

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY (NON-FORECLOSURE) CCP 701.540

Court Case #: LC100281

Sheriff's File Levy # 24018760

Date: 05/12/2025

In Favor of: BANK OF AMERICA, N.A.
And against: J. PLAMENAC, D.D.S. P.C., A CALIFORNIA CORPORATION, ET AL

Under a WRIT OF EXECUTION issued by the Superior Court, County of Los Angeles, State of California on 12/03/2024 on a judgment rendered on 09/19/2013 for the sum of \$497,005.14, I have levied upon all the right, title, claim and interest of the judgment debtor(s) J. PLAMENAC, D.D.S. P.C., A CALIFORNIA CORPORATION, ET AL in the real property, in the county of San Bernardino, described as follows:

Physical Address: 659 W. VIRGINIA CT LAKE ARROWHEAD CA 92352
APN(s): 0332-053-09-0000

Legal Description: 659 W. VIRGINIA CT LAKE ARROWHEAD, CA 92352. APN: 0332-053-09-0000. LEGAL DESCRIPTION: LOT 1549 OF TRACT NO. 2284, UNIT NO. 5, ARROWHEAD VILLAS, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 33 OF MAPS, PAGES 3, 4, 5, 6, 7 AND 8, RECORDS OF SAID COUNTY.

PROSPECTIVE BIDDERS SHOULD REFER TO SECTIONS 701.510 TO 701.680 INCLUSIVE OF THE CODE OF CIVIL PROCEDURES FOR PROVISIONS GOVERNING THE TERMS, CONDITIONS AND EFFECT OF THE SALE AND THE LIABILITY OF DEFAULTING BIDDERS. (CCP 701.547)

PUBLIC NOTICE IS HEREBY GIVEN that I will proceed to sell at public auction to the highest bidder, for cash in lawful money of the United States, all the right, title, claim and interest of said judgment debtor(s) in the above described property, or so much thereof as may be necessary to satisfy said judgment, with accrued interest and costs on:

Date and Time of Sale: 07/21/2025 at 9:00 am
at the following location:

San Bernardino County Superior Court
351 N Arrowhead Avenue
San Bernadino, CA 92415-0245

Directions to property location may be obtained from the levying officer upon written or oral request.

SHANNON D. DICUS, Sheriff

By: 
S. Bierman, Sheriff's Authorized Agent



LIENS MAY BE PRESENT WHICH MAY OR MAY NOT SURVIVE THIS LEVY



SHANNON D. DICUS, SHERIFF-CORONER

Terms and Conditions of a Sheriff's Sale

1. If you are the winning bidder, you must be prepared to pay in cash, certified check, or cashier's check. Personal checks, company checks, traveler's checks, or money orders are not acceptable (CCP 701.590(a)).
2. If you pay by certified check or cashier's check, the check must be payable to "Sheriff's Court Services." You may not endorse a check payable to you or anyone else over to the Sheriff's Department.
3. The winning bidder must be prepared to pay the full amount at the time of sale when:
 - a) The bid amount on real property is \$5,000.00 or less, or,
 - b) The bid amount on personal property is \$2,500.00 or less.
4. If the winning bid for an interest in the real property exceeds \$5,000.00, the bidder shall deposit at least \$5,000.00 or 10% of the bid, whichever is greater; and within 10 days after the date of sale, pay the balance plus interest on the balance and costs accruing related to the sale.

If the winning bid for an item, group, or a lot of personal property sold exceeds \$2,500.00, the winning bidder shall deposit at least \$2,500.00 or 10% of the bid, whichever is greater; and within 10 days after the date of the sale, pay the balance plus interest on the balance and costs accruing related to the sale. The winning bidder is also responsible for transfer taxes and fees.

The winning bidder is not entitled to possession of the property until the bid, plus costs and interest, have been paid.

If the winning bidder does not pay the bid amount as prescribed above, they will forfeit their deposit (CCP 701.590, 701.600).

5. The judgment creditor may bid against all or part of the judgment. Unpaid levying costs, preferred labor claims, exempt proceeds, and any other claims required to be satisfied shall be paid in cash or by certified check or cashier's check (CCP 701.590).
6. If a minimum is required and not received, provisions of CCP 701.620 will apply.
7. Prospective bidders should refer to CCP 701.600(c) regarding the liability of defaulting bidders.
8. Any person may bid on and purchase property at a Sheriff's Sale except employees of the San Bernardino County Sheriff's Department and their immediate families.
9. All bidders shall say how they intend to pay for the property and show evidence of their ability to pay. We do this for the benefit of all bidders.
10. The winning bidder shall be prepared to do business immediately. The auctioneer will not wait while you go to the bank for money.

Terms and Conditions of a Sheriff's Sale (continued)

Sales Subject to the Right of Redemption

The Right of Redemption applies only to real property. When an interest in real property is sold subject to the Right of Redemption, it means that the debtor, whose interest in the property is being sold, will have a certain amount of time to redeem or buy back their property interest. The purchaser will be issued a Certificate of Sale, and a duplicated copy of the certificate will be recorded (CCP 729.040). This certificate does not constitute a transfer of title but grants the purchaser specific rights (CCP 729.090).

The redemption period will depend on the selling price as follows (CCP 709.030):

- A. 3 months after the sale date if the sale proceeds are sufficient to satisfy the secured indebtedness with interest and costs.
- B. 1 year after the sale date if the sale proceeds are not sufficient to satisfy the secured indebtedness with interest and costs.

The redemption price is the total of the following:

- a) The purchase price at the time of the sale.
- b) The amount of any assessments or taxes and reasonable amounts for fire insurance, upkeep, and repair or improvements on the property.
- c) Any amount paid by the purchaser on a prior obligation secured by the property to the extent that the payment was necessary to protect the purchaser's interest.
- d) Interest on the amounts described above from the time such amounts were paid and until the deposit date.
- e) If the purchaser has any liens subordinate to the lien under which the property was sold, the amount of the purchaser's lien, plus interest from the sale date to the deposit date.

Rents and profits from the property paid to the purchaser or the value of the property's use and occupation to the purchaser may be offset against the amounts described above (CCP 729.060).

Disputes related to the right to redeem the property shall be resolved in court. The petitioner must petition the court before the redemption period expires. The petitioner must supply our office with the written notice of the hearing (CCP 729.070).

Refer to sections within CCP 729.010 for more information concerning the redemption process.

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ATTORNEY OR PARTY WITHOUT ATTORNEY: NAME Kelly A. Sweeney (SBN 239613) FIRM NAME: Sweeney & Kelble APC STREET ADDRESS: 515 S. Flower St., 18th Floor CITY Los Angeles STATE: CA ZIP CODE: 90071 TELEPHONE NO. (310) 955-4050 FAX NO.: (310) 955-4050 EMAIL ADDRESS: kelly@ksgklaw.com ATTORNEY FOR (name): Plaintiff/ Judgment Creditor <input checked="" type="checkbox"/> ATTORNEY FOR. <input checked="" type="checkbox"/> ORIGINAL JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 6230 Sylmar Avenue MAILING ADDRESS: same CITY AND ZIP CODE: Van Nuys, CA 91401 BRANCH NAME: Northwest District	CASE NUMBER: LC100281
PLAINTIFF/PETITIONER: Bank of America, N.A. DEFENDANT/RESPONDENT: J. Plamenac, D.D.S. P.C., a California corporation, et al <input checked="" type="checkbox"/> EXECUTION (Money Judgment)	<input type="checkbox"/> Limited Civil Case (including Small Claims) <input checked="" type="checkbox"/> Unlimited Civil Case (including Family and Probate)
WRIT OF <input type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input type="checkbox"/> Real Property	

- To the Sheriff or Marshal of the County of: **San Bernardino**
You are directed to enforce the judgment described below with daily interest and your costs as provided by law.
- To any registered process server: You are authorized to serve this writ only in accordance with CCP 699.080 or CCP 715.040.

3. (Name): **Key Star Capital Fund III, L.P., a Delaware limited partnership**
 is the original judgment creditor assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name, type of legal entity if not a natural person, and last known address):

J. Plamenac, D.D.S., P.C., a California corporation
 21861 Crestwind Drive
 San Marcos, CA 92078

Additional judgment debtors on next page

- Judgment entered on (date): **9/19/2013**
(See type of judgment in item 22.)
- Judgment renewed on (dates):
08/10/2023

- Writ of Possession/Writ of Sale information on next page.
- This writ is issued on a sister-state judgment.

For items 11-17, see form MC-012 and form MC-013-INFO.

11. Total judgment (as entered or renewed)	\$ 443,513.94
12. Costs after judgment (CCP 685.090)	\$ 0.00
13. Subtotal (add 11 and 12)	\$ 443,513.94
14. Credits to principal (after credit to interest)	\$ 0.00
15. Principal remaining due (subtract 14 from 13)	\$ 443,513.94
16. Accrued interest remaining due per CCP 685.050(b) (not on GC 6103.5 fees)	\$ 53,451.20
17. Fee for issuance of writ (per GC 70626(a)(I))	\$ 40.00
18. Total amount due (add 15, 16, and 17)	\$ 497,005.14

- Notice of sale under this writ:
 - has not been requested.
 - has been requested (see next page).
- Joint debtor information on next page.

- Levying officer:
 - Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) \$ 121.48
 - Pay directly to court costs included in 11 and 17 (GC 6103.5, 68637; CCP 699.520(j)) \$ 0.00

20. The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.



Date: **12/03/2024** Clerk, by **L. Marquez** Deputy

NOTICE TO PERSON SERVED: SEE PAGE 3 FOR IMPORTANT INFORMATION.

WRIT OF EXECUTION

Plaintiff/Petitioner: Bank of America, N.A.	CASE NUMBER:
Defendant/Respondent: J. Plamenac, D.D.S. P.C., a California corporation, et al	LC100281

21. Additional judgment debtor(s) (name, type of legal entity if not a natural person, and last known address):

Jovan Plamenac, DDS, an individual d/b/a Pacific Dental Group of El Cajon 21861 Crestwind Drive, San Marcos, CA 92078			
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22. The judgment is for (check one):

- a. wages owed.
- b. child support or spousal support.
- c. other.

23. Notice of sale has been requested by (name and address):

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24. Joint debtor was declared bound by the judgment (CCP 989-994)

- a. on (date):
- b. name, type of legal entity if not a natural person, and last known address of joint debtor:
- a. on (date):
- b. name, type of legal entity if not a natural person, and last known address of joint debtor:

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c. Additional costs against certain joint debtors are itemized: below on Attachment 24c.

25. (Writ of Possession or Writ of Sale) Judgment was entered for the following:

- a. Possession of real property: The complaint was filed on (date):
(Check (1) or (2). Check (3) if applicable. Complete (4) if (2) or (3) have been checked.)
 - (1) The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46. The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.
 - (2) The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.
 - (3) The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a Claim of Right to Possession at any time up to and including the time the levying officer returns to effect eviction, regardless of whether a Prejudgment Claim of Right to Possession was served.) (See CCP 415.46 and 1174.3(a)(2).)
 - (4) If the unlawful detainer resulted from a foreclosure (item 25a(3)), or if the Prejudgment Claim of Right to Possession was not served in compliance with CCP 415.46 (item 25a(2)), answer the following:
 - (a) The daily rental value on the date the complaint was filed was \$
 - (b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):

Item 25 continued on next page

Plaintiff/Petitioner: Bank of America, N.A.
 Defendant/Respondent: J. Plamenac, D.D.S. P.C., a California corporation, et al

CASE NUMBER:
 LC100281

25. b. Possession of personal property.
 If delivery cannot be had, then for the value (*itemize in 25e*) specified in the judgment or supplemental order.
- c. Sale of personal property.
- d. Sale of real property.
- e. The property is described below on Attachment 25c.

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting was sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling it out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

