deemed by the Court to be consent to the
6 granting of the Sale Motion. A copy of the Sale Motion may be viewed at the Bankruptcy Clerk’s
7 office located at 255 E. Temple Street, Los Angeles, CA 90012. A copy may also be obtained by
8 contacting the undersigned as indicated on the top left hand corner of the face page of this notice.
9

10 DATED: February 24, 2026

CACERES & SHAMASH, LLP

11 By: /s/ Joseph E. Caceres
12 Joseph E. Caceres, Esq.
13 Attorney for The Accomodator Group, Inc., as Plan
14 Administrator for Reorganized Behnam Rafalian and
15 Freedom 26, LLC Debtors
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
9701 Wilshire Blvd., Suite 1000, Beverly Hills, CA 90212

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 02/24/2026, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On *(date)* _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* 02/24/2026, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Bankruptcy Judge:

No Judge's Copy necessary unless requested per information on Court's website

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

02/24/2026
Date

Joseph E. Caceres
Printed Name

/s/ Joseph E. Caceres
Signature

Mailing Information for Case 2:23-bk-17417-DS**Electronic Mail Notice List**

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- **David Affeld** dwa@aejlaw.com
- **Raymond H. Aver** ray@averlaw.com, averlawfirm@gmail.com; ani@averlaw.com; katya@averlaw.com; jesus@averlaw.com
- **Chad L Butler** caecf@tblaw.com
- **Joseph E Caceres** jec@locs.com, generalbox@locs.com
- **Theron S Covey** AttorneyTCovey@gmail.com
- **Michael G D'Alba** mgd@lnbyg.com
- **Sonia Plesset Edwards** sedwards@garrett-tully.com
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- **M Douglas Flahaut** df@echoparklegal.com
- **Sandford L. Frey** sandford.frey@stinson.com, lydia.moya@stinson.com; robyn.sokol@stinson.com; dennette.mulvaney@stinson.com; jnaiya.herd@stinson.com
- **Mariel Gerlt-Ferraro** mariel.gerlt-ferraro@piblaw.com, rhonda.viers@piblaw.com
- **David B Golubchik** dbg@lnbyg.com, dbg@lnbyg.com
- **Gregory D Hagen** gregory@ghagenlaw.com
- **Andrew Ethan Hewitt** ahewitt@theleichterfirm.com
- **Michael W. Knapp** mknapp@bradley.com, ynicholson@bradley.com
- **Kevin J Leichter** kleichter@theleichterfirm.com, ahewitt@theleichterfirm.com; assistant@theleichterfirm.com
- **Noreen A Madoyan** Noreen.Madoyan@usdoj.gov
- **William Malcolm** bill@mclaw.org, cvalenzuela@mclaw.org; CACD_ECF@mclaw.org
- **Anne C Manalili** anne.manalili@sba.gov
- **Andrew S Pauly** apauly@shoreline-law.com, kbarone@shoreline-law.com
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- **Jennifer R. Slater** jennifer.slater@aalrr.com, klee@garrett-tully.com
- **Robyn B Sokol** robyn.sokol@stinson.com, lydia.moya@stinson.com; dennette.mulvaney@stinson.com; dbender@leechtishman.com; jnaiya.herd@stinson.com
- **John N Tedford** JNT@LNBYG.com, jnt@ecf.courtdrive.com
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **Ronghua Wang** sophia.wang@afslaw.com, yvonne.li@afslaw.com
- **Michael H Weiss** mhwh@mhw-pc.com, lm@weissandspees.com
- **Johnny White** JWhite@wrslawyers.com, jlee@wrslawyers.com
- **Mandy Youngblood** csbk@gmfinancial.com

Manual Notice List

The following is the list of **parties** who are **not** on the list to receive email notice/service for this case (who therefore require manual noticing/service). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

Cox, Castle & Nicholson LLP

2029 Century Park East Suite 2100
Los Angeles, CA 90067-3284

Roger G Jones

Bradley Arant Boult Cummings LLP
1600 Division Street Suite 700
Nashville, TN 37203

Shaoul Levy
201 Wilshire Blvd
Santa Monica, CA 90401

Sheppard Mullin Richter & Hampton LLP
350 S Grand Avenue 40th Floor
Los Angeles, CA 90071

Gregg D Zucker
Foundation Law Group LLP
2049 Century Park East Suite 2460
Los Angeles, CA 90067

[Creditor List](#)

Click the link above to produce a complete list of **creditors** only.

[List of Creditors](#)

Click on the link above to produce a list of **all** creditors and **all** parties in the case. User may sort in columns or raw data format.