

JAN 09 2026

Sara Alicia Vela
6194 Bryndale Avenue
Oak Park, California, 91377
(805) 300-7910

Plaintiff, In Pro Per _____

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

SARA ALICIA VELA,

CASE NO.

Plaintiff,

COMPLAINT FOR:

vs.

- (1) CONTRIBUTION;
- (2) ACCOUNTING;
- (3) UNJUST ENRICHMENT;
- (4) DECLARATORY RELIEF

PETER ARTHUR SCHILHAVY; and DOES
1 through 10, inclusive,

UNLIMITED CIVIL CASE
Bench Trial (No Jury Demanded)

Defendants.

For Causes of Action against the Defendants, and each of them, Plaintiff alleges:

COMMON ALLEGATIONS

1. At all times herein relevant, Plaintiff SARA ALICIA VELA ("Plaintiff"), was and now is an individual residing 6194 Bryndale Avenue, Oak Park, in the County of Ventura, State of California 91377 ("Property"), holding title as tenants in common, with Defendant owning 61% and Plaintiff 39% (the "Ownership Percentages").

2. Plaintiff is informed and believes and upon such ground alleges that at all times herein relevant, Defendant PETER ARTHUR SCHILHAVY ("Defendant") does not reside at the Property.

3. Plaintiff is informed and believes and upon such ground alleges that at all times herein relevant, Defendant PETER ARTHUR SCHILHAVY ("Defendant") was and now is an individual residing in the County of Ventura, State of California. This Court has jurisdiction under Code of Civil Procedure sections 1060 and related equitable principles governing

em-s

1 contribution between co-owners.

2 4. Plaintiff is informed and believes and upon such ground alleges that at all times
3 herein relevant, Defendant PETER ARTHUR SCHILHAVY ("Defendant") was and now is an
4 individual residing in the County of Ventura, State of California. Venue is proper in this Court
5 pursuant to Code of Civil Procedure section 392 because the real property that is the subject of
6 this action.

7 5. Each of the acts, events and damages alleged herein occurred in the State of
8 California, County of Ventura, or has the proximate effect of causing damage to Plaintiff in the
9 County of Ventura.

10 6. The true names and capacities, whether individual, corporate, associate or
11 otherwise of defendants sued herein as Does 1 through 10, inclusive, are unknown to Plaintiff,
12 who therefore sues said defendants by such fictitious names, and Plaintiff will amend this
13 Complaint to show their names and capacities when same have been ascertained. Plaintiff is
14 informed and believes and upon such ground allege, that each of the fictitiously named
15 defendants is responsible to Plaintiff for the injuries and damages herein alleged or is subject to
16 the jurisdiction of the Court as a necessary party for the relief sought herein.

17 7. At all times herein mentioned, each of the defendants was the agent, employee
18 and joint venturer of each of the remaining defendants, and was acting at all times within the
19 purpose and scope of said agency, employment and joint venture; each of the defendants is
20 responsible to Plaintiff for the injuries and damages herein alleged, or has an interest in the
21 subject matter of the litigation, and is subject to the relief sought by Plaintiff herein, or may be
22 affected by any judgment, order or decree issued by this Court.

23 **GENERAL ALLEGATIONS**

24 8. On or around - Plaintiff and Defendant are co-owners of the real property located
25 at 6194 Bryndale Avenue, Oak Park, California 91377 ("Property"), holding title as tenants in
26 common, with Defendant owning 61% and Plaintiff 39% (the "Ownership Percentages").
27 Plaintiff resides at the Property. Defendant does not reside at the Property.

1 9. The Property was acquired with unequal initial capital contributions. Defendant
2 paid a larger down payment.

3 10. The Ownership Percentages already incorporate Defendant's greater down-
4 payment contribution. Plaintiff does not seek reallocation of ownership, partition of the Property,
5 or reimbursement of the down payment.

6 11. The Property is encumbered by a mortgage with a monthly payment of
7 \$4,200.46.

8 12. From acquisition to the present, the Property has required recurring expenses
9 including but not limited to mortgage payments, property taxes, homeowner's association
10 assessments, homeowners insurance, earthquake insurance, and necessary maintenance and
11 repair costs required to preserve and maintain the Property.

12 13. Plaintiff has paid more than her 39% proportional share of these expenses.
13 Although the amounts varied by year, Plaintiff maintained complete records reflecting the
14 amounts paid and the dates of payment.

15 14. Defendant has failed to pay his 61% proportional share of Property-related
16 expenses, making only partial and insufficient payments.

17 15. From approximately year two through year ten of the parties' co-ownership,
18 Defendant made periodic payments to Plaintiff in the amount of approximately \$1,500 per
19 month. Such payments were partial and insufficient to satisfy Defendant's 61% proportional
20 share of Property-related expenses and did not discharge Defendant's ongoing contribution
21 obligations.

22 16. The Property is occupied by a member of Defendant's household with
23 Defendant's knowledge and consent, and such occupancy benefits Defendant's household.

24 17. Plaintiff reserves the right to seek recovery for physical damage to the Property
25 attributable to use by members of Defendant's household, to the extent such damage exceeds
26 ordinary wear and tear and requires repair or replacement, upon proper proof.

26 18. From the dates Plaintiff made payments on Defendant's behalf, Plaintiff has
27 been deprived of the use of those funds. Defendant's obligation to contribute 61% of such
28 expenses is fixed and capable of determination by calculation.

1 19. Plaintiff's payment of amounts exceeding her 39% share constituted advances
2 made on Defendant's behalf to carry the Property and preserve Defendant's 61% ownership
3 interest, subject to reimbursement and interest as allowed by law.

4 20. Plaintiff's payment of Property-related expenses, and acceptance of partial
5 payments, was undertaken to preserve the Property and prevent default, and was not intended as,
6 and shall not be construed as, a gift, a waiver, or an assumption of Defendant's financial
7 obligations.

8 **FIRST CAUSE OF ACTION**

9 (Contribution)

10 (Against Defendant)

11 21. Plaintiff realleges and incorporates paragraphs 1 through 20 as though fully set
12 forth herein.

13 22. As a tenant in common, Defendant is obligated to contribute his proportionate
14 61% share of expenses necessary to maintain and preserve the Property.

15 23. Plaintiff has paid amounts in excess of her 39% share over multiple years,
16 resulting in an imbalance in the parties' respective contributions.

17 **SECOND CAUSE OF ACTION**

18 (Accounting)

19 (Against Defendant)

20 24. Plaintiff realleges and incorporates paragraphs 1 through 23 as though fully set
21 forth herein.

22 25. Plaintiff and Defendant's relationship as tenants in common with respect to the
23 Property requires a duty to account for their respective contributions to the ownership of the
24 Property.

25 26. A present controversy exists regarding Plaintiff and Defendant's respective
26 contributions to the Property, which can only be ascertained with an accounting.

27 27. For the foregoing reasons, Plaintiffs prays for an accounting of all sums that
28 Defendant purports to have contributed to the Property.

1 **THIRD CAUSE OF ACTION**

2 (Unjust Enrichment)

3 (Against Defendant)

4 28. Plaintiff realleges and incorporates paragraphs 1 through 27 as though fully set
5 forth herein.

6 29. Plaintiff made various payments to allow Plaintiff and Defendant to maintain
7 ownership of the Property, including, but not limited to, mortgage payments, taxes, maintenance,
8 etc. Defendant did not contribute to these costs.

9 30. Defendant was unjustly enriched at Plaintiff's expense through her payment of
10 these costs, as Defendant has been able to maintain partial ownership of the Property and build
11 equity in the Property.

12 31. Defendant is required to make restitution to Plaintiff for his portion of the costs
13 Plaintiff bore to maintain their mutual ownership of the Property in an amount to be determined
14 at trial.

15 **FOURTH CAUSE OF ACTION**

16 (Declaratory Relief)

17 (Against Defendant)

18 32. Plaintiff realleges and incorporates by reference paragraphs 1 through 19
19 inclusive, as though fully set forth herein.

20 33. An actual and present controversy exists between Plaintiff and Defendant
21 concerning their respective rights and obligations related to the Property.

22 34. Plaintiff seeks a declaration that:

- 23 a. Defendant is obligated to pay 61% and Plaintiff 39% of all Property-
24 related expenses, including but not limited to those necessary to preserve
25 and maintain the Property, and including the \$4,200.46 monthly mortgage;
26 b. The Ownership Percentages already account for Defendant's down
27 payment and no additional credit or offset is owed;
28 c. Defendant must reimburse Plaintiff for amounts paid in excess of her 39%
29 share;

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d. All future Property expenses shall be paid proportionately in accordance with the Ownership Percentages.


35. Declaratory relief is necessary to resolve the parties' dispute and provide clarity regarding their respective rights and obligations concerning the Property going forward.

WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, as follows:

1. Declaratory relief as set forth above;
2. Reimbursement of all amounts paid in excess of Plaintiff's 39% share;
3. Prejudgment interest pursuant to Civil Code section 3287;
4. Post-judgment interest at the legal rate;
5. Costs of suit; and
6. Such other and further relief as the Court deems just and proper.

Dated: 1/9/2026

By: _____


Sara Alicia Vela,
Plaintiff, In Pro Per