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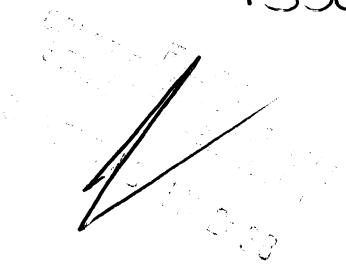

IN THE COURT OF APPEALS

OF THE STATE OF WASHINGTON--DIVISION I

NO. 73367-2-I

MASHAWNA AUSLER, APPELANT

v.

FOSTER JONES, RESPONDENT

REPLY BRIEF OF APPELLANT

Pro Se

Mashawna Ausler

8606- 45th Ave South

Seattle,
WA 98118

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I. ***SUMMARY OF ARGUMENT***

Respondent Jones argued in his Response Brief that there was not an error claimed regarding decisions of the trial court, issues were raised for the first time on appeal, that the trial judge only showed her bias after the trial began, that he did not provide the best evidence at trial regarding an appraisal of the property, the court did not err in denying the continuance of trial and the court did not err when it threw Appellant Ausler out of the house on only 5 days' notice to move. The short answers to all these are: the court decisions were definitely assigned error and discussed throughout the Appellant's Brief; bias that comes during a two hour trial and entry of final documents is timely objected to on appeal because otherwise, no bias could ever be reviewed unless brought up before the first substantive decision in a case; all major issues were raised below before or during trial or in Appellant Ausler's reconsideration motions in CPs 130 – 245; Yes, Respondent Jones failed to provide an appraisal as ordered by the judge and the judge should have definitely continued the trial and not just used the real estate agent's market analysis, which was contrary to statute and filled with errors and omissions; the court should have definitely allowed a continuance so that there would be a fair division of assets and liabilities and to allow me to bring my new attorney to the trial; and, of course, being evicted from the family home within only

five days of the court's trial decision was absolutely an abuse of judge authority and confirmed her great bias.

II. ARGUMENT

The Trial Court's fundamental error, and Respondent's in his Response Brief is that they both think that the case was a Quiet Title Action to determine who had superiority of title right and who had to have their interest extinguished from title. This is error. Quiet Title Action (RCW 7.28) does not apply here. The case should be have been as Respondent originally filed it – a dissolution of committed relationship case with equitable division of all joint and separate assets, as in a divorce. (CP 1)

This topic was briefed in detail regarding the law and facts in Appellant's Brief starting at page 16. Respondent argues that the parties agreed that this was a quiet title action. Rsp. BR. at 12. That is absolutely untrue. The court ruled at a separate hearing 5 months before trial that the court was converting the respondent, Mr. Jones's filed committed relationship case (CP 1) to a Quiet Title Action. The Judge at the 10/22/14 hearing five months before the 4/9/15 ruled in the first minute of the hearing without any argument that "this kinda is a hybrid case. And it doesn't look like it's

a family law case. It kind of looks like it's a quiet title case." VR 10/22/14 at 2 L15. Then she ruled: "Well, it has to be refiled as a quiet title... and then it has a different Case schedule then a family law matter... They're both on the deed equally from what I can tell." Id at 3 L11-24. When his attorney asked about the new case schedule, the court stated: Refile it; you'll get a new case schedule and you'll see that quiet title... actions... they have a whole different case schedule." Id. at 7 L13.

Respondent argues that the role of trial court was to determine who had superior title. This is absolutely untrue. There was no question regarding superiority of title. The court ruled at the outset of trial VR 4/9/15 First pages, and respondent agreed (Rsp. BR. At 13 and footnote 3) that both parties were on title as joint tenants from the very beginning without change. The trial court made the unchallenged Findings at 2.1 that (CP 70-74) parties have the following real or personal jointly owned property: House at 7414 S. 114th St, Seattle, WA 98178. Rsp. BR. At 13 and footnote 3. The originating statutory warranty deed has them both on the title from the beginning. Appellant's title was not superior to Respondent's title and vice versa. Quiet Title Action does not apply because in that action the court looks at the claims to title and allows to prevail only the superior claim, as respondent correctly argues. Rsp. BR. At 12. RCW 7.28.120 states: "The plaintiff in such action shall set forth

in his or her complaint the nature of his or her estate, claim, or title to the property, and the defendant may set up a legal or equitable defense to plaintiff's claims ***and the superior title, whether legal or equitable, shall prevail."*** There is no superior claim here and no title to quiet against clouding claims, as in the statutory Quiet Title Actions for adverse possession (RCW 7.28.070-100) and tenants (RCW 7.28.250). Respondent wanted it to be a quiet title action, so the judge would take the error position that she only had to look at the math of who put what money in to it and NOT the equities of the parties and could, as the judge stated for short hand, "take the romance" out of the equation ---i.e no examination of committed relationship and equitable division of all and separate assets. "Get the romance out of it, sorry to say, get the meretricious relationship characterization out of it, and let's just call this is a quiet title action and then I can -- I can do the math very easily." Id at 8 L16. Mr. Jones's attorney agreed: "Okay. And then we'll just make a financial decision." The court: "I am gonna convert this to a quiet title action. And what that means is, you two are like business people who own the same piece of property, you both are on the Statutory Warranty Deed. It has nothing to do with whether you were boyfriend or girlfriend, whether there was romance and it was on and off; it has nothing to do with that. You were business owners. You both are on the Statutory Warranty Deed. And when

you quiet title, what you're asking the Court to do is to divide the property." Id. at 9 L12.

Converting the case to Quiet Title Action certainly would have been easier and certainly much more favorable to respondent and the prospect of his holding on to all of the other rental homes I managed for years and years, as found by the court. Mr. Jones testified I was supposed to manage both the house and rental. VR 4/9/15 at 34 L15. Converting to Quiet Title is error. Quiet Title Action does not apply to joint tenants on original title because there is no dispute about title.

Respondent argues that there are not four unities of title here because, he implies, only one party is liable on the mortgage lien. Rsp. BR. At 13. This is absolutely false here. First, respondent, IMPORTANTLY, never provides any proof that he is the sole borrower and therefore no proof of missing unities. Of course, I am on the mortgage from when we purchased it because I am a "co-borrower" on the purchase recorded deed of trust secured against the property, executed by both of us. This is in several documents CPs (CPs 130 -245), but easiest location on appeal is COA filed 7/6/15 Appellant's Supplement for Motion for Stay. We are both co- borrowers. We are not just surety/ guarantor, but liable for all payments whatsoever and subject to foreclosure. Note: he

never denies this in his Response Brief. No lender makes one sign a Deed of Trust securing property and calls one a co-borrower without promise to pay document. There is no allegation of refinance or loan modification document existing to change my debt on the house.

Foster Jones lied to court: he testified that he was the only one on the loan, VR 4/9/15 at 16 L23. He claimed Tr. Ex. 1 supported this. Not true. Tr. Ex. 1 does not prove I am not on the loan. This only shows Seterus (loan servicer) sent his attorney only 6 pages out of 171 of some sort of accounting (fax only 9 pages long) and Foster Jones' name only appears once therein on page 3, and since his attorney requested it for him it is natural that his name appears on it, but the document nowhere affirmatively states or proves that I am not the co-borrower. Tr. Ex. 14, the Deed of Trust proves he lied. He also testified I was on notice of my debt on the loan due by being on title. VR 4/9/15 at 16 L13. – he says he put me on title to give "her notification to make mortgage payments", VR 4.9.15 at L23. Foster Jones' red herring Response Brief argument that I claimed I owned the entire house outright in my name only and therefore there was a need for Quiet Title Action to resolve title, is absolutely false. I never took this position of outright or superior title. I have always said we are both on the title, but that I should keep the house and he our two rentals as fair division. "Mr Jones stated that "the loan is in his name only,

but my name is on the deed" Declaration for reconsideration CP 91-92.Motion for order vacating quiet title judgment CP 193-210 at 2: "Mr Jones and I signed the deed for the house at the same time. We have always been joint tenants.... Mr Jones and I bought the house together" And then I cited RCW 64.28.010 Joint Tenants see also CP 116-132. Motion to vacate dated 4/24/15 CP 133-134 My sixteen year old daughter and I have nowhere else to go putting us out of our home would further us into poverty. I owned that home equally...no one ever asked Mr. Jones if produced the Deed of Trust but they took him at his word. He committed perjury.

The court erred at trial and on reconsideration taking away the house, but leaving me on the mortgage.

The court erred and made no findings, conclusions, or decision about the mortgage and MOST IMPORTANTLY, the court erred and did not require respondent to get appellant off of the mortgage so that I would not be subject to his bad credit affecting mine due to risk of late or missing payments, foreclosure, etc. Also if I were off the mortgage, my credit could be available for a loan of my own, this $322K debt precludes me from getting another mortgage of my own. Of course, this is error because this must be dealt with a court awarding a mortgaged property. The court

also erred in completely ignoring the couple's jointly owned and joint debt time share in Las Vegas, Tahiti Village in collection past due $2,660.56 3/25/15 right before trial. Mr. Jones failed to disclose this to the court and it must be divided.

Grounds for Committed Relationship Case

This case should have been dissolution of committed relationship. This topic was briefed in detail regarding the law and facts in Appellant's Brief at page 5. While I, appellant, pro se, was clearly opposed to being labeled in a "meretricious" relationship, I clearly always argued that I should be awarded the house and he awarded the 2 rental properties as fair division of assets given our 12 years together (2002 – 2014) living as a family with only minor breaks and taking care of everything regarding those properties except for Mr. Jones making the final decisions on who can rent. The court erred in ruling in October 2014 without allowing any argument at the hearing by myself that the judge has already made up her mind and would only consider a Quiet Title Action here and no other claims whatsoever between the parties. VR 10/22/14 at 9 L12. The judge repeated this at the beginning of the trial, and said that she was only going to rule on the Quiet Title Action and no other money or other issues between the parties but erred in adding new issues such as protection

order, credits for his tenant damages and his tenant related attorney fees, etc. (VR 4/9/15 at 4-5 and 14 L1-4)

Of course, the court erred and this should have been a committed relationship case applying equitable principles in dividing the assets and liabilities of the parties fairly and equitably just as in a case of a husband and wife on title and mortgage for the family home with 2 rental properties wife manages. No one would ever think of "cramming down" a Quiet Title Action upon the parties even if the man asks for it and a pro se wife thought that was the law and that she had to comply with what the court ordered. I already briefed why committed relationship applies here, in my opening Appeals Brief and cases and law therein and respondent did not refute any of the law supporting that this is a legal and fact issue for the judge and she refused to take evidence on it (VR 4/9/15 at 4 L19-21 and 6 L10-15). Nevertheless, I testified at trial about our committed long term relationship of 12 years and on trial reconsideration e.g. see VR 4/9/15 65 L 20 also 66 L7 (we were going to get married, that is why we bought the house).

In Respondent's Brief he tries to slander me with this court by saying I spent 5 days in jail awaiting arraignment on a charge of domestic violence, when he knows full well that the prosecutor dismissed the case and he

personally asked that the restraining order be dropped. He tries to argue that we didn't have a committed relationship over all these years, but his implications are hollow and he himself filed the Petition for Dissolution of Committed Relationship (CP 1) and it was the judge that erred and converted it to a Quiet Title Action—to erroneously determine superiority of title, of all things.

"Committed Relationship" fair and equitable division SHOULD HAVE BEEN USED and the court failed to use statutory factors in the division even under Quiet Title Action and made no findings to support the division and Mr. Jones should not have gotten the house.

This topic was briefed in detail regarding the law and facts in Appellant's Brief at pages 10. In Connell v. Francisco,127 Wash.2d 339, 898 P.2d 831 (1995), the court established a 3 prong test for disposing of property at the end of a meretricious relationship 1) trial court determines whether a meretricious relationship exists 2) if it does, trial court evaluates the interest each party has in the property acquired during the relationship, 3) trial court makes a just and equitable distribution of such property. Id.l at 349. Property which would have been characterized as community property had the couple been married is before the trial court for a just and equitable distribution. Id at 352.

RCW 26.09.080 Disposition of property and liabilities states:

> In a proceeding for dissolution of the marriage or domestic partnership...the court shall, without regard to misconduct, make such disposition of the property and the liabilities of the parties, ***either community or separate***, as shall appear just an equitable after considering *all relevant factors including, but not limited to:*
>
> (1) The nature and extent of the community property;
>
> (2) The nature and extent of the ***separate*** property;
>
> (3) The ***duration*** of the marriage or domestic partnership; and
>
> (4) The ***economic circumstances of each*** spouse or domestic partner at the time the division of property is to become effective, including the desirability of awarding the family home or the right to live therein for reasonable periods ***to a spouse or domestic partner with whom the children reside the majority of the time.***

The court violated my constitutional right under the Washington and U.S. Constitution to due process, equal rights for the law in choosing a man over me for keeping our house and cashing the other out. Family law factors above for division of property clearly favor me as I lived in the house since purchase and raised my family there and we became homeless under the court's order of having to move in only 5 days for 8 years and Mr. Jones owns 2 other homes. There was absolutely no other reason given for choosing him over me as I have sufficient income each month as testified at trial and I am on the house mortgage. The court did not even

relieve me of that bit by ordering him to refinance me off of it. I maintained the house and managed our rental properties and just because man paid the mortgage does not mean he gets to keep the house. We were in a committed relationship and the income to pay the mortgage was from our relationship. This court knows full well that even though a "breadwinner" brings cash in and is not just doing services in kind, he most of the time is not awarded the house, but instead the mother with children is allowed to keep the house if she can afford it because the court seeks stability for the family, schools, neighborhood, etc. Mr.Jones submitted CPs and Tr Exs tax returns showing huge income dwarfing mine and the economic circumstance for me and daughter should have been factored in.

The Judge erred in determining house value and equity based on inaccurate information of Mr. Jones.

The couple purchased the house in 2007 for $389,000. CP 61 at 1. The court established the value of subject's house at only $350,000 CP75-79. This number was based on an error-filled guess as to value of a real estate agent and was not to be used in court per the law. RCW 18.140.020 (6):

> "...if the brokers price opinion is written, or given as evidence in any legal proceeding, and is issued to a person who is not a

> prospective seller, buyer, lessor, or lessee as the only intended user, then the brokers price opinion shall contain a statement, in an obvious location within the written document or specifically and affirmatively in spoken testimony, that substantially states: "This brokers price opinion is not an appraisal as defined in chapter 18.140 RCW and has been prepared by a real estate licensee, licensed under chapter 18.85 RCW, who . . . (is/is not) also state-certified or state-licensed as a real estate appraiser under chapter 18.140 RCW." However, the broker's price opinion issued under this subsection may not be used as an appraisal in conjunction with a federally related transaction."

Mr. Williams failed to do this in Tr. Ex. 5, would never have wanted this to be a basis for trial and without this warning, led the court to error. He did not even see the inside of the house and value for current condition.

Tr. Ex. 5 – Comparative Market Analysis of 7414 S. 114th ST Seattle, WA prepared by Real Estate Agent Stephen Williams 2/19/15

Mr. Williams recommended that the selling price be $330,000--$350,000 "[C]onditioned on the overall condition of the property. An interior inspection of the home would be needed for a more definitive estimate of the market value." He noted that the home's square footage "has been market [ed. Note: did he mean "marked"? By whom? He did not say] as 3,210 square feet. But this additional square footage may be the result of adding the solarium/sunroom space downstairs." As he had never been inside the property, he made the mistake of using only 2,860 square

feet throughout his CMA analysis—which obviously brought the value of the parties' home down significantly. The square footage of all of the Active, Pending, and Sold listings were well under even the low 2,860 square foot of the subject property and well under the actual 3,210 square footage. This difference of 350 square footage at the agent's estimate of average $140 sq foot for Actives and Pendings (Tr. Ex.5 at 2) is a $50,000 lower valuation. He did not testify at trial, and was never qualified as an expert, his CMA on its face showed he never even saw the inside of the house or obviously measure or qualify the property, and his CMA failed to follow mandatory statutory law. His CMA did not explain the difference in range of price due to his erroneous low square footage and respondent did not inform this court of this error and higher valuation. Of course, the CMA is flawed also in that it makes absolutely no adjustments up or down in value of the subject house like CMAs and Appraisals do in valuing a property in relation to others.

The CMA is flawed because the subject house is 23 years younger than several of the houses chosen and Mr. Williams uses averages and includes obviously much small, older houses with very low sales price of only $300,000 and it included 2 inappropriate "actives" long on the market without explanation and he doesn't affirmatively state included all actives,

pendings, and solds for the prior year. Importantly, he did not address the significant increase in prices of houses sold in the Seattle area in the beginning of 2015 shortly before his CMA, which only increased in value leading up to the trial in April in 2016. Everyone living around the Seattle area knows that 2015 saw the return of great values due to a very small inventory of houses for sale and significant increase in demand from new employees in this recovering Seattle market. "Average home prices for the Seattle metro area were back to their spring 2006 levels." Seattle Times. February 24, 2015. THIS SUBJECT HOUSE at time of division in 4/15 should have at least been back to the 2007 price of $389,000 and I claim closer to at least $4000,000,given the skyrocketing values of center Seattle houses in the lower range like this one (lots of demand),even if in south Seattle, but on remand appraisal should be allowed.

Courts want appraisals by appraisers to determine value of property and not just a real estate agent estimate.

The court holds Mr. Jones to bring very good proof of value to trial and preferably an appraiser. Court: "And there needs to be a fair market value established of what the current market value is of the house because I need a basis to start doing math... but an appraiser would be helpful frankly. Maybe you can split the cost of an appraiser. Maybe he'll just get his own

appraiser to say what the fair market value is." VR 10/22/14 at 13. In In re Marriage of Crosetto, 101 Wn. App. 89, 96, 1 P.3d 1180 (2000), the court ruled: "The property valuation decided in a marital dissolution is a material and ultimate fact that we review for substantial evidence." In Landauer v. Landauer, 95 Wn.App. 579, 584, 975 P.2d 577, (1999), the court held: "the trial court erred by adopting the appraisal of Mr. Landauer's witness, whose valuation did not take into account the restraints on alienation of trust property. We agree...Under these circumstances, the court's acceptance of Harmon's appraisal amounted to disregarding factors relevant to value, including the effect of federal restraints on alienation. While the trial court has broad discretion in this area, its discretion does not extend to completely overlooking factors material to the determination."

Judge erred factually and on law about credits against award to me

The court's judgment of credits against my equity in subject house were entirely without basis in fact or law. The judge ruled that because I was managing the properties in earlier years before our 4/15 separation, I have to pay him for tenant's amounts owing from long after me, but he collected these rents and was responsible after our separation:

"Mr. Jones: The only person that collect rent is me.

Ms. Ausler: Who collected the rent on your properties the past 12 years?

Mr. Jones: I did." VR 4/9/15 at 52 L1 and 11-13.

The list of offsets in CP 70-74 are two water bills for Mr. Jones's two rental properties billed in January 2015 after Mr. Jones settled with both of the tenant groups for rent for the month of December 2014 or January 2015 and he just forgot to include them and the dump fees of $323 and the change of lock fee of $430 (he does not get a credit for this because RCW 59.18.50 requires the landlord to change the lock after tenancy and he was the one who wanted to move both groups out so there were no violations) from after these tenants moved out in the settlement document he provided the court in Tr. Ex. 11,12,13. We separated in April of 2014 and I was certainly not the property manager when Mr. Jones made these decisions to end the tenancy on these two groups some 10 months later even though both groups were current on rent per the documents in Tr. Ex. 11,12. The $1000 rent on 47th Ave. So. in the credits were for the month of December 2014-- long after I was no longer involved in this and it was an amount Mr. Jones negotiated by himself with the tenant also the attorney's fees for his attorney, Mr. Loeffler and were characterized as for "eviction" but there was absolutely no basis for eviction as shown in Mr. Jones's document in Tr. Ex. 11,12 and certainly, I was not involved when he unilaterally wasted $3800 in attorney's fees (Tr Ex 13) for absolutely no reason, as he admits in TR EX 11,12 the

tenants were current and there were no lease violations. Minimally, I definitely should be awarded a refund of these $8000 credits he received against an equity payment.

I Timely Requested A Continuance for New Attorney and to Get Documents Because Trial Date was to Be Further off Due to New Schedule To be Served Upon Me, But was NOT and Court Knew Trial Would Be Unfair Without these.

Declaration of M. Ausler dated 4/24/15(CP 91-100) (See CP 91-100) at ...we in fact signed together...signed along with me at the same time and at "attorney never presented burden of proof" regarding the Deed of Trust which would have proved that Mr. Jones and I were joint tenants. I attached a letter from Dr. Giedt dated 4/24/15 stating that she "is not in any way able to represent herself in any court proceedings. She would need legal counsel to help her. She does not understand legal language." The court went on: "His lawyer, Ms. Kimball, ***will refile this as a quiet title action.*** It's a funny word; I know it sounds funny to you. But that's what we do when we have two people on a deed and the property needs to be divided. So, either you're gonna buy him out or he's gonna buy you out, and I will do the math and make the determination." Id. at 10 L4.

Unfortunately, it caused disasters in the case, Mr. Jones's attorney failed to follow the court order on case schedule requiring him to provide me with a copy of the new case schedule and, since it was only filed in November 2014, there is no way that the trial could be the original trial date of 4/9/15, because the new cause of action definitely required new discovery period and new case schedule as defined by the court and I was awaiting the service of this document (the court's 10/22/14 Order required Mr. Jones's counsel to send the new Petition and Case Schedule to me by email --CP 25--but she never did this and I never received it) and I was shocked in March 2015 that the court was requiring readiness hearings, mediation, and most importantly trial on quiet title and I was close to, but not formally paid, an attorney to assist me in all of these things. On 3/30/15 I filed a motion for a CR 16 conference about continuance, and I contacted court and counsel and asked for a continuance and was told by the court's staff (we were required to communicate through) on 4/1/15 that trial could be continued by agreement of the parties and on 4/6/15 "Mr. Jones agreed." See CP 86-88, 91-92, 93-100 and Appellant's Brief Appendix A. However, the court still made us come to the old trial date and at the very outset of the hearing I asked the Judge again for a continuance which she denied because she said that this could not be asked for on the date of the old trial and was proceeding anyway even

though I told her that I had no attorney there, though I was in the process of bringing one on board, no documents with me, and I clearly was not ready for trial on the old committed relationship trial date, as the new further off quiet title action trial date and discovery was still far off.

Domestic Violence Restraining Order For 2 Years Against Me Is Error Without Basis in Fact and Contrary to Law.

This topic was briefed in detail regarding the law and facts in Appellant's Brief starts at page 13. **RCW 26.050.030** requires that a domestic violence protection order cannot be issued unless the requesting party files a "...petition for relief shall allege the existence of domestic violence, and shall be accompanied by an affidavit made under oath stating the ***specific facts and circumstances*** from which relief if sought." Even **RCW 10.14.080** states the court may grant an Antiharrassent protection order if evidence "...shows ***reasonable proof*** of unlawful harassment of petitioner by the respondent and ***great or irreparable harm will result*** to the petitioner if the temporary antiharrassment or protection order is not granted. The standard is at least as applicable to domestic violence.

Here, the court takes no such evidence at trial and made no findings on this whatsoever. The judge erred and at the end of the trial after not taking any evidence whatsoever thereon and ordered a protection order for 2

years restraining order against me for "domestic violence". Judge ruled there is "hostility" she could see at the trial, so chose me to be restrained without any other explanation – no testimony by either side about it. "THE COURT: There will be a continuing restraining order against you. There's enough hostility between the two of you, and I think it falls in favor of Mr. Jones....There's not a Protection Order." VRP 4/9/15 at 73 L 11.

In June 2014, our 4/15 the trial judge (same judge) ruled that there were no grounds for restraining/protection orders in favor of Mr. Jones against me in 2012 and 2014, but also overruled the protection order I had been given against him in 2014 (See Appellant's Brief Appendix B). These clearly cannot be a basis for a restraining order at trial 4/15. And between us his were denied and mine was granted until this judge took it away and then 10 months later made one against me. He alleges in Tr. Ex. 9 that I encouraged an assault by others against him on 12/29/14, but that is a lie and I denied it and I was never a suspect. Tr. Ex 9 says I am only witness and I was never charged with anything. In TR Ex 9, the King County Sherriff incident report of 12/29/14 at 8, I gave a Statement to the Deputy explaining that I did NOT ask Mr. Jones to come to my house, but he showed up on his own and in response to a call to him just to get more time moving, so I did not "lure" him to the house, Mr. Jones started the fight with the first punch to another and I was the one that called the

police. None of these facts in any way support that I should be restrained for 2 years for a fight I was not even involved in. There were no allegations whatsoever since the court granted ME protection against him in 2014 that have anything to do with domestic violence and this was not recent, part of a series, imminent, fear-provoking, etc. to come anywhere close to meeting the domestic violence statutory requirements. The court simply did not apply the law.

RCW 26.50.010 (3) defines "Domestic violence" as: (a) "Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, between family or household members; (b) sexual assault of one family or household member by another; or (c) stalking."_There cannot be a finding of domestic violence here because I did not cause him any physical harm and he is not in reasonable fear of imminent harm by me and there is no allegation of sexual assault or stalking. In ordering a restraining order against me (CP 80-85) without any findings, evidence of support, or legal basis, this judge has upturned the last two decades of domestic violence law making sure that DV orders are fair to both man and woman and this shows the judge's bias against me and cumulative "piling on".

My arguments were NOT raised for the first time on Appeal and are well grounded and should not be excluded.

Respondent alleges that I did not pre-appeal raise error about any of the Findings of Fact &Conclusions of Law or Order on Quiet Title, or Restraining Order. Of course, this is incorrect, as I briefed errors on every one of them. The Findings and Conclusions (CP 75 - 79) were short, too short, because they left out most required findings to support any legal conclusions: there were only three Findings other than jurisdiction over the parties: **2.4** (ruled subject property joint, nothing about superiority of title, left out our contributions and the 2 rental properties), **2.5** found no liabilities to divide—false: our joint mortgage and timeshare debt), **2.6** (restraining order for "domestic violence" without any findings or basis in law). Three was only one Conclusion of Law other than jurisdiction and that was restraining order but erroneously nothing about the law was addressed. Regarding the Quiet title order (CP75-79) 3.1 ordered me out of home in only 7 days, leaving my daughter and I homeless and less notice to move that in foreclosure 20 days and then eviction time. I raised errors in all these at trial and on reconsideration and motions to stay enforcement, as argued also in this court. See citations to pleadings and transcripts herein and Appellant's Brief all raised below. Mr. Jones admitted that my arguments post =trial and pre-appeal "are repetitive of

arguments made at trial." CP 143. RAP gives the court leeway ("may") to accept review even if not raised below, as I argue the RAP 2.5 grounds that Mr. Jones and the court failed to establish substantial facts to support the Findings, Conclusions, and Orders and several of these erroneous decisions affect my WA and US constitutional rights to equal protection and due process, as argued herein. RAP 1.2(a) mitigates the stringency of the rule, providing that the RAPs are to be liberally interpreted to promote justice and facilitate the decision of cases on the merits. In Ready v. McGillivry, 109 Wash. 387, 186 P.902 (1920) the court found in a case where error was assigned upon the exclusion of certain evidence offered in behalf of appellants, that: "If this claim of error were well grounded, we could not ignore it because of the want of exceptions to the court's findings." *Id at 390.*

The trial court erred in being BIASED against me as shown by the record and rulings before and at trial requiring a new trial and new judge on remand.

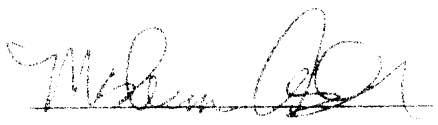
This topic was briefed in detail regarding the law and facts in Appellant's Brief at page 33. Additionally, the judge did not give me more that only FIVE (5) days to move from our families' home for the last 8 years with no place to go. Mr. Jones argues this is fairer than an eviction of a

deadbeat lease violator, but my situation should at least me more like a foreclosure—and this just proves the judge's bias and bad treatment of me. In foreclosure, the purchaser is entitled to possession of the home on the 20th day after a foreclosure sale. If the foreclosed home owners do not leave by then, the purchaser may file a lawsuit to evict them from the home, allowing even more time until a decision. RCW 61.24.060.

My Request for Attorney Fees Of course, I am to be awarded reasonable attorney fees actually incurred by me and detailed in contemporaneous billings and relevant to assistance in my post-trial review, whether or not the attorney appears formally in the case, just as the other party would be.

III. CONCLUSION

Therefore, I request that the court remand this case to award me the subject house and re-finance Mr. Jones out of the mortgage or otherwise for new trial recognizing all of my interests in his claimed property, new ower court judge, and other relief just and equitable. Dated this 11th day of February, 2016.



Mashawna Auster, Pro Se