

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>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</p> <p>Attorney for The Accomodator Group, Inc., as Plan Administrator for Reorganized Behnam Rafalian and Freedom 26, LLC Debtors</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Accomodator Group, Inc., Plan Admin.</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<p>In re:</p> <p>BEHNAM RAFALIAN,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:23-bk-17417-DS CHAPTER: 11</p> <p style="text-align: center;">AMENDED NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: 06/23/2026</p>	<p>Time: 1:00 pm</p>
<p>Location: Courtroom 1639, U.S. Bankruptcy Court, 255 East Temple Street, Los Angeles, CA 90012</p>	

Type of Sale: Public Private **Last date to file objections:** 06/09/2026

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: \$ 6,800,000.00

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):

N/A

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

Date: June 23, 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: 06/01/2026

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 (1) APPROVING BACKUP**
17) **BIDDER; and (2) AUTHORIZING SALE OF**
18) **REAL PROPERTY, FREE AND**
19) **CLEAR OF LIENS, CLAIMS, AND**
20) **INTERESTS, TO SUCH BACKUP BIDDER**
21) **IN THE EVENT PRIOR WINNING BIDDER**
22) **FAILS TO CLOSE ESCROW PURSUANT TO**
23) **COURT’S SALE ORDER ENTERED MARCH**
24) **27, 2026 (DOC. # 697)**
25)
26) *[Re: East Oak Property, Compton, CA]*
27)
28) Date: June 23, 2026
Time: 1:00 p.m.
Place: 1639
255 E. Temple Street
Debtor(s).) Los Angeles, CA 90012

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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, for Order (1) Approving Backup Bidder; and (2) Authorizing Sale of Real*
6 *Property, Free and Clear of Liens, Claims, and Interests, to Such Backup Bidder in the Event*
7 *Prior Winning Bidder Fails to Close Escrow Pursuant to Court's Sale Order Entered March 27,*
8 *2026 (Doc. # 697); Declarations of Charles Shamash and Fariba Kavian in Support Thereof*(the
9 "Sale Motion"), pursuant to Reorganized Debtors' confirmed Plan and related documents, and 11
10 U.S.C. §§ 105(a) and 363. Based on TAG's sound business judgment, TAG believes the sale of
11 the Property as set forth in the Motion and herein is in the best interests of creditors.

12 **PLEASE TAKE FURTHER NOTICE** that through the Motion, TAG seeks an order
13 approving the sale of the approximately 3 acre industrial property located at **500-526 E. Oaks**
14 **Street & 1739 N Willow Ave., Compton, CA 90221** (the "E. Oaks Property"), on the terms and
15 conditions specified in the accepted Agreement of Purchase and Sale and all Amendments thereto
16 (collectively, the "E. Oaks Backup PSA") dated May 27, 2026 (the "Backup PSA Effective
17 Date") attached to the Sale Motion as **Exhibit 2** thereto, for \$6.8 million with MONZON &
18 SONS, LLC or its assignee (the "Backup Bidder" or "Monzon"), should prior approved Buyer
19 Kevin Rafalian fail to close his pending escrow as the initial Winning Bidder, subject to Court
20 approval.

21 **PLEASE TAKE FURTHER NOTICE** that the E. Oaks Backup PSA provides that the
22 sale is not subject to overbid, given not only general economic conditions in the country, but
23 because Monzon itself is the Backup Bidder and offered a price substantially similar to Kevin's,
24 and did not want the sale subject to overbids given that it is expending resources on the process
25 without a guarantee that it will even be the ultimate purchaser of the E. Oaks Property, since the
26 sale to Kevin Rafalian has not yet been canceled.

27 **PLEASE TAKE FURTHER NOTICE** that, as part of the Sale Motion, TAG seeks an
28 order approving the sale free and clear of all liens, claims, and interests. The Property is being

1 sold as-is, where-is, **with no contingencies other than Backup Bidder's receipt of SBA**
2 **financing approval within the 45-day contingency period, and no warranties or**
3 **representations by Seller.** In particular, TAG seeks an order:

4 (1) that the Motion is granted;

5 (2) that TAG has the authority to sell the E. Oaks Property on its own with or without
6 further consent or signatures by the co-owners, Debtors, or anyone else, including but not
7 necessarily limited to, the principals of the co-owners or Debtors, or any of their spouses; and the
8 authority to execute and deliver any and all documentation, deed, or any other escrow or transfer
9 documents necessary, appropriate, and required to market and sell the E. Oaks Property; and
10 appointing Charles Shamash to sign for the co-owners, with the same effect as if the co-owners
11 had signed themselves;

12 (3) approving the sale of the E. Oaks Property to Backup Bidder or its assignee, free and
13 clear of liens, claims, and interests, with the proceeds attaching to any asserted liens to the same
14 extent, validity, and priority as they existed prior to the close of escrow, pursuant to the
15 procedures set forth herein, should prior approved Buyer Kevin Rafalian fail to close his pending
16 escrow as the initial Winning Bidder;

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

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

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

28 (7) authorizing and directing escrow to pay 50% of the net proceeds of the sale after

1 payment of the foregoing to TAG for distribution pursuant to the Court's prior orders, with the
2 other 50% of the net proceeds to go to the alleged co-owners, as agreed to in connection with the
3 sale to Kevin Rafalian;

4 (8) that should TAG request it at the sale hearing, pending its review of the claims and
5 charges asserted in escrow by Preferred Bank, the L.A. County Tax Collector or any other lien,
6 claim, or interest that may be asserted, that up to all net proceeds of the sale after payment of
7 ordinary and reasonable costs be paid over to it as Plan Administrator, to be held by TAG for the
8 benefit of the Estate, with liens to attach to the proceeds of sale to the same extent, validity, and
9 priority with which they attached to the Property, as adequate protection under 11 U.S.C. §
10 363(e). To effectuate this procedure, TAG respectfully requests that the Court authorize it to
11 instruct escrow to pay any undisputed amounts of said liens to the respective claimants, while
12 reserving any disputed amounts pending further Court order or agreement with the affected
13 lienholder(s), if any;

14 (9) authorizing and directing TAG and Backup Bidder to execute any and all documents
15 necessary to transfer the Property from the estate to Backup Bidder;

16 (10) finding that Backup Bidder is a good-faith purchaser;

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

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

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

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

27 NAI CAPITAL
28 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

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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

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

DATED: June 1, 2026

CACERES & SHAMASH, LLP

By: /s/ Joseph E. Caceres
Joseph E. Caceres, Esq.
Attorney for The Accomodator Group, Inc., as Plan
Administrator for Reorganized Behnam Rafalian and
Freedom 26, LLC Debtors

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: **AMENDED 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)* 06/01/2026, 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)* 06/01/2026, 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.

06/01/2026
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
- **Brian Ray England** bre@agzlaw.com
- **Sean C Ferry** sferry@raslg.com, sean.ferry7@ecf.courtdrive.com
- **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
- **Thomas Schumann** thomas.schumann@doj.ca.gov
- **Jacob N Segura** jacob@seguralawcorp.com, stacy@seguralawcorp.com
- **Andrew James Shaver** ashaver@bradley.com, ashaver@ecf.courtdrive.com
- **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.