

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Luke Garvey (SBN 342956) Colla & Ray LLP 250 Columbus Avenue, Suite 200, San Francisco, CA 94133 TELEPHONE NO.: 415-579-1414 FAX NO. (Optional): E-MAIL ADDRESS (Optional): luke@collaray.com ATTORNEY FOR (Name): Plaintiff MHF Holding Vier GmbH & Co. KG	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 Court Street MAILING ADDRESS: 725 Court Street CITY AND ZIP CODE: Martinez 94553 BRANCH NAME: Civil	
PLAINTIFF (Name): MHF Holding Vier GmbH & Co. KG DEFENDANT (Name): Kaila Mwale, et al.	
DECLARATION FOR DEFAULT JUDGMENT BY COURT (Unlawful Detainer—Code Civil Proc., § 585(d))	CASE NUMBER: N24-2030

1. My name is (specify): Paul Griffiths
 - a. ☐ I am the plaintiff in this action.
 - b. I am
 - (1) ☐ an owner of the property
 - (2) ☒ a manager of the property
 - (3) ☐ an agent of the owner
 - (4) ☐ other (specify):
2. The property concerning this action is located at (street address, apartment number, city, and county):
 10 Serenity Lane, Alamo, Contra Costa County, California
3. Personal knowledge. I personally know the facts stated in this declaration and, if sworn as a witness, could testify competently thereto. I am personally familiar with the rental or lease agreement, defendant's payment record, the condition of the property, and defendant's conduct.
4. Agreement was ☒ written ☐ oral as follows:
 - a. On or about (date): 10/22/2021 defendant (name each): Kaila Mwale, an individual, and Julius Mwale, an individual
 - (1) agreed to rent the property for a ☐ month-to-month tenancy ☒ other tenancy (specify): 13 month lease term
 - (2) agreed to pay rent of \$ 35,000.00 payable ☒ monthly ☐ other (specify frequency):
 with rent due on the ☒ first of the month ☐ other day (specify):
 - b. ☒ Original agreement is attached (specify): ☒ to the original complaint.
☐ to the Application for Immediate Writ of Possession. ☐ to this declaration, labeled Exhibit 4b.
 - c. ☐ Copy of agreement with a declaration and order to admit the copy is attached (specify):
☐ to the Application for Immediate Writ of Possession. ☐ to this declaration, labeled Exhibit 4c.
5. ☐ Agreement changed.
 - a. ☐ More than one change in rent amount (specify history of all rent changes and effective dates up to the last rent change) on Attachment 5a (form MC-025).
 - b. ☒ Change in rent amount (specify last rent change). The rent was changed from \$ 35,000.00 to \$ 37,500.00, which became effective on (date): November 1, 2022 and was made
 - (1) ☒ by agreement of the parties and subsequent payment of such rent.
 - (2) ☐ by service on defendant of a notice of change in terms pursuant to Civil Code section 827 (check item 5d).
 - (3) ☒ pursuant to a written agreement of the parties for change in terms (check item 5e or 5f).
 - c. ☐ Change in rent due date. Rent was changed, payable in advance, due on (specify day):
 - d. ☐ A copy of the notice of change in terms is attached to this declaration, labeled Exhibit 5d.
 - e. ☒ Original agreement for change in terms is attached (specify): ☒ to the original complaint.
☐ to the Application for Immediate Writ of Possession. ☐ to this declaration, labeled Exhibit 5e.
 - f. ☐ Copy of agreement for change in terms with a declaration and order to admit the copy is attached (specify):
☐ to the Application for Immediate Writ of Possession. ☐ to this declaration, labeled Exhibit 5f.

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6. Notice to quit.

- a. ☒ Defendant was served with a
- (1) ☒ 3-day notice to pay rent or quit (4) ☐ 3-day notice to quit
- (2) ☒ 3-day notice to perform covenants or quit (5) ☐ 30-day notice to quit
- (3) ☐ Other (specify): (6) ☐ 60-day notice to quit
- b. ☒ The 3-day notice to pay rent or quit demanded rent due in the amount of (specify): \$ 35,700.00 for the rental period beginning on (date) 10/1/2024 and ending on (date) 10/31/2024
- c. ☒ The total rent demanded in the 3-day notice under item 6b is different from the agreed rent in item 4a(2) (specify history of dates covered by the 3-day notice and any partial payments received to arrive at the balance) on Attachment 6c (form MC-025).
- d. ☒ The original or copy of the notice specified in item 6a is attached to (specify): ☒ the original complaint.
☐ this declaration, labeled Exhibit 6d. (The original or a copy of the notice MUST be attached to this declaration if not attached to the original complaint.)

7. Service of notice.

- a. The notice was served on defendant (name each): Kaila Mwale, an individual, Julius Mwale, an individual, and All Unnamed Occupants
- (1) ☐ personally on (date):
- (2) ☐ by substituted service, including a copy mailed to the defendant, on (date):
- (3) ☒ by posting and mailing on (date mailed): October 3, 2024
- b. ☒ A prejudgment claim of right to possession was served on the occupants pursuant to Code of Civil Procedure section 415.46.

8. Proof of service of notice. The original or copy of the proof of service of the notice in item 6a is attached to (specify):

- a. ☒ the original complaint.
- b. ☐ this declaration, labeled Exhibit 8b. (The original or copy of the proof of service MUST be attached to this declaration if not attached to the original complaint.)

9. Notice expired. On (date): October 9, 2024 the notice in item 6 expired at the end of the day and defendant failed to comply with the requirements of the notice by that date. No money has been received and accepted after the notice expired.

10. The fair rental value of the property is \$ 1,250.00 per day, calculated as follows:

- a. ☐ (rent per month) x (0.03288) (12 months divided by 365 days)
- b. ☒ rent per month divided by 30
- c. ☐ other valuation (specify):

11. Possession. The defendant

- a. ☒ vacated the premises on (date): June 10, 2025
- b. ☐ continues to occupy the property on (date of this declaration):

12. ☐ Holdover damages. Declarant has calculated the holdover damages as follows:

- a. Damages demanded in the complaint began on (date): November 1, 2024
- b. Damages accrued through (date specified in item 11): June 10, 2025
- c. Number of days that damages accrued (count days using the dates in items 12a and 12b): 221
- d. Total holdover damages ((daily rental value in item 10) x (number of days in item 12c)): \$ 276,250.00

13. ☒ Reasonable attorney fees are authorized in the lease or rental agreement pursuant to paragraph (specify): 36 and reasonable attorney fees for plaintiff's attorney (name): Colla & Ray LLP are \$ 46,370.0014. ☒ Court costs in this case, including the filing fee, are \$ 3,843.46

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15. ☒ Declarant requests a judgment on behalf of plaintiff for:

a. ☒ A money judgment as follows:

(1) ☒ Past-due rent (<i>item 6b</i>)	\$ 35,700.00
(2) ☒ Holdover damages (<i>item 12d</i>)	\$ 276,250.00
(3) ☒ Attorney fees (<i>item 13</i>)*	\$ 46,370.00
(4) ☒ Costs (<i>item 14</i>)	\$ 3,843.46
(5) ☒ Other (<i>specify</i>): unpaid car rental and grounds keeping costs	\$ 160,500.00
(6) TOTAL JUDGMENT	\$ 522,663.46

* ☐ Attorney fees are to be paid by (name) only.

b. ☐ Possession of the premises in item 2 (*check only if a clerk's judgment for possession was **not** entered*).

c. ☒ Cancellation of the rental agreement. ☒ Forfeiture of the lease.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 6/11/2025

Paul Griffiths

(TYPE OR PRINT NAME)


 ID ui92DmUjr482DNVEFCxg8qp7
 (SIGNATURE OF DECLARANT)

Summary of Exhibits

16. ☐ Exhibit 4b: Original rental agreement.
17. ☐ Exhibit 4c: Copy of rental agreement with declaration and order to admit the copy.
18. ☐ Exhibit 5d: Copy of notice of change in terms.
19. ☐ Exhibit 5e: Original agreement for change of terms.
20. ☐ Exhibit 5f: Copy of agreement for change in terms with declaration and order to admit copy.
21. ☐ Exhibit 6d: Original or copy of the notice to quit under item 6a (*MUST be attached to this declaration if it is not attached to original complaint*).
22. ☐ Exhibit 8b: Original or copy of proof of service of notice in item 6a (*MUST be attached to this declaration if it is not attached to original complaint*).
23. ☒ Other exhibits (*specify number and describe*):
 Attachment 6c (specifying history of dates covered by the 3-day notice and any partial payments received to arrive at the balance);
 Attachment 15a(5) (regarding Plaintiff's other damages)

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ATTACHMENT (Number): 6c

(This Attachment may be used with any Judicial Council form.)

Rent was increased from \$35,000.00 to \$37,500.00 effective November 1, 2022, pursuant to Amendment to Lease Agreement.

Three-Day Notice to Pay Rent or Quit demanded rent in the amount of \$35,700.00 for the month of October 2024 (\$37,500.00 rent owed, less \$1,800.00 water credit).

Three-Day Notice to Cure or Quit demanded payment in the amount of \$34,500.00 pursuant to Addendum 1 of the Lease ("tenants will reimburse owner flat rate of \$10,000/month for grounds keeping costs") and Addendum 2 of the Lease ("Owner agrees to rent to the tenant 2 cars, a Bentley & Mercedes AMG . . . The cost for sharing both cars usage is USD 4,500 / month").

Defendants failed to reimburse Plaintiff for the grounds keeping costs for the months of July, August, and September 2024, with the total amount owed at the time of service being \$30,000.00.

Defendants failed to pay the rental fee for Plaintiff's vehicles for the month of October 2024, with the total amount owed at the time of service being \$4,500.00.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

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(Add pages as required)

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ATTACHMENT (Number): 15a(5)

(This Attachment may be used with any Judicial Council form.)

Pursuant to Addendum 1 of the Lease, Defendants agreed to reimburse Plaintiff a "flat rate of \$10,000/month for grounds keeping gross costs."

Pursuant to Addendum 1, Defendants owe Plaintiff grounds keeping costs of \$10,000 per month for the months of July 2024, August 2024, September 2024, October 2024, November 2024, December 2024, January 2024, February 2025, March 2025, April 2025, May 2025, and June 2025, with the total amount owed being \$120,000.00.

Pursuant to Addendum 2 of the Lease, Defendants agreed to rent 2 cars from Plaintiff. The Parties agreed that "[t]he cost sharing for both cars usage is USD 4,500/month."

Pursuant to Addendum 2, Defendants owe Plaintiff car rental costs of \$4,500 per month for the months of October 2024, November 2024, December 2024, January 2024, February 2025, March 2025, April 2025, May 2025, and June 2025, with the total amount owed being \$40,000.00.

Accordingly, pursuant to Addendum 1 and Addendum 2, Defendants owe Plaintiff other damages totaling \$160,500.00.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

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(Add pages as required)

eSignature Details

Signer ID:	ui92DmUjr482DNVEFCxg8qp7
Signed by:	Paul Griffiths
Sent to email:	paul@vesta-assetmanagement.com
IP Address:	207.212.26.124
Signed at:	Jun 11 2025, 2:15 pm PDT