

SUMMONS—EVICTIION
(CITACIÓN JUDICIAL—DESALOJO)

SUM-130

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY
(RETENCIÓN ILÍCITA DE UN INMUEBLE / RETENCIÓN FORZOSA / ENTRADA FORZOSA)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

AHMED GAMAL, MAHA MANSOUR, and DOES 1-10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

FRG MV PINE, LLC

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. If this summons was served through the Secretary of State's Safe at Home address confidentiality program, you have 10 days from the date of service, not counting Saturdays and Sundays and other judicial holidays, to respond.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courts.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website (www.lawhelpca.org), the California Courts Online Self-Help Center (www.courts.ca.gov/selfhelp), or by contacting your local court or county bar association.

FEE WAIVER: If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante. Si la presente citación le ha sido entregado a través del programa de dirección confidencial del Secretario del Estado Seguro en Casa, tiene 10 días después de la fecha de entrega, sin contar sábado y domingo y otros días feriados del tribunal, para responder.

Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpca.org/es), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados local.

EXENCIÓN DE CUOTAS: Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier monto de \$10,000 ó más recibido mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

1. The name and address of the court is:
(El nombre y dirección de la corte es):
Civic Center Courthouse
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER (número de caso):
CUD - 24 - 674810

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*
Mark B. Chernev, Zacks & Freedman, PC, 601 Montgomery Street, Suite 400, San Francisco, CA 94111

PLAINTIFF (Name): FRG MV PINE, LLC	CASE NUMBER:
DEFENDANT (Name): AHMED GAMAL, MAHA MANSOUR, and DOES 1-10, inclusive	

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415) did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 4 below.)

4. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

- a. Assistant's name:
- b. Telephone no.:
- c. Street address, city, and zip:

- d. County of registration:
- e. Registration no.:
- f. Registration expires on (date):

DAEJA ROGERS

Date: **APR 17 2024**
(Fecha)

Clerk, by *[Signature]*, Deputy (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (form POS-010).)



5. **NOTICE TO THE PERSON SERVED:** You are served
- a. as an individual defendant.
 - b. as the person sued under the fictitious name of (specify):
 - c. as an occupant.
 - d. on behalf of (specify):
 under CCP 416.10 (corporation). CCP 416.60 (minor).
 CCP 416.20 (defunct corporation). CCP 416.70 (conservatee).
 CCP 416.40 (association or partnership). CCP 416.90 (authorized person).
 CCP 415.46 (occupant). other (specify):
 - e. by personal delivery on (date):

APR 17 2024

CLERK OF THE COURT

BY:  Deputy Clerk

DAEJA ROGERS

1 Mark B. Chernev (SBN 264946)
2 Lisa K. Padilla (SBN 225665)
3 ZACKS & FREEDMAN, PC
4 601 Montgomery Street, Suite 400
5 San Francisco, CA 94111
6 Tel: (415) 956-8100
7 Fax: (415) 288-9755

8 Attorneys for Plaintiff,
9 FRG MV Pine, LLC

10 **SUPERIOR COURT – STATE OF CALIFORNIA**

11 **COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION**

12 FRG MV PINE, LLC,

13 Plaintiff,

14 vs.

15 AHMED GAMAL, MAHA MANSOUR, and
16 DOES 1-10, inclusive,

17 Defendants.

Case No.: **CUD - 24 - 674810**

**COMPLAINT FOR UNLAWFUL
DETAINER**

18 Plaintiff, FRG MV Pine, LLC, (“Plaintiff”), alleges as follows:

19 1. Plaintiff FRG MV Pine, LLC is a California limited partnership, licensed to do
20 business in the State of California, and is in full compliance with the filing and publication
21 requirements set forth in the Business & Professions Code. Plaintiff is the owner the premises
22 located at, and commonly referred to as, 899 Pine Street, #1205, San Francisco, CA 94108
23 (“Premises”) which is the subject of this action, also located within San Francisco County and
24 Judicial District. Plaintiff does business under the name “The Pinnacle at Nob Hill” and is in
25 full compliance with all fictitious name registration and reporting requirements. Plaintiff is
26 authorized to bring this action.

27 2. Defendants Ahmed Gamal and Maha Mansour, (“Defendants”) are each an
28 individual over 18 years of age, who are residents of San Francisco, California, and who are in
possession of the Premises. Defendants currently occupy, or claim some right to occupy, the
Premises.

ZACKS & FREEDMAN, PC
601 MONTGOMERY STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA 94111

1 3. Plaintiff does not know the true names or capacities of defendants named herein
2 as Does 1-10, and therefore sues these defendants by fictitious names under the provisions of
3 the Code of Civil Procedure §474. Plaintiff will amend this complaint to allege their true
4 names and capacities when ascertained.

5 4. On or about August 23, 2021, Defendants entered into lease agreement
6 (“Lease”) with Plaintiff for use of the Premises which was written. A true and correct copy of
7 that Lease agreement is attached as Exhibit A. Defendants have tendered rent to Plaintiff
8 pursuant to that Lease. A landlord-tenant relationship therefore exists between Plaintiff and
9 Defendants.

10 5. The terms of the Lease require Defendants to pay monthly rent for the use and
11 occupancy of the Premises in the amount of \$3,550.42 and invoiced utilities as additional
12 monthly rent, payable on or before the first day of each month.

13 6. As of April 10, 2024, Defendants had failed to pay Plaintiff rent in the amount
14 of \$7,493.31 as due within a twelve-month period under the terms of the Lease, and for the
15 period between March 2024 and April 2024.

16 7. On April 10, 2024, Defendants were served with a written three-day notice to
17 pay rent or quit the Premises (“Notice”). The Notice required Defendants to either deliver up
18 possession of the Premises within three days after service (excluding weekends and holidays)
19 of the Notice or pay the rent demanded therein within that same time. All facts stated in the
20 Notice are true and correct. The Notice included an election of forfeiture. A true and correct
21 copy of that Notice is attached as Exhibit B. A true and correct copy of the Proof of Service
22 regarding the Notice is attached as Exhibit C.

23 8. On April 13, 2024 Plaintiff accepted from Defendants a partial payment of the
24 rent demanded in the Notice in the amount of \$3,900 which was actually received by Plaintiff.
25 The difference between the amount demanded in the Notice and the payment actually received
26 is \$3,593.31.
27
28

1 9. At the end of the day April 15, 2024, the Notice period had expired. Defendants
2 failed to comply with the requirements of the Notice before the time of expiration, and
3 Defendants remain in possession of the Premises without the authority or consent of Plaintiff.

4 10. At the time the Notice was served, the amount of rent due for the period of
5 March 2024 through April 2024 was \$7,493.31. At the time of the expiration of the Notice, the
6 difference between the amount demanded in the Notice and the payment actually received was
7 \$3,593.31. The fair rental value for the Premises is \$150 per day, and damages for the
8 unlawful detainer of the Premises will accrue at that rate from April 16, 2024 until the date of
9 judgment.

10 11. Defendants have failed to pay the rent which the landlord is lawfully entitled
11 under the written agreement between the tenant and the landlord.

12 12. Defendants' failure to pay the rent demanded in the Notice is not based on an
13 inability to pay the rent because of the financial impacts of the COVID-19 pandemic as set
14 forth in San Francisco Administrative Code Chapter 37.9(a)(1)(D), and Defendants' failure to
15 pay the rent demanded in the Notice did not arise out of a substantial decrease in household
16 income (including, but not limited to, a substantial decrease in household income caused by
17 layoffs or a reduction in the number of compensable hours of work, or substantial out-of-
18 pocket expenses), that was caused by the COVID-19 pandemic, or by any local, state, or
19 federal government response to COVID-19, which was documented by Defendants.

20 13. Plaintiff's dominant motive for recovering possession of the Premises is that
21 Defendants have failed to pay the rent which Plaintiff is lawfully entitled under the lease
22 agreement between the Plaintiff and Defendants.

23 WHEREFORE, Plaintiff prays for judgment against Defendants for:

- 24 1. Restitution and possession of the Premises from Defendants;
25 2. Forfeiture of the Lease;
26 3. The balance of the rent demanded in the Notice from Defendants;
27 4. Unlawful detainer damages of \$150 per day according to proof;
28

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