

August 11, 2020

**OFFICE OF THE HEARING EXAMINER  
KING COUNTY, WASHINGTON**

King County Courthouse  
516 Third Avenue Room 1200  
Seattle, Washington 98104  
Telephone (206) 477-0860  
[hearingexaminer@kingcounty.gov](mailto:hearingexaminer@kingcounty.gov)  
[www.kingcounty.gov/independent/hearing-examiner](http://www.kingcounty.gov/independent/hearing-examiner)

**RE-ISSUED REPORT AND DECISION<sup>1</sup>**

SUBJECT: Regional Animal Services of King County file no. **V20010732**

**RAMIRO MARROQUIN**

Animal Services Enforcement Appeal

Activity no.: A20011950

Appellant: **Ramiro Marroquin**

Seattle, WA 98146

Telephone: [REDACTED]

Email: [REDACTED]

King County: Regional Animal Services of King County  
*represented by* **Tim Anderson**  
Regional Animal Services of King County  
21615 64th Avenue S  
Kent, WA 98032  
Telephone: (206) 263-5939  
Email: [tim.anderson@kingcounty.gov](mailto:tim.anderson@kingcounty.gov)

**FINDINGS AND CONCLUSIONS:**

Overview

1. In 2017, Ramiro Marroquin's dog, Sage, savagely attacked a woman. Animal Services served an order requiring Mr. Marroquin to remove Sage from King County. Mr. Marroquin did not appeal, nor did he remove Sage. In May 2020, Animal Services impounded Sage and issued an order declaring him unredeemable and stating that euthanasia was necessary. Mr. Marroquin appealed. After hearing the witnesses'

---

<sup>1</sup> This report and decision was finalized and ready for mailing and emailing on Friday, August 7, but was not properly issued. We are re-issuing it today, unchanged except for the dates.

testimony, studying the exhibits admitted into evidence, and considering the parties' arguments and the relevant law, we uphold the order, make a special allowance for Mr. Marroquin to be present when Sage is put down, and reduce the monetary penalty.

### Background

2. On September 12, 2017, a friend of Mr. Marroquin's, Robert Perry, was dog-sitting Sage in Sage's RV. Mr. Perry invited Courtney Corkum in. She said at the time she knew there were rules about acting around Sage, like not looking at Sage. The three left the RV without incident, Mr. Perry holding Sage on a long leash and Ms. Corkum walking ahead on the roadway to the gas station. Sage then attacked her, knocking her to the ground and biting and shaking her arm. Mr. Perry attempted to get Sage to stop. Mr. Marroquin returned home and was able to get Sage off. Ex. D6 at 004 at n.3. Ms. Corkum required surgery to close up the gaping wound. Ex. D12 at 009, 012, 013.
3. On November 8, 2017, Animal Services posted, on the front door of the trailer Mr. Marroquin was living in at the time, an order for Mr. Marroquin to remove Sage from the County. Exs. D8, D9 & D10. Mr. Marroquin did not appeal. The requirement to remove Sage from King County became "final and unreviewable" once the appeal window ran out in early December 2017. KCC 20.22.080.H. Yet Sage remained in King County.
4. On May 25, 2020, Animal Services Diane Fowler responded to a call about Sage loose in the unsecured front yard of the Marroquin property. Ex. D5 at 003 n.1. Officer Fowler testified that she arrived to find Sage barking, growling, and lunging. An older gentleman (Mr. Marroquin's father) advised her to be careful, that Sage would bite. She was able to use her catchpole to nab Sage and transport him to Animal Services. Back at Animal Services, the officer could not microchip or vaccinate Sage, due to Sage's aggression. Ex. D6 at 005, n.6.
5. May 29, 2020, Animal Services served a notice of unredeemable animal and a violation order for failing to comply with the 2017 removal order. Exs. D2 & D3. Mr. Marroquin appealed. Ex. D4.
6. We went to hearing on July 21. Mr. Marroquin sent a few post-hearing emails; we accepted those and closed the record on July 27. Ex. A1. We do not grant substantial weight or otherwise accord deference to agency determinations. Exam. R. XV.F.3. For those matters or issues raised in an appeal statement, Animal Services bears "the burden of proving by a preponderance of the evidence both the violation and the appropriateness of the remedy it has imposed." KCC 20.22.080.G; .210.

### Analysis

7. Mr. Marroquin testified to the special bond he has with Sage. He thinks it's impressive that he could go almost three years (between Sage's November 2017 removal order and his May 2020 impoundment) without being contacted by Animal Services. He noted that when he has been approached by police in the interim years for other matters, no one ever mentioned Sage. Sage is disciplined when with him. The May escape occurred after he left Sage in a what he thought was a secure spot (a truck) on his dad's property. However, his dad let Sage out of the truck.

8. Mr. Marroquin asserts he was unaware of the removal order in 2017. He stated that at the time he was living in the trailer, but he did not see the removal order, and no one told him about it. He thought Animal Services would hold his hand through the situation and guide him on how to remove Sage. He was told Animal Services would lead him through what jurisdictions he could take Sage to, but Animal Services did not. He was waiting for someone to approach him personally.
9. Later in our hearing he said he got the appeal notice, but he was in the process of fighting a civil lawsuit (related to Ms. Corkum’s injuries), and thought they went hand-in-hand. He thought Animal Services’ enforcement action was linked with the insurance lawsuit, and he was confused. He thought the resolution of the insurance matter took care of the removal order.
10. We find that Mr. Marroquin did know about the 2017 removal order in 2017. According to the log notes, Mr. Marroquin admitted he had known about the earlier removal order, but thought King County would have followed up with him. Ex. D5 at 003 n.3.<sup>2</sup> More importantly, Mr. Marroquin’s assertion that he did not have notice is internally inconsistent. The notice of the right to appeal and a blank appeal form were *part of* the removal order envelope Officer Nickelson left on his trailer door in November 2017. Ex. D7 at 002, 005-06. If Mr. Marroquin knew about the appeal, he knew about the removal order he needed to either appeal or comply with.
11. Mr. Marroquin may have gotten confused about the linkages between the insurance lawsuit (related to Ms. Corkum’s injuries) and Animal Services’ enforcement action. He may have thought the resolution of the insurance claim would take care of the removal order. But that was wishful thinking; nothing in the removal order said anything to that effect, and settlement of the Ms. Corkum’s suit did not do away with Mr. Marroquin’s responsibility to remove Sage from the County in 2017. He may have thought Animal Services should come to him to enforce the order and walk him through it, but that is not the way removal orders work.
12. Moreover, the code sets out three methods by which Animal Services must serve its notices. The pertinent one here is that Animal Services satisfies its requirement by “posting the notice of violation and order on the front door of the living unit of the owner or person with right to control the animal if the owner or person is not home.” KCC 11.04.260.D.3. Animal Services satisfied the service requirements when it posted the notice on the front door of the trailer Mr. Marroquin was living in as of November 8, 2017. Exs. D8, D9 & D10. Our court is clear that “due process does not require proof of actual receipt,” and that if the Council “had intended to require evidence of actual delivery, it could have said so expressly.” *In re Marriage of McLean*, 132 Wn.2d 301, 306-309, 937 P.2d 602 (1997).
13. Mr. Marroquin failed to remove Sage as required by the November 2017 removal order. Sage was found in King County in May 2020 in violation of that removal order. In such a scenario, KCC 11.04.290.A.3 provides that:

---

<sup>2</sup> Reliable hearsay is admissible in our proceedings although, as the officer who took the call was not available at our hearing to testify, we do not place undo weight on that. *See* Exam. R. XII.B.1. Note, an admission by a party opponent is not, itself, hearsay. Wash. R. Evid. 801(d)(2). What makes it hearsay that the officer that had that conversation with him did not testify about that statement at our hearing.

Failure to comply with any requirement prescribed by the manager in accordance with this section [*here, the 2017 order to remove Sage*] constitutes a misdemeanor. Such an animal shall not be kept in unincorporated King County after forty-eight hours after receiving written notice from the manager. Such an animal or animals found in violation of this section shall be impounded and disposed of as an unredeemed animal and the owner or keeper of the animal or animals has no right to redeem the animal or animals.

14. He had his opportunity to get Sage out of the County in 2017, and he elected not to. Mr. Marroquin has no right to redeem Sage. However, that is only part of the issue. The other is Animal Services' determination that Sage poses a threat to public safety and that no other safe or reasonable alternatives to euthanasia exist. Ex. D3.
15. Euthanasia is an extremely harsh remedy, and not one we take lightly. We probed Animal Services at hearing as whether there was an alternative, such as a shelter that could take Sage. Animal Services walked through the options in the code for an impounded, unredeemable animal. *See* KCC 11.04.210.B. Making Sage available for adoption is not a viable option, given his bite history. Transferring him to an animal welfare organization to facilitate adoption gets it no further. Foster care would be a risk. That leaves only euthanasia.
16. We are reluctant to essentially uphold that, but the attack on Ms. Corkum was perhaps the most savage and completely unprovoked attack on a human we can recall in our hundreds of dog bite cases. Often times, even if not reaching "provocation" as courts have expounded on that term in the dog bite context,<sup>3</sup> or where the attack was grossly disproportionate to the level of provocation,<sup>4</sup> there is at least *some* understandable incitement. For example, someone approaches a dog who is in a spot from which it cannot retreat, an invited visitor gets near a dog's food bowl, or a small child runs up to a dog. Here in contrast, Ms. Corkum was outside and walking *away* when Sage attacked her from behind, tore into her arm, and continued the attack on a prone Ms. Corkum, despite Mr. Perry's efforts to get Sage off. Ex. D6 at 004 at n.3; Ex. D7 at 004. The damage Sage inflicted Ms. Corkum was gruesome, and we are fairly hardened after entertaining hundreds of dog bite cases. Ex. D12 at 009.
17. We agree with Animal Services that releasing Sage would be irresponsible and pose a serious threat. Mr. Marroquin tried to keep Sage under control, but as May 25 showed, that is not always possible. Reluctantly, we uphold Animal Services' decision to put Sage to sleep.
18. Mr. Marroquin requested that he be allowed to be present when Animal Services puts Sage down; Animal Services initially said no. Ex. D5 at 003, n.5. When we probed Animal Services at hearing about this, it responded that if Mr. Marroquin would arrange for (and pay for) a veterinarian to euthanize Sage, Animal Services would transport Sage there. Post-hearing, Mr. Marroquin asked to be informed when Animal Services puts

---

<sup>3</sup> For perhaps the most thorough analysis of "provocation" in the dog bite context, see *Robinson v. Meadows*, 203 Ill. App. 3d 706, 710, 561 N.E.2d 111 (1990).

<sup>4</sup> Provocation requires the dog's reaction to be proportional to the victim's act. *See, e.g., Bradacs v. Jacobone*, 244 Mich. App. 263, 273–75, 625 N.W.2d 108 (2001);

Sage to sleep, so he could make plans to be there or as close by as possible. Ex. A1 at 003.

19. Sage is, in Mr. Marroquin’s words, his “irreplaceable companion” and emotional support. Ex. A1 at 001. Sage’s violence and the threat he poses does not change that bond. Animal Services’ solution that Mr. Marroquin could arrange for Sage’s euthanasia by a private veterinarian initially seemed sound. And we respect the concept that the public is not allowed “behind the curtain” at Animal Services’ facilities. However, on further reflection, the logistics of an outside euthanasia opens up a larger can of worms.
20. Mr. Marroquin does not have a history of following up with Animal Services. His residence seems transient, Animal Services has had trouble contacting him in the past, and Mr. Marroquin does not have a solid communication track record. *See, e.g.*, Ex. D5 at 003 n.6. We would need to provide Mr. Marroquin with time to arrange for an outside a veterinarian to agree to undertake the work, for Mr. Marroquin to get this information to Animal Services, for Animal Services and the private veterinarian to arrange for a time, for Animal Services or the veterinarian to get this information to Mr. Marroquin, and for Animal Services to transport Sage at the appointed date and time. And a veterinarians’ office is a less controlled environment the Animal Services’ facilities. There is a lot to go wrong or to prolong things.
21. It is far simpler for Animal Services to arrange for a time to euthanize Sage in-house, and to advise Mr. Marroquin, by mail, email, and phone a week in advance, of the details. Then, at the appointed date and time, allow Mr. Marroquin into the Animal Services facility to spend a few minutes saying goodbye to Sage. Then put Sage down. Such closure may help the healing process Mr. Marroquin undoubtedly will need to go through. We realize that is nonstandard and not without potential problems, and we are not trying to set some sort of precedent. But the private veterinarian alternative seems significantly more problematic.
22. And that leaves the penalty amount. Animal Services assessed a \$1000 penalty. Ex. D2 at 001. KCC 11.04.035.C provides a list of specific penalty amounts. The only \$1000 penalties on that list relate to repeat violations within the same year. There is nothing in here in the 12 months leading up to May 25, 2020. Instead the authority for the \$1000 penalty comes from KCC 11.04.200, which states that:


In addition to or as an alternative to any other penalty provided in this chapter or by law, any person whose animal is maintained in violation of this chapter shall incur a civil penalty in an amount not to exceed one thousand dollars per violation to be directly assessed by the manager of the animal care and control authority plus billable costs of the animal care and control authority. The manager, in a reasonable manner, may vary the amount of the penalty assessed to consider the appropriateness of the penalty to the nature and type of violation; the gravity of the violation; the number of past and present violations committed and the good faith of the violator in attempting to achieve compliance with prescribed requirements or after notification of a violation. All civil penalties assessed shall be enforced and collected in accordance with the procedure specified in this chapter.

23. Certainly, the nature and gravity of the violation here—failing to remove Sage after a heinous attack—argues for a higher-end penalty. But as to the number of past violations, there are apparently only those related to September 12, 2017, and those related to May 25, 2020. Ex. D5 at 005.
24. “Good faith” is a little more complex to evaluate. Part of Marroquin’s narrative that he was waiting on Animal Services to hold his hand and guide him on Sage’s removal seems a belated attempt to shift responsibility away from himself and onto Animal Services; the removal order said the first step was for Mr. Marroquin to get Sage out of King County, and then to provide that information to Animal Services. Ex. D7 at 003. And part seems wishful thinking, that if he just kept his head down, he could keep Sage here; indeed, that proved successful for 2 ½ years.
25. However, Mr. Marroquin was not weaving his narrative out of whole cloth. To his credit, Officer Nickelson agreed that Mr. Marroquin was correctly remembering that, during the conversation when Officer Nickelson told Mr. Marroquin he would need to remove Sage, Officer Nickelson explained that certain jurisdictions like Pierce would not accept Sage. Given that Animal Services would seem the ones with better access to information on what jurisdictions would accept a dog like Sage, it was not completely unreasonable if Mr. Marroquin thought Animal Services would provide more information. That does not excuse him waiting and waiting as the weeks turned into months and then years and never following up himself. However, it is not the type of willful resistance we have observed in other scenarios. And Mr. Marroquin may have been somewhat confused about the linkages between the insurance lawsuit and enforcement action. We will reduce the assessed penalty accordingly.

#### DECISION:

1. We sustain the notice of unredeemable animal and Animal Services’ decision to put Sage down.
2. At least seven days in advance, Animal Services shall mail, email, and place a phone call to Mr. Marroquin (contact information above), providing the date, time, and location of Sage’s euthanasia.<sup>5</sup>
3. We reduce the penalty from \$1000 to \$400.

ORDERED August 11, 2020.



David Spohr  
Hearing Examiner

#### NOTICE OF RIGHT TO APPEAL

---

<sup>5</sup> Attempts to phone Mr. Marroquin have not always been successful; at one point the phone was not accepting calls. Ex. D5 at 003. Animal Services must *place* the call, not guarantee the call will necessarily result in a connection.

King County Code 20.22.040 directs the Examiner to make the County’s final decision for this type of case. This decision shall be final and conclusive unless appealed to superior court by *September 10, 2020*. Either party may appeal this decision by applying for a writ of review in superior court in accordance with chapter 7.16 RCW.

**MINUTES OF THE JULY 21, 2020, HEARING IN THE APPEAL OF RAMIRO MARROQUIN, REGIONAL ANIMAL SERVICES OF KING COUNTY FILE NO. V20010732**

David Spohr was the Hearing Examiner in this matter. Participating in the hearing were Tim Anderson, Steve Nickelson, Diana Fowler, Steve Nickelson, Ramiro Marroquin, and Shelby Russell. A verbatim recording of the hearing is available in the Hearing Examiner’s Office.

The following exhibits were offered and entered into the record by the Department:

Exhibit no. D1	Regional Animal Services of King County staff report to the Hearing Examiner
Exhibit no. D2	Notice of violation no. V20010732, issued May 29, 2020
Exhibit no. D3	Notice of Unredeemable Animals, issued May 29, 2020
Exhibit no. D4	Appeal, received May 30, 2020
Exhibit no. D5	RASKC investigation report no. A2001195001
Exhibit no. D6	RASKC investigation report no. A1700819601
Exhibit no. D7	Notice and Order of Removal, issued November 4, 2017
Exhibit no. D8	Proof of service
Exhibit no. D9	RASKC notice
Exhibit no. D10	Photograph of notice left by door
Exhibit no. D11	Photograph of RV
Exhibit no. D12	Franciscan health summary
Exhibit no. D13	Map of subject area

The following exhibits were offered by Appellant and entered into the record on July 27, 2020:

Exhibit no. A1	Emails submitted by Ramiro Marroquin, last received July 25, 2020
----------------	---

August 11, 2020

**OFFICE OF THE HEARING EXAMINER  
KING COUNTY, WASHINGTON**

King County Courthouse  
516 Third Avenue Room 1200  
Seattle, Washington 98104  
Telephone (206) 477-0860  
[hearingexaminer@kingcounty.gov](mailto:hearingexaminer@kingcounty.gov)  
[www.kingcounty.gov/independent/hearing-examiner](http://www.kingcounty.gov/independent/hearing-examiner)

**CERTIFICATE OF SERVICE**

SUBJECT: Regional Animal Services of King County file no. **V20010732**

**RAMIRO MARROQUIN**

Animal Services Enforcement Appeal

I, Jessica Oscoy, certify under penalty of perjury under the laws of the State of Washington that I transmitted the **REPORT AND DECISION** to those listed on the attached page as follows:

EMAILED to all County staff listed as parties/interested persons and parties with e-mail addresses on record.

placed with the United States Postal Service, with sufficient postage, as FIRST CLASS MAIL in an envelope addressed to the non-County employee parties/interested persons to addresses on record.

DATED August 11, 2020.



---

Jessica Oscoy  
Office Manager



**Anderson, Tim**

Regional Animal Services of King County

**Fowler, Diana**

**King County Sherriff Dispatch**

Hardcopy

**Marroquin, Esteban**

Hardcopy

**Marroquin, Ramiro**

Hardcopy

**Nickelson, Steve**

Regional Animal Services of King County

**Russell, Shelby**

Regional Animal Services of King County