

FILED

JUN - 8 2020

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By _____

No. 36912-9-III

COURT OF APPEALS, DIVISION III
OF THE STATE OF WASHINGTON

Mary Jane Eaton, Respondent,

v.

Tracy Dean Eaton, Appellant,

BRIEF OF RESPONDENT

TABLE OF CONTENTS

A. Assignment of Error	1
Issues Pertaining to Assignments of Error	2
B. Statement of the Case	3
C. Conclusion	5

A. ASSIGNMENT OF ERROR

Assignment of Error

- 1.
2. Mr. Eaton had opportunity to respond. He did not show up for any court dates and had his council represent him.
3. The Superior Court found sufficient revision to permit the restraining order.
4. The Superior Court did not err on the revision of the restraining order.
5. The Superior Court found substantial evidence for the restraining order. Mr. Eaton threatened Ken Taylor when he was served with divorce papers.
6. **No fees should be awarded to the respondent. It was the decision of the commissioner to maintain the restraining order.**

Issues pertaining to Assignments of Error

1. No
2. No
3. Yes
4. No, they did not err
5. False
6. No, false

B. STATEMENT OF THE CASE

On February 27, 2019, Mr. Eaton approached me stating he wanted a divorce. Prior to this date, Mr. Eaton was fired from his job at Veolia because he had accused his boss of threatening him with a knife. His boss was put in handcuffs by Hanford police and Mr. Eaton was sent home. Mr. Eaton was later called and asked to take a drug test. Upon testing, it was found out that Mr. Eaton had used fake urine that he had purchased on the internet, and he was fired.

Mr. Eaton emotionally, financially, verbally, and mentally abused my children and I for our entire 28-year marriage.

On February 27, 2019, Mr. Eaton was leaving for California to go to a job interview. He had been gone from the home for hours that day, and I was under the impression that he had already left for California. The deadbolt on the front door was locked, as usual, when Mr. Eaton returned to the house. Mr. Eaton's music room containing his belongings was unlocked so he could retrieve his suitcase and other personal items. However, Mr. Eaton chose to break the window of the garage door and gain access that way instead. He took those items and asked for a few other things, which I placed outside of the front door for him.

Mr. Eaton perjured himself when he stated that the garage window had been broken two years prior, in August of 2017 when the Volkswagen was placed in the garage. There were multiple witnesses present that day August 2017 that the window was not broken at that time.

I was under the impression that Mr. Eaton was going to return to the home after his job interview in California, but he never did. I received an offer via E-mail March 4, 2019, from Mr. Eaton about how he wanted the divorce proceedings to occur. I did not respond to this first E-mail. I then received another E-mail within minutes from Mr. Eaton stating that he would turn off our internet connection and other utilities in hourly increments if I did not respond by a specific time. I found this to be very threatening.

I then believed it to be necessary to retain an attorney, Kari Hayles-Davenport. I followed instruction from my attorney to obtain the restraining order.

When Mr. Eaton was served with the divorce papers, he threatened Ken Taylor, threw the papers on the ground and walked over them.

Mr. Eaton then took all of the money out of our joint bank account, leaving me penniless and jobless. I had no job outside of the home because Mr. Eaton had not wanted me to work. I was left with all of the financial responsibilities, as Mr. Eaton stopped paying all of the bills. Mr. Eaton pulled out his 401K in February 2019, and claims to have paid community bills with that money. To my knowledge, he did not. I needed to apply for food stamps, state insurance, and was issued a free cell phone from Work Source, due to Mr. Eaton shutting off my cell phone. I donated plasma to feed our pets. I sold some household items to pay utility bills. Mr. Eaton took me to court for this, he never showed up to a court date during our divorce and was represented by his council.

My brother in law loaned me money to pay the mortgage payments that where past due. The mortgage is in Mr. Eaton's name only. I was unable to find out any information on this loan but, able to make payments. Mr. Eaton has since signed a quitclaim deed leaving me responsible for the home. I am in the process of trying to refinance the home. The home is in horrible condition needing lots of work. That is why Mr. Eaton was eager to leave this home to me.

C. CONCLUSION

The Superior Court made its ruling on the facts before them. There was no err made in their findings.

I have no issues. I applied and received a protection order in good faith at the recommendation of my council, Kari Hayles-Davenport. The protection order is no longer in place, and Mr. Eaton was able to obtain employment at Permafix. I do not feel that I should be responsible for Mr. Eaton's attorney fees due to the fact it was the commissioner's decision.

June 4, 2020

Respectfully submitted,

Mary Jane Eaton

Mary Jane Eaton 6-4-2020