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Case No. 53794-0-II

IN THE COURT OF APPEALS, DIVISION II  
OF THE STATE OF WASHINGTON

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Leonard C. Dewitt  
v.  
Kevin W. Hannan

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On Appeal from the Pierce County Superior Court  
Cause No. 18-3-02728-3  
The Honorable Shelly K. Speir, Judge

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APPELLANT'S REPLY BRIEF

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## I. INTRODUCTION

The errors of the lower court should be corrected. Forms of evidence which are not available do not trump the available evidence. Hannan has already admitted sufficiently to establish a minimum threshold within each of the five Connell factors. In addition to that the extensive interactions over almost two decades leave room for the inequities to be corrected, all having risen within the confines of the CIR which terminated upon Hannan's death<sup>1</sup>. Hannan has not produced discovery related to his claimed separate property acquired during pendency of the CIR.

The duration of the relationship was at sixteen years at the time of filing of the petition for dissolution. There is threshold pooling of resources, purpose, and intent as revealed by available evidence and admissions of Hannan. To the extent that continuous cohabitation has been disputed, "the record does not conclusively establish how long particular cohabitation with Mr. Haan lasted", Response Brief, P.4, l. 2. However, the record does conclusively establish that both Hannan and Dewitt had been together five years before they even met Haan and

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<sup>1</sup> The filing of an erroneous summary judgment does not terminate a committed intimate relationship. In this case the termination of the CIR was upon the death of Hannan.

DeWitt eventually lived with Hannan full time. Times apart were for the benefit of Kevin or when DeWitt was volunteering for work.

Hannan admits that the purpose of the relationship involved sexual intimacy, work around the household, as a “stay at home partner”.

Hannan admits that he was in a domestic relationship with Dewitt in which Dewitt stayed over night and eventually lived with him full time.

Hannan admits that the pooling of resources was in the nature of a “stay at home” where one person made the bread and the other person sustained the home with emotional support and such things as repairs, etc. Hannan shared his money with Dewitt as a spouse would share.

The intent of the relationship is seen more from the behavior of Hannan than from his scripted legal position which is neither linguistically correct<sup>2</sup> nor supported by science<sup>3</sup>. DeWitt was a stay at home spouse that did not have to work or finish school because Kevin took care of him. He was not able to finish school because of the emotional and physical support of being Kevin’s spouse. They had a satisfying relationship and not until domestic violence surfaced about the time that Kevin was associating with two brothers who were instrumental in his isolation in Morton where it appears he took his own life.

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<sup>2</sup> There is no such thing as sixteen years of one night stands.

<sup>3</sup> The scientific research reveals that sixteen years of one night stands is not likely in male male relationships and that three years is the average life span. A sixteen year relationship is phenomenal. CP 16-49

Kevin's spontaneous statements are different from his coached statements to the Court. While his legal position says one thing reality and the actual evidence suggest that Kevin was so taken with DeWitt that he attacked a friend as a jealous lover because he thought that they were getting together. In the end, his grief at the loss of his sixteen year relationship which supported him through his years at Boeing resulted in a love bird syndrome death of sorts.

## II. RESTATEMENT OF THE CASE

### **Factual Background**

In reviewing the Factual Background presented by the Estate, and "doing the math", it becomes clear that Mr. Hannan met Mr. DeWitt when he was more than twice his age. Mr. Hannan was 63 years old and Mr. DeWitt was 37 years old at the time the petition for dissolution was filed. Reply Brief Page 2, lines 3-5. They met in 2002. Reply Brief, Page 3, lines 1-2. This means that Mr. Hannan was more than twice as old as Mr. DeWitt when he began to have sex with him and treat him like his spouse. DeWitt was 21. Hannan was 47 years old. This ad hoc gay family was successful until the time when domestic violence became an issue at the same time Mr. Hannan became involved with a "new boyfriend". Passim.

The isolation that Bowers brothers achieved is consistent with the isolation/abuse cycle as abusers work to isolate their victims. CP72 The brother of the supposed new boyfriend engaged in questionable transactions with Mr. Haanan where he was the beneficiary of large sums of money. CP73 If Tyson was Kevin's new boyfriend why was Byrun's name on the life insurance? CP12 Tyson and Byrun took the Cadillac when Kevin was in Philadelphia. CP13 Haan had to file a mandatory report about the abuse the Bowers brothers were exacting on Kevin. CP10-11 Byrun got on Kevin's life insurance after only knowing him five months. CP10 Byrun hounded Kevin for pain pills. CP10

Outside of that there is no other evidence in the entire record of any other spouse within the entire record other than DeWitt. Haan denies characterization of relationship made by Hannan. CP14 There is also no evidence within the entire record that Kevin had anyone other than Leonard for the majority of his life and that even the last two brothers claiming some sort of relationship are now somehow connected to his suicide. Why did Byrun show up on Kevin's life insurance policy only months after meeting him when it was Byrun's brother who needed a house to be purchased so that he would be Kevin's new boyfriend? And why was there an attack on Haan by Kevin when he also brought a restraining order against Haan, which was denied and not on Leonard.

These actions of Kevin are perhaps the loudest statement of facts which speaks to the existence of the relationship and all the factors which fall within the Connell five. Any relationship, which until dissolved by the Court still exists or ended at Kevin's death. Mr. Hannan's "legal position" suggests that the parties never lived together, that their interactions did not rise to the level of a CIR, that Mr. DeWitt slept over at his house a few times, and the last 'one night stand' was in May 2018". Reply Brief Page 2, line 14. This is consistent with his other denials which are clearly untrue as seen from another vantage point.

It would be allowable for any partner to do something personal without violating the CIR. Leonard did volunteer work for MindFreedom. CP218 and time spent around Mr. Haan was related to work. The company serves as registered agent for Mr. DeWitt. Registered Agent Address CP. 277 Kevin claims that he only saw him a few times a year and there were often months, or periods of two or three years when I did not see him at all. CP148 Kevin also claims to have had all kinds of other relationships but there is no testimony or evidence of the same. CP132 The Tacoma Police reported that Mr. Hannan was not honest and was not telling them the truth. CP 53.

Police reports recognize that Dewitt lives at 2916 N. Lawrence St. and not 2106 S. 25<sup>th</sup> Street. CP 122 2106 S. 25<sup>th</sup> Street is registered agent

for Dewitt. CP123 In his recent declaration Kevin admits that he learned of the dissolution case when he received documents from Byron Bower which is consistent with the declaration filed by Wendy Dubin. CP124

They had an "old school" relationship where one party worked and the other party was more of a "stay at home support" although Kevin required Leonard to disappear at certain times. CP5 I have stayed over at my mother's house and friends' homes during periods when Kevin needed space. But we were continuous partners during that time and he was financially supportive throughout. CP 119 Kevin has admitted in early court documents that the parties were "spouses/domestic partners". CP120 Cohabitation with Kevin was for his benefit and initially very private. CP886-887.

There is only one alternative address which begun to occur five years after they met. The reason that the cohabitation with Kevin was the way it was had to do with Kevin's need to appear uninvolved in the type of sex he was so that he could get higher clearance with Boeing. The type of pooling of resources was "old school" where one party worked and the other stayed at home and handled household things. Kevin and Leonard met in 2002. They became intimate sexual partners. Leonard would stay with Kevin and then at times have to let him appear as if he was not involved in the type of sexual behavior he was. So Leonard would stay

with his mom or friends. He stayed with Mr. Haan who was his friend. The court recognized them as roommates. They did not have the extensive relationship that Leonard had with Kevin. Mr. Haan serves as the registered agent for Mr. Dewitt so his mail is received by Mr. Haan.

In hindsight we see that there was only one significant relationship in Hannan's life. It was with Dewitt. Relationship with Hannan was far more extensive than the friendship with Haan. CP127 There is nothing in the record to suggest otherwise. It is only suggested that Dewitt was not with Hannan during certain times to be with another person. The reason there were changes in cohabitation was for the benefit of Hannan who needed to appear a certain way to get his boeing clearance. Hiding the relationship was part of the benefit for Hannan.

They had an "old school" relationship where one party worked and the other party was more of a "stay at home support" CP5. DeWitt stayed over at his mother's house and friends' homes during periods when Kevin needed space. But we were continuous partners during that time and he was financially supportive throughout. CP 119 Kevin has admitted in early court documents that the parties were "spouses/domestic partners". CP120<sup>4</sup>

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<sup>44</sup> From the beginning where he was more than twice the age of his sexual partner, Kevin "groomed" the younger person to do the things that he liked to the sacrifice of the younger person's interests, i.e. finish school.

**Procedural background.**

Dewitt has filed for quantum meruit, tort, and other contingent claims which were not consolidated but which provide issues that need a resolution even if there were no CIR. See **Exhibit 1**.

Kevin claims that he was not served but then admits that he learned about it from the guy that was served. CP146 Kevin claims not to be served but obviously was or he would not have known about the proceedings. CP144.

Kevin denies from a legal standpoint but does not give information about the interactions of the relationship he just admits is sixteen years old. CP144 Although Kevin claimed never to have been served, in his recent declaration Kevin admits that he learned of the dissolution case when he received documents from Byron Bower which is consistent with the declaration filed by Wendy Dubin. CP124

The Court did not give both parties equal discovery. The Court did not give additional time due to the short calendar. The Court did an eviction outside of the Chapter 59 which resulted in destruction to property and the brandishing of guns which is completely over the top illegal and inappropriate.

DVPO was not fraudulent as he continues to claim. CP 93-97. He just denied getting served multiple times and the matter was essentially

reset for a new hearing. The DV is part of the personal injury that was caused by Mr. Hannan to Mr. DeWitt and carries its own equities as between a 47 year old man who takes a 21 year old as his spouse and then wants to be physically violent. The non-acknowledgment is a form of emotional abuse.

Prior to the action Hannan committed DV on Dewitt. There is no substantial resemblance other than the Court uses forms and the issues are specifically domestic violence. The Hannan DVPO was only set aside on alleged service issues. Eventually Hannan admitted that he found out about the dissolution in a manner consistent with the service that he had received.

The Court allowed the attorney for Dewitt to withdraw before he provided a single document which was requested. The Court sanctioned Dewitt even though the attorney had the document all the time and could easily have produced it. Apparently the attorney did not want the opposing counsel to know the financial disadvantage of his client. Social Security Letter CP190 The Court did not require Hannan to produce his discovery but sanctioned Dewitt without authority for something his attorney failed to do while still collecting attorney fees.

After the summary judgment a wrongful eviction was instituted which resulted in the destruction of all property within 2916 N. Lawrence.

Guns were used by civilians to threaten Dewitt out of the property. The home had been kept in good condition all through the sixteen years and only after other people took control of the house through unlawful means was the house damaged. At the time of the court ordered walk through the house was in excellent condition. Walkthrough. CP184 Further orders by the Court were denied against Dewitt.

The off balance of the Court in the discovery and exertion of control over the residence of Dewitt contrary to Chapter 59 was a total abuse of discretion which caused further unlawful and potentially lethal actions which are not acceptable.

Kevin disputes Dewitt's statement that he is not the personal owner of the residence and then produces a document which states that it is owned by a trust. CP134 Bowers suspicious communications to Hannan. CP80-90 Bowers and Owens on life insurance. CP89 Death threat to Dewitt. CP91 Transcript of proceedings. CP93-97 Police report. CP 106 Relationship was more than sexual. Served as a companion and person to listen to his gay issues. CP121 Since Kevin currently lives in Morton and I currently live in Tacoma, I request that we continue to living at our separate residences until trial. CP125

### III. ARGUMENT

- A. It is agreed that these matters are properly before the Court. There are issues which are lagging which were not joined and which are currently on a separate track in the Pierce County Superior Court.

Procedurally, the causes of action that were not joined are on a separate Superior Court track. See **Exhibit 1**. It is not understood why the principle of judicial economy would be abandoned and no consideration of that would be given at this time to the various resulting issues.

- B. The standard of review for this case should be the light most favorable to Dewitt as framed by Dewitt in review of a summary judgment granted to Hannan in error.

This is an appeal from the summary judgment granted to Hannan, in error. Therefore the standard of review should be the light most favorable to Dewitt. The admissions of Mr. Hannan should be given full weight and the inferences from his behavior should be interpreted accordingly<sup>5</sup>.

Upon review of all undisputed aspects of the relationship there is sufficient information to gather that a very long relationship existed between two sexual partners and that sixteen years is more than enough

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<sup>5</sup> The Court should reflect upon the environment in which Mr. Hannan lived where most of his life gay marriage was not acceptable let alone legal. The achievement which he made in the midst of this opposition should be recognized upon its own unique nature and not be required to look like most people's.

time for interactions occurred over a period of time for there to be equitable issues upon the dissolution of their relationship<sup>6</sup>.

The lack of evidence on Mr. Hannan's part also provides insight into this intention and the relationship as described below. There is no record of any other person more spousal than DeWitt. Hannan's actions show that he wanted to keep DeWitt for himself and that life without him was too much to bare.

Mr. Hannan's pattern of giving incomplete information and the difference between his "legal position" and his admissions and his behavior also provide insight into the spousal nature of the relationship such that it is reasonable to find that a CIR existed.

Mr. Hannan's denial of a CIR, as a "legal position" does nothing to resolve the underlying equitable issues that exist nor does Hannan's "legal position" garner any support from science, reality, or the unspoken actions of Mr. Hannan which support the existence of a spouse without whom he could no longer survive as more fully discussed below.

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<sup>6</sup> The relationship most closely resembled an old fashioned relationship where one partner worked and the other stayed home. Within that issues of quantum meruit, tort from domestic violence, destruction to property in an unlawful eviction, and all other issues which are within issues which the trial court did not consolidate.

C. The trial court's rulings which were outside of its authority or otherwise blatantly unfair were an abuse of discretion.

The trial court is limited by the action brought. Any and all actions of the trial court outside that parameter including the awarding of sanctions and fees should be reversed.

Trial court did not have eviction powers and all rulings about the property should be vacated. The fact that the trial court ignored the law caused a situation which became dangerous as an attorney then showed up brandishing a gun threatening Dewitt's life if he did not leave the property. This is not how an eviction is to proceed. There needs to be an unlawful detainer action filed and a writ of restitution enforced by a sheriff is the proper statutory procedure.

Trial court did not have the power to grant sanctions and fees that are not authorized by law.

The trial court was not fair when it did not require Hannan to produce his discovery. The trial court fined a person on disability income for a mistake that his withdrawing attorney made by not providing a single sheet of paper showing the income of Dewitt, i.e. social security benefits.

The trial court did not care about judicial economy, when it refused to join related causes of action and kept a CIR on the same trial track as a regular divorce when the issues are more complicated due to the fact that there is not a single marriage license in such cases.

- D. The record provides sufficient evidence and information, especially admission of the Respondent which cover each of the five Connell factors and which should provide the Court with enough insight to realize that there are equities which need to be addressed within this CIR.

The evidence that is not available does not trump the evidence that is. In this matter, Mr. Hannan's admissions are more than sufficient to warrant summary judgment for Mr. Dewitt with respect to the CIR itself. Due to the failure of Hannan to provide discovery, there still needs to be a showing by Hannan of any property which he claims is separate property and not subject to distribution. However, the duration of the relationship, the purpose of the relationship, the pattern of cohabitation, the particular pooling of resources, and the intent of the relationship are all made clear with the admissions of Mr. Hannan alone, but together with all the other evidence it is clear that a CIR existed and that within their interactions issues exist that require equitable resolution.

1. The admissions of Hannan together with the total lack of evidence that there was ever anyone more spousal in his life than Dewitt are sufficient evidence to show that a CIR existed as within the five Connell factors and that there are equitable issues presented in the nearly two decade long relationship.

Prior to being coached into a "legal position" Mr. Hannan admitted everything needed to find a CIR. He admitted that he had a significant

other. CP 187<sup>7</sup> Kevin has also admitted his relationship with Leonard Dewitt in a screening he had to do for his DUI. He stated that his “significant other” would probably not be too supportive of him with respect to his alcoholism to the STOP program. CP6

He admitted that him DeWitt were in a domestic relationship. Mr. Hannan also admitted to police that he would allow DeWitt use of the money as is typical of a spouse. CP210<sup>8</sup>, Kevin has also admitted to the police that he had a relationship with Leonard Dewitt and would allow him to use his cards. TPD Incident No. 1821101366.1, page 4. CP6

This had been going on for sixteen years and Mr. Hannan only tries to claim it is fraud after receiving dissolution papers. CP 204 Mr. Hannan exposes how he minimizes things. Kevin minimizes the damage that he did to the house. CP9. Mr. Hannan told medical professionals that he did not use drugs and then his attorney submits for the record a picture of him smoking meth. CP71 Kevin told the STOP people that he doesn't use drugs but his attorney filed a picture of him smoking meth. CP6 Kevin claims he and DeWitt have never been cohabitants but police reports show otherwise. CP195 Mr. Hannan shows his true feelings in an

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<sup>7</sup> See Sealed Personal Health Care Records from Superior Court Case No. 18-2-01612-1 relevant page attached where Kevin says that “patient indicates they believe ‘significant other’ may not have an ability to support or participate in the patient’s treatment.”

<sup>8</sup> Hannan tells police that he was in a domestic relationship with Dewitt and that he lets him have unsupervised use of bank cards.

attack on Mr. Haan who he believes is being intimate with his sixteen year partner, tries to deny it but neighbor sees it all. CP 213 Kevin lies and says the DVPO was fraudulently obtained when it was not. CP101

Kevin admits to making careful statements, ie so as to avoid any legal obligations. CP 103. Kevin continues to say fraudulent DVPO which is false. CP131 Kevin says and certainly not a CIR which would entitle Mr. Dewitt to half my estate. CP133. The Court in the DVPO case only decided that the petition needed to be reserved not that it was fraudulent. CP15. Kevin was served and pretended that he wasn't. CP9 Kevin failed to mention to the STOP people that he used drugs. CP9 Kevin only portrayed their relationship as one night stands after getting legal advice. CP7 Kevin's characterization of the relationship to the Court is strategically false and self-serving. CP6 Kevin tries to portray their relationship as sixteen years of one night stands only after Mr. Dewitt had to seek protection from the Courts. CP7 Kevin tries to recant information he gave to the police. CP7

2. There is **continuous cohabitation** over the sixteen years. Reasons for being apart were for the benefit of Kevin, his Boeing clearance, his level of self acceptance, his trips, the way he was, privacy, his benefit. Kevin does not provide alternative locations for Leonard other than a mutual friend who he attacked and tried to get out of the picture.

The cohabitation with Mr. Haan, their relationship in general, or the way it was perceived is not determinative of the equities between Mr. Hannan or Mr. DeWitt that exist. To the extent that there is a concession for a CIR at least beginning in 2016, there are equities which extend prior to that date. There has been no showing by Mr. Hannan that any of the Estate was separate property.

The record does not conclusively establish how long that particular cohabitation with Mr. Haan lasted. Reply Brief, Page 4, line 2. In the face of having no evidence whatsoever that there was anyone in Mr. Hannan's life who more closely approximated a spouse, Mr. Hannan attempts to place a relationship between Mr. DeWitt and Mr. Haan which they deny and whose acquaintance did not surpass the sixteen years between the parties. Even if they were friends and even if Mr. DeWitt had to stay elsewhere at times, that relationship does not distract from the CIR that existed between the parties.

Division I held that a meretricious relationship existed when one party was still legally married to another. *Foster v. Thilges*, 61 Wash.App. 880, 812 P.2d 523 (1991). Division I has held that a trial court may properly consider the length and purpose of the relationship in determining that a meretricious relationship existed, although the parties lived apart for

prolonged periods, *Warden v. Warden*, 36 Wash.App. 693, 698, 676 P.2d 1037 (1984).

Mr. Hannan's attempt to minimize the only spousal relationship he had in his life is characterized by a possibility that is neither linguistically correct or scientifically possible, i.e. that they had sixteen years of one night stands. Kevin and to help him get clearance at Boeing while still maintaining the spousal relationship that he had with Dewitt for sixteen years until domestic violence entered the picture. Ever since the first day that they slept over together through the final days before Dewitt had to take steps to end domestic violence there has been a continuous if not enduring relationship which survived for almost two decades. Mr. Hannan tries to deflect stating that DeWitt had a relationship with someone else but can not show that he ever had anyone other than DeWitt and even his supposed new boyfriend is not visible in any of the record other than a mention.

See Sealed Personal Health Care Records from Superior Court Case No. 18-2-01612-1 relevant page attached where Kevin says that "patient indicates they believe significant other may not have an ability to support or participate in the patient's treatment." CP187 Hannan tells police that he was in a domestic relationship with Dewitt. CP210 Kevin

claims they have never been cohabitants but police reports show otherwise. CP195

3. The duration of the relationship was phenomenal from a scientific perspective and further undercuts Hannan's legal position where he denies a CIR like he denied getting served with the DVPO action. Hannan's position is further weakened by his linguistically incorrect characterization of duration, i.e. sixteen years of one night stands.

The duration of the relationship is simple and there is no real material issue of fact as to the duration of the relationship. It started in 2002. **See brief of respondent.** Technically, the CIR is not dissolved until the Court dissolves it so it is currently active with a period of separation which started with a court order then after the separation a rather immediate death on the part of Mr. Hannan.

The duration of the relationship from a scientific perspective is phenomenal. There is no such thing as sixteen years of one night stands. According to research the sixteen year relationship is phenomenal. This couple definitely outlived the average length of a male male relationship per the research.

The duration of the relationship from the perspective of the Connel five is a duration which gives plenty of time for a CIR to form and exist and plenty of time within which two persons so closely related could

develop equitable issues that need resolution upon dissolution of their relationship.

4. The purpose of the relationship as admitted by Hannan could easily give rise to equitable issues over a course of sixteen years.

Mr. Hannan admits to having sex with a person who was less than half his age and giving him full spousal privileges. This lasted for nearly two decades. Along with other denials, such as denying that he was served with documents he knew about and later admitted learned about them in the same manner as the process server that served him, Mr. Hannan denies something he just earlier admitted to. He admits to having him do work and there issues of quantum meruit raised in a separate action which was not joined. The claims that the DVPO was fraud but the court only made a determination to have a new hearing rather than take the default for his failure to respond to the pleadings. Again in denial. Then he destroys all the property of Mr. DeWitt without a proper eviction and has people threatening his life and pulling guns. Even if the Court does not recognize any support given to Mr. Hanna during his successful rise in the Boeing Company which in comparison after it was removed from his life he dies within months as significant. The unpaid work done, the personal injuries caused and all the other issues which require an equitable resolution are more than reasonably a result of the underlying relationship

which meets the criteria for being considered a CIR. Again there is no evidence that Hannan had anyone other than Dewitt in the spousal type relationship where he was the breadwinner and the other party was a stay at home support that catered to his needs. In any event the relationship incorporated the most intimate possible of sexual relationships where Hannan preferred BDSM.

5. Hannan admits to a form of pooling of resources which is common in stay at home partnerships where one person is the breadwinner and the other is the homemaker. Even within these admissions there are equitable issues which developed over the sixteen year relationship.

Mr. Hannan admits to police the most basic of pooling of resources which is consistent with the "stay at home" model that was represented by the relationship between the parties. He admitted that Mr. DeWitt was given reign of the house and financial cards. Dewitt had to do many things almost to the caregiver level with Kevin only recently being able to enroll in school because of the time consuming nature of being supportive of Kevin. CP126, CP128 The police report Kevin submitted indicates that Kevin said he was in a "domestic relationship" with Dewitt. CP11 Until then Dewitt was given full spousal privileges with the resources their joint efforts supported together with expected to handle numerous issues that could arise. CP11 Kevin met Leonard when Leonard was 21 years old. CP5 By the time Haan met the parties they had already been

together for several years. CP5 Getting support for a same gender relationship is difficult. CP8 Always lived with Kevin rent free. CP128 The relationship with Kevin began when Dewitt was 21 years old. CP126

6. The underlying intent of the relationship is best seen by the actions of the parties. There are plenty of instances of behavior by Mr. Hannan which reveal the true intent and meaning of his relationship with Mr. Dewitt.

Behaviors and factors are the speakers of intent. Only one person denies the true nature of the relationship, Mr. Hannan. But Kevin said since day one that Dewitt was the only one and they had an exclusive relationship. CP128 Kevin's life is completely lacking of any other person other than Dewitt in such a long term sexual relationship. CP8 Kevin pursued Dewitt when he was 21. CP124 Dewitt was Kevin's gay family for years. CP69 Kevin acknowledged his enduring relationship with a mutual friend. CP7 Kevin supported Dewitt for years and only after Dewitt filed with the Courts have the accusations of fraud been made. CP12 All the allegations of fraud came into being after the Bowers brothers surfaced, and after the dissolution was filed. CP9

Prior to any legal proceedings, Kevin characterized Haan as DeWitt's attorney not as in a relationship with him. CP13 Then Kevin attacked Haan in a jealous lover state because he thought the relationship with Dewitt was more than it was, just friends. CP13 Kevin's attempted

anti-harassment order against Haan was denied in Court. CP11, CP 77  
Kevin attacked Haan thinking that he was getting with his sexual partner.  
CP9 Kevin denies attack but neighbor sees it all. CP 213

The “mutual intent of assuming shared rights” is akin to stay at home and the evidence of intent is more further described below. There is no other person in Hannan’s life remotely spousal and even the fact that he died shortly after their separation suggests that the relationship was far more meaningful to Hannan than his “legal position” would allow. Even his supposed new boyfriend made no statements on behalf of Hannan nor did the new boyfriend’s brother who was listed on Hannan’s life insurance only months after knowing him. Hannan had been blessed with the perfect relationship for him and it kept him happy and alive for sixteen years. It is very significant that only a short time after the separation he died.

The fact that Kevin admits to the sixteen years and that his people don’t know him also proves that Kevin is not telling the truth when he claims their relationship was limited and DeWitt occasionally was invited to these social gatherings. Then why don’t their declarations reflect this. Why is there no other spouse. Why is the new boyfriend and his brother not providing supportive declarations. Kevin’s story doesn’t add up.

7. Taking the evidence as a whole there is sufficient grounds on each factor for the Court to realize that there is something to deal with as the relationship ends, now with the death of Hannan.

Articles about gay partnerships show that Hannan's legal position of sixteen years of one night stands is not scientifically supported.

CP16-49. Hannan's attack on Haan shows Hannan wanted DeWitt all to himself. CP59-60. Hannan's death and the love bird syndrome show his attachment to DeWitt was more than he let on. Kevin claims that he was not served but then admits that he learned about it from the guy that was served. CP146. Kevin claims not to be served but obviously was or he would not have known about the proceedings. CP144. Kevin denies from a legal standpoint but does not give information about the interactions of the relationship he just admits is sixteen years old. CP144

8. All property obtained during the course of the relationship is to be reviewed unless it is separate property. Because of the refusal of Hannan to comply with discovery there is other information missing which relates to property subject to distribution.

Due to the trial court's unfairness, Mr. Hannan was not required to provide his discovery and otherwise failed to disclose any property which he felt would be separate property during the time that the parties were in a CIR which means anywhere from 2002 until his death. It is not sufficient for Mr. Hannan to claim that there was no community property

when he was employed and working at Boeing for the majority of the parties relationship and during this period Mr. Hannan received all the spousal support of the person who he selected almost two decades ago.

Were Mr. Hannan's promises to his young partner to be believed or was he just manipulating him to make sacrifices in his life that would not later be honored?

9. There is sufficient information to grant summary judgment to Dewitt related to the CIR aspect of their interactions.

Every one of the Connel five have admissions which support the finding of a CIR between the parties. Due to the lack of information on the fortune which Mr. Hannan accumulated during his working years and beyond, there is no basis to determine that any of the property was separate property.

- E. The unlaw eviction is not contrary to the CIR and the Court can not sidestep Chapter 59 of the RCWs in dealing with the issue of Dewitt being a resident of 2916 N. Lawrence. St.

The court was limited by the cause of action brought and it does not provide authority for the Court to evict a person without the proper unlawful detainer action being brought. The Court only obtains jurisdiction when it determines that a CIR exists.

- F. Hannan's death does affect the proper outcome of the appeal as it is information related to the true nature of the relationship which does not reflect in the strategic "legal position" which Hannan began to profess after receiving "legal advice".

Mr. Hannan's death is his final admission. From a life which was spent for the most part in an environment where gay marriage was not accepted or legal, in his death he reveals that the significance of the relationship was far more than his "legal position" suggested. The intention of Mr. DeWitt being his only person in his life is corroborated by the fact that there is no other person in his life. The manner that he attacked Mr. Haan suggests that Mr. Hannan's intention was to keep Mr. DeWitt all for himself. His intention of finding a life partner that he could live with in a comfortable way was a dream come true and when it ended he only lived a few short months after that. This final action echoes with the fact that there was no other person in all of his life that was more of a spouse to this man who lived the majority of his life with gay marriage being unacceptable.

Many people knew about the relationship between Mr. Dewitt and Mr. Hannan. Mr. Hannan even admits it in communications to his medical provider and to the police and only later begins to recite a very strategic position which obviously not the truth. He claims that he was never served but then states that he learned of the dissolution exactly in

the manner that the certificate of service specifies. He minimizes the extent of damage that he did to the house that Dewitt had to fix as part of the deal with Kevin.

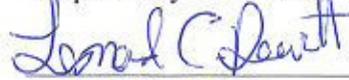
Ultimately the question is whether or not the interaction with these two individuals gave rise to equities which must now be addressed. The duration of the relationship was in excess of sixteen years given that the Court must terminate certain relationships. There is no other person that was from the current record closer or more proximately a spouse to Hannan than Dewitt. The effort that was extended to sustain the relationship for sixteen years is a testament itself.

#### **IV. CONCLUSION**

WHEREFORE, since there was no other spouse in Mr. Hannan's entire life other than Mr. DeWitt, and since apparently Mr. DeWitt was the person that supported and fulfilled Mr. Hannan for almost two decades until Mr. Hannan's death, there is ample admissions from Mr. Hannan which celebrate this part of his life and which otherwise give rise to inequities which the Court must rectify, the matter should be remanded to the Trial Court for further proceedings related to any separate property that may be involved.

Dated this 5<sup>th</sup> day of June, 2020.

Respectfully submitted,



Leonard C. DeWitt

### CERTIFICATE OF SERVICE

Appellant certifies that a true copy of the foregoing brief was served on counsel immediately after filing the same.

  
Leonard C. DeWitt



FILED  
IN COUNTY CLERK'S OFFICE

MAR 23 2020

PIERCE COUNTY, WASHINGTON  
KEVIN STOCK, County Clerk  
BY [Signature] DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF PIERCE

LEONARD C. DEWITT,  
Plaintiff,

v.

KAREN OWENS as Representative of the  
ESTATE OF KEVIN W. HANNAN,  
Defendant.

NO. 20 2 05677 0

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, Leonard C. DeWitt and for his Complaint states as follows:

1. The parties resided in Pierce County until Kevin passed away in January 2020. His sister Karen Owens was appointed personal representative of his estate. The proceedings are within the Pierce County Superior Court Case No. 20-4-00112-3.
2. The actions of the Defendant occurred in Tacoma, Washington.
3. This Court has jurisdiction over the matter.

**Count One: Quantum Meruit**

I have done a lot of work for Kevin over the years for which he has refused to compensate me. Efforts to settle matters while he was alive were made. At this time he still owes me money for work done.

**Count Two: Domestic Violence**

Kevin has caused me injury due to his domestic violence towards me. Most markedly is how he has interfered with my education and most recently making me stress out with his violence and threats to the degree of interfering with my going to school, again. During the final years of his life there were multiple episodes of violence towards me which caused injury.

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3/25/2020

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3/25/2020

**Count Three: Slander**

While Kevin's attorney entered into evidence him smoking a meth pipe, he continually made false and malicious statements against me which were damaging. This also affected my relationship with my attorney whose firm had a close relationship with his firm. This pattern began about the time he began associating with the Bowers brothers who later lured him to Morton where his hand was forced and he took his life.

**Count Four: Wrongful Eviction Damage to Property**

In July 2019, Kevin locked me out of the house without the required Writ of Restitution and then destroyed all of my possessions. He did not follow the statutory requirements of Chapter 59 while exacting this unlawful eviction which destroyed all of my property.

**Count Five: Extortion**

Kevin caused me to do things sexually that I would not have done but for the promises he made me that I was his sexual partner and he would take care of me throughout my life. He then later claimed that we were not partners claimed we had a "one night stand" continuously for sixteen years, and got involved with the Byron brothers which quickly led to his death.

WHEREFORE, Plaintiff respectfully requests the following relief from Defendant:

1. For an amount in damages to be proven at trial for the personal injuries.
2. For prejudgment interest.
3. For an award of reasonable attorney's fees and costs under allowable statute.
4. For any other relief that the Court deems just and proper.

DATED this 1<sup>st</sup> day of March, 2020.

  
Leonard C. DeWitt  
2106 S. 25<sup>TH</sup> Street  
Tacoma, WA 98405

C181

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3/25/2020



FILED IN OPEN COURT  
EX PARTE DEPT

MAR 23 2020

PIERCE COUNTY Clerk  
By [Signature]  
DEPUTY

Superior Court of Washington For Pierce County	
<u>Leonard C. Dewitt</u> Petitioner,	
<u>Karen Owens vs. PR          Estate of Kevin W. Haman</u> Respondent.	

No. 20 2 05677 0

Order Re Waiver of Filing Fees and Surcharges - Harassment

Granted (ORPRFP)

Denied (ORDYMT)

Clerk's Action Required 3.1

### I. Basis

The court received the motion to waive filing fees and surcharges filed by or on behalf of the petitioner.

### II. Findings

The Court reviewed the motion and supporting declaration(s). Based on the declaration(s) and any relevant records and files, the Court finds:

- 2.1  The petitioner is indigent based on the following: He or she:
- is represented by a qualified legal aid provider that screened and found the applicant eligible for free civil legal aid services; and/or
  - receives benefits from one or more needs-based, means-tested assistance programs; and/or
  - has household income at or below 125% of the federal poverty guideline; and/or
  - has household income above 125% of the federal poverty guideline but cannot meet basic household living expenses and pay the fees and/or surcharges; and/or
  - other: \_\_\_\_\_

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3/25/2020

- 2.2  The petitioner is seeking protection from a person who:
  - has stalked them as that term is defined in RCW 9A.46.110;
  - engaged in conduct that would constitute a sex offense as defined in RCW 9A.44.130; or
  - is a family or household member as defined in RCW 26.50.010(2) who has engaged in conduct that would constitute domestic violence as defined in RCW 26.50.010(1).

2.3  Other: \_\_\_\_\_

FILED IN OPEN COURT  
EX PARTE DEPT

**III. Order**

**MAR 23 2020**

Based on the findings the court orders:

PIERCE COUNTY, Clerk  
By W  
DEPUTY

- 3.1  The motion is granted, and
  - all filing fees and surcharges the payment of which is a condition precedent to the petitioner's ability to secure access to judicial relief are waived.
  - Law Enforcement shall serve all papers in this action without charging a fee for service to the petitioner.
  - other: \_\_\_\_\_

3.2  The motion is denied.

3.3 If there is a material change in financial circumstances, the ruling can be revisited by the court or the petitioner.

If the motion was granted and the court, upon review, later finds that either the petitioner or another responsible party to this proceeding has sufficient resources to pay the waived filing fees or surcharges, the Court may modify this order and require the petitioner or another party to pay the filing fees and/or surcharges that have been waived by this order.

Dated: 3/3/2020

Barbara McInville  
Judge/Commissioner  
**BARBARA MCINVALLE**  
**COURT COMMISSIONER**

Presented by:  
Leonard C Dewitt  
Signature of Petitioner or Lawyer/WSBA No.  
Leonard C Dewitt 3/3/2020  
Print or Type Name Date



FILED  
IN COUNTY CLERK'S OFFICE

OCT 16 2019

PIERCE COUNTY, WASHINGTON  
KEVIN STOCK, County Clerk  
BY [Signature] DEPUTY

**Superior Court of Washington, County of Pierce**

In re:	
Petitioner/s <i>(person/s who started this case)</i> :	No. <u>18-3-02728-3</u>
<u>Leonard Carpenter Dewitt</u>	Declaration of
	<i>(name)</i> : <u>Scott Liles</u>
And Respondent/s <i>(other party/parties)</i> :	(DCLR)
<u>Kevin William Hannan</u>	

**Declaration of *(name)*: Scott Liles**

1. I am *(age)*: 52 years old and I am the *(check one)*:  Petitioner  Respondent  
 Other *(relationship to the people in this case)*: Resident of 2916 N Lawrence St.

2. I declare: That I became a resident of 2916 N. Lawrence St. sometime before July 22, 2019 via Stephanie Rose who had special connections with Mr. Hannan. She indicated that she had spoken to him personally on the phone and was one of his witnesses and she gave me a key. At some point after July 22, 2019 the locks were changed and all of my belongings were thrown outside the house in black garbage bags. I went through the garbage bags to find my things. I noticed that other people's things were there too and the house was essentially cleaned out of everyone's stuff. Oddly, Mr. Hannan's stuff was also thrown out.

I continued to stay in the house and the police recognized my residency there. At some point Stephen, one of Kevin's agents, came to the house with a gun and threatened Lenny's life and Mr. Haan's life. He did a room to room closet to closet search looking for Mr. Dewitt who he specifically threatened to kill as a "home invader". It was disturbing to me the manner that

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10/18/2018

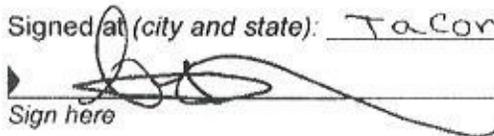
Stephen loaded his gun and brandished it around while saying this. It felt threatening and I did not feel safe anymore. Mr. Dewitt had not been there since July. He only came by a few times to check on things and to witness how everyone's things had been thrown out in black garbage bags. Additionally, prior to threatening everyone with a gun, Stephen had signed agreements indicating that Kevin's trust would pay a certain amount to help people relocate but breached that agreement leaving me homeless. I believe that their actions in the way that they threatened my life and lied about an agreement to make me leave was unlawful. They destroyed a lot of my property.

Some of the items were clearly Kevin's. I ran into some important FBI documents which talked about Kevin's clearance at Boeing. It required that his sexuality be controlled so that he would not be a subject to manipulation in giving out secret information. He was required to report to the FBI if his behavior should manifest. His computers were also in the black garbage bags. Kevin's collection of illegal porn was also thrown out in the black garbage bags.

Lenny had preserved the house while he was in charge of it. But immediately after he was locked out things began to happen. It was at this time that the hot tub that had sat there for over a year had vanished. The big TV and other things. I believe it was Kevin's new boyfriend. Additionally, Stephanie had the resources to move such large items. Lenny does not.

*(Number any pages you attach to this Declaration. Page limits may apply.)*

I declare under penalty of perjury under the laws of the state of Washington that the facts I have provided on this form (and any attachments) are true.  I have attached (number): \_\_\_ pages.

Signed (at (city and state): Tacoma WA Date: 10-16-18  
 SCOTT Liles  
 Sign here Print name

**Warning!** Documents filed with the court are available for anyone to see unless they are sealed. Financial, medical, and confidential reports, as described in General Rule 22, **must** be sealed so they can only be seen by the court, the other party, and the lawyers in your case. Seal those documents by filing them separately, using a Sealed cover sheet (form FL All Family 011, 012, or 013). You may ask for an order to seal other documents

# LEONARD DEWITT - FILING PRO SE

June 08, 2020 - 9:47 AM

## Transmittal Information

**Filed with Court:** Court of Appeals Division II  
**Appellate Court Case Number:** 53794-0  
**Appellate Court Case Title:** Leonard Carpenter Dewitt, Appellant v. Kevin William Hannan, Respondent  
**Superior Court Case Number:** 18-3-02728-3

### The following documents have been uploaded:

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- david@davidcorbettlaw.com
- davidcorbettlaw@gmail.com
- leostar5678@gmail.com

### Comments:

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Sender Name: Leonard Dewitt - Email: michaelhaan@msn.com  
Address:  
2106 South 25th Street  
Tacoma, WA, 98405  
Phone: (253) 307-1102

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