

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Joseph E. Caceres, Esq. (SBN 169164) Charles Shamash (SBN 178110) CACERES & SHAMASH, LLP 9701 Wilshire Boulevard, Suite 1000 Beverly Hills, California 90212 Telephone: (310) 205-3400 Facsimile: (310) 878-8308 Email: jec@locs.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Wesley H. Avery, Chapter 7 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re:  ROLAND HAYNES HAWKINS II, an individual,          Debtor(s).	CASE NO.: 2:26-bk-10875-NB CHAPTER: 7          <b>NOTICE OF SALE OF ESTATE PROPERTY</b>
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<b>Sale Date:</b> 06/30/2026	<b>Time:</b> 11:00 am
<b>Location:</b> Courtroom 1545, U.S. Bankruptcy Court, 255 East Temple Street, Los Angeles, CA 90012	

**Type of Sale:**  Public  Private      **Last date to file objections:** 06/16/2026

**Description of property to be sold:**  
Single Family Residence located at:  
1042 W. 62nd Street, Los Angeles, CA 90044

**Terms and conditions of sale:**  
  
See attached Notice of Hearing on Sale Motion

**Proposed sale price:** \$ 572,500.00

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: June 30, 2026

Time: 11:00 a.m.

Place: Courtroom 1545

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: KELLER WILLIAMS REALTY PASADENA, c/o Brian Parsons

199 S. Los Robles Ave., # 130

Pasadena, CA 91101

Office: (626) 204-3300 Email: brian@soldbyparsons.com

Seller: Wesly H. Avery, Chapter 7 Trustee

c/o Joseph E. Caceres, Esq.

CACERES & SHAMASH, LLP

9701 Wilshire Boulevard, Suite 1000

Beverly Hills, California 90212

Office: (310) 205-3400 Email: jec@locs.com

Date: 05/26/2026

1 Joseph E. Caceres, Esq. (SBN 169164)  
Charles Shamash, Esq. (SBN 178110)  
2 CACERES & SHAMASH, LLP  
9701 Wilshire Boulevard, Suite 1000  
3 Beverly Hills, California 90212  
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4 Facsimile: (310) 878-8308  
Email: jec@locs.com

5  
6 General Counsel for Wesley H. Avery,  
Chapter 7 Trustee

7  
8 UNITED STATES BANKRUPTCY COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 LOS ANGELES DIVISION

11 In re

12 ROLAND HAYNES HAWKINS II, an  
13 individual,

) Case No. 2:26-bk-10875-NB

) Chapter 7

) **NOTICE OF HEARING ON:**  
) **CHAPTER 7 TRUSTEE'S MOTION FOR**  
) **ORDER (1) AUTHORIZING SALE OF REAL**  
) **PROPERTY, FREE AND CLEAR OF LIENS,**  
) **CLAIMS, AND INTERESTS, SUBJECT TO**  
) **OVERBID; and (2) AUTHORIZING**  
) **PAYMENT OF LIENS, COSTS, and**  
) **BROKERS' COMMISSIONS THROUGH**  
) **ESCROW**

) *[Re Property Located at:*  
) *1042 W. 62nd Street, Los Angeles, CA 90044]*

) Date: June 30, 2026  
) Time: 11:00 a.m.  
) Ctrm: 1545  
) 255 E. Temple Street  
) Los Angeles, CA 90012

24 Debtor(s).  
25 \_\_\_\_\_ )

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1 **TO THE HONORABLE NEIL W. B ASON, UNITED STATES BANKRUPTCY JUDGE,**  
2 **THE U.S. TRUSTEE, AND ALL CREDITORS AND 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 *Chapter 7 Trustee’s Motion for Order (1) Authorizing*  
5 *Sale of Real Property, Free and Clear of Liens, Claims, and Interests, Subject to Overbid; and (2)*  
6 *Authorizing Payment of Liens, Costs, and Brokers' Commissions Through Escrow; Declarations*  
7 *of Wesley H. Avery and Brian Parsons in Support Thereof* (the "Sale Motion"), pursuant to 11  
8 U.S.C. §§ 105(a), 363(b), and 363(f). In his sound business judgment, the Chapter 7 Trustee  
9 (“Trustee”) believes the sale of the Property as set forth in the Sale Motion and herein is in the  
10 best interests of creditors.

11 **PLEASE TAKE FURTHER NOTICE** that through the Sale Motion, Trustee seeks an  
12 order approving the sale of the **single family residence located at 1042 W. 62nd Street, Los**  
13 **Angeles, CA 90044 (the "Property")**, on the terms and conditions specified in the *California*  
14 *Residential Income Purchase Agreement and Joint Escrow Instructions* Dated 03/16/2026 and  
15 related documents, including *Seller Multiple Counter Offer No. 1* dated 03/24/2026, *Buyer*  
16 *Counter Offer No. 1* dated 03/25/2026, and *Trustee’s Addendum No. A* dated 04/27/2026, for the  
17 sale of the Property (collectively, the “PSA”), attached to the Sale Motion as **Exhibit 6**, and  
18 incorporated herein by reference, to Tu Casita Inv., Inc. (“Tu Casita” or “Buyer”), for \$572,500.00  
19 (the “Sales Price”), **or to any person or entity that appears at the hearing on the Motion that**  
20 **has submitted a higher acceptable bid in accordance with Trustee’s proposed overbid**  
21 **procedures, as set forth in the Sale Motion and reproduced below.**

22 **PLEASE TAKE FURTHER NOTICE** that, as part of the Sale Motion, Trustee seeks an  
23 order approving the sale free and clear of all liens, claims, and interests. The Property is being  
24 sold as-is, without any warranties, disclosures, or repairs whatsoever, and with no contingencies,  
25 subject to court approval and overbid. In particular, Trustee seeks an order:

26 (1) that the Motion is granted;

27 (2) that the Property is property of the Bankruptcy Estate;

1 (3) approving the proposed overbid procedures in conjunction with approval of the sale;  
2 (4) approving the sale of the Property to Buyer Tu Casita Inv., Inc. or its assignee, or to the  
3 highest qualified overbidder, free and clear of liens, claims, and interests, with the proceeds  
4 attaching to any asserted liens to the same extent, validity, and priority as they existed prior to the  
5 close of escrow, pursuant to the procedures set forth herein;

6 (5) approving the payment through escrow of (a) the claims of valid lienholders on the  
7 Property; and (b) ordinary and reasonable costs such as, but not necessarily limited to, prorated  
8 taxes, title fees, escrow fees, broker commissions totaling 5.5%, and other ordinary closing costs  
9 as per usual procedures;

10 (6) authorizing and directing escrow to pay all net proceeds of the sale after payment of the  
11 foregoing to the Trustee upon close of escrow, to be held by the Trustee for the benefit of the  
12 Estate;

13 (7) should the Trustee request it at the sale hearing, pending the Trustee's review of the  
14 claims and charges asserted in escrow by Oregon Trail, Mark Inv., Ortiz, the L.A. County Tax  
15 Collector or any other lien, claim, or interest that may be asserted, that up to all net proceeds of the  
16 sale after payment of ordinary and reasonable costs be paid over to him as Trustee, to be held by  
17 the Trustee for the benefit of the Estate pending further Court order, with liens to attach to the  
18 proceeds of sale to the same extent, validity, and priority with which they attached to the Property,  
19 as adequate protection under 11 U.S.C. § 363(e); and to effectuate this procedure, order that the  
20 Trustee be authorized to instruct escrow to pay any undisputed amounts of said liens to the  
21 respective claimants, with the disputed amounts paid over to the Trustee (the "Disputed Funds"),  
22 to be reserved pending further Court order or agreement with the affected lienholder(s), if any.  
23 Moreover, in no event shall the close of the refinance be delayed while Trustee resolves any issues  
24 with regard to any Disputed Funds, such that escrow may and shall close notwithstanding the fact  
25 that escrow may be holding any Disputed Funds;

26 (8) directing Oregon Trail Corporation, Mark Investment Group LLC, Eduardo Ortiz, and  
27 any other lienholders, if any, to reconvey and/or release their respective trust deed(s) or liens on  
28 the Property upon close of escrow, notwithstanding reservation of any Disputed Funds; and

1 (9) authorize and direct Trustee and Buyer or a qualified successful overbidder to execute  
2 any and all documents necessary to transfer the Property from the estate to Buyer (or to any  
3 qualified successful overbidder);

4 (10) find that Buyer or a qualified successful overbidder is a good-faith purchaser;

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

6 (12) retaining jurisdiction to (i) enforce and implement the terms and provisions of the  
7 Purchase Agreement, all addendums and amendments thereto, any waivers and consents  
8 thereunder, and any other supplemental documents or agreements executed in connection  
9 therewith or the Escrow; (ii) compel delivery and payment of the consideration provided for under  
10 the Purchase Agreement; and (iii) resolve any disputes, controversies or claims arising out of or  
11 relating to the Purchase Agreement; and

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

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

17 **Proposed Overbid Procedures/Competing Offers**

18 1. Qualification to Overbid. In order to qualify as a bidder at the Hearing, each  
19 potential bidder (other than Buyer Tu Casita), shall -

20 a. at least three (3) days prior to the Sale Hearing, present to Trustee's Broker a  
21 cashier's check in the minimum amount of fifteen thousand dollars (\$15,000.00)  
22 (the same amount deposited by Tu Casita) (the "Earnest Money Deposit") made  
23 payable to the Wesley H. Avery, as Trustee for the Bankruptcy Estate of Roland  
24 Haynes Hawkins II. Trustee shall return the Earnest Money Deposit if he accepts  
25 the bid of another bidder;

26 b. at least three (3) days prior to the Sale Hearing, present to Trustee's Broker a  
27 completed and executed written offer to purchase signed by the bidder that contains  
28 terms and conditions that are, in the Trustee's business judgment, substantially  
similar or superior to the terms and conditions specifically contained in the

1 Purchase Agreement with attached addenda, collectively attached to the Sale  
2 Motion as **Exhibit 6**;

3 c. at least three (3) days prior to the Sale Hearing, offer proof to Trustee's Broker that  
4 the bidder has the financial ability to pay the balance of any bid made by such  
5 bidder, such proof to be deemed acceptable or unacceptable by the Trustee in his  
6 sole discretion; and

7 d. attend the Hearing; and

8 2. Initial and Subsequent Overbids. The initial overbid shall be a total of at least five  
9 thousand dollars (\$5,000.00) more than the Sales Price, and all additional/subsequent overbids  
10 must be made in minimum increments of five thousand dollars (\$5,000.00);<sup>1</sup> and

11 3. Winning Bidder/Close of Escrow/Liquidated Damages. Whether the Buyer or an  
12 overbidder is declared the winning bidder at the Sale Hearing (the "Winning Bidder"), such  
13 Winning Bidder shall have twenty-one (21) days after entry of a court order approving the sale to  
14 close escrow. If the Winning Bidder, whether original Buyer or a successful overbidder, fails to  
15 close escrow within the applicable period above due to such Winning Bidder's default, the Trustee  
16 may cancel the purchase contract and escrow via written instructions to escrow. In such a case the  
17 Winning Bidder shall forfeit its Earnest Money Deposit, and escrow shall remit said Earnest  
18 Money Deposit to the Trustee upon demand by the Trustee. However, in his sole and absolute  
19 discretion the Trustee may, but is not required to, extend the escrow closing period by  
20 written instructions to escrow, so as to allow the sale to the Winning Bidder to close.

21 Trustee also requests approval of an alternate bidder as a backup bidder should the  
22 Winning Bidder (whether original Buyer Tu Casita or an overbidder) fail to close the sale escrow  
23 within the applicable period above. If escrow closes with the Winning Bidder, Trustee will return  
24 the Backup Bidder's earnest money deposit. On the other hand, if escrow closes with the Backup  
25 Bidder, the Winning Bidder's earnest money deposit will be deemed forfeited and will not be  
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27 <sup>1</sup>Trustee notes that the commission structure may be different for any overbid that may come in.  
28 In other words, other bidders may result in a different commission structure. Hence, Trustee will  
consider the overall economic benefit of any overbids in determining which offer is best.

1 returned, since that will have occurred due to the Winning Bidder's default. If Backup Bidder  
2 then defaults, its deposit will also be forfeited.

3 **PLEASE TAKE FURTHER NOTICE** that you may also contact the Broker or Trustee's  
4 Counsel to obtain further information as follows:

5 KELLER WILLIAMS REALTY PASADENA  
6 c/o Brian Parsons  
7 199 S. Los Robles Ave., # 130  
8 Pasadena, CA 91101  
9 Office: (626) 204-3300  
10 Email: brian@soldbyparsons.com

11 CACERES & SHAMASH, LLP  
12 c/o Joseph E. Caceres, Esq.  
13 9701 Wilshire Boulevard, Suite 1000  
14 Beverly Hills, California 90212  
15 Telephone: (310) 205-3400  
16 Email: jec@locs.com

17 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-  
18 1(f), if you wish to oppose or respond to the Sale Motion, you must both file a written opposition  
19 or response with the Bankruptcy Court and serve a copy of it upon Trustee, Trustee's counsel and  
20 the United States Trustee at the addresses set forth in the upper left hand corner of the face page of  
21 this document and in the attached proof of service, no later than fourteen (14) days prior to the  
22 above hearing date. Pursuant to Local Bankruptcy Rule 9013-1(h), the failure to timely file and  
23 serve an opposition or response to the Sale Motion may be deemed by the Court to be consent to  
24 the granting of the Sale Motion. A copy of the Sale Motion may be viewed at the Bankruptcy  
25 Clerk's office located at 255 E. Temple Street, Los Angeles, CA 90012. A copy may also be  
26 obtained by contacting the undersigned as indicated on the top left hand corner of the face page of  
27 this notice.

28 DATED: May 26, 2026

Respectfully Submitted,

CACERES & SHAMASH, LLP

By:           /s/ Joseph E. Caceres            
Joseph E. Caceres, Esq.  
Charles Shamash, Esq.  
General Counsel for Wesley H. Avery,  
Chapter 7 Trustee

## 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)* 05/26/2026, 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)* 05/26/2026, 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 to be Delivered 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.

05/26/2026  
*Date*

Joseph E. Caceres  
*Printed Name*

/s/ Joseph E. Caceres  
*Signature*

## Mailing Information for Case 2:26-bk-10875-NB

### 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.

- **Wesley H Avery (TR)** wes@averytrustee.com, C117@ecfbis.com;lucy@averytrustee.com;salma@averytrustee.com
- **Joseph E Caceres** jec@locs.com, generalbox@locs.com
- **Henry Glowa** henry@henryglowa.com, henry@ecf.inforuptcy.com;glowahr68736@notify.bestcase.com;TheLawOfficeofHenryGlowa@jubileebk.net
- **Sherry Anne Lear** slearattorney@gmail.com
- **Charles Shamash** cs@locs.com, generalbox@locs.com
- **Amitkumar Sharma** amit.sharma@aisinfo.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov

### 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.

#### **Caceres & Shamash LLP**

,

#### **Menchaca & Company, LLP**

835 Wilshire Blvd., Suite 300  
Los Angeles, CA 90017

#### **Pasadena Market Center, Inc., a California corporation dba KW Commercial**

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### [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.