

May 24, 2022

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

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**REPORT AND DECISION**

SUBJECT: Regional Animal Services of King County file no. **V22012915-A22000267**

**BERNADETTE MERIKLE**  
Animal Services Enforcement Appeal

Activity no.: A22000267

Appellant: **Bernadette Merikle**

King County: Regional Animal Services of King County  
*represented by* **Rebecca Smokoska**  
Regional Animal Services of King County  
21615 64th Avenue S  
Kent, WA 98032  
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**FINDINGS AND CONCLUSIONS:**

Overview

1. Bernadette Merikle appeals a Regional Animal Services of King County (Animal Services) violation notice alleging that she allowed an animal in her care to endure pain and suffering. After hearing the witnesses' testimony and observing their demeanor, studying the exhibits admitted into evidence, and considering the parties' arguments and the relevant law, we find that, while she failed to properly care for the dog, and it endured pain and suffering as a result, in this case we find her neglect is better characterized as "excusable neglect." We thus reverse.

### Background

2. On February 14, 2022, Animal Services issued a violation notice to Ms. Merikle for her dog, Mary, being neglected. Ex. D2. (Note: at hearing, Ms. Merikle requested that we refer to her as “B,” a request we honor.) On March 10, B appealed. Ex. D11.
3. Because B had obtained a protection order against Robert Merikle (her now-ex-husband, and the complainant in Animal Services’ case), we emailed the court to ensure we could proceed with our hearing. The original order’s author graciously clarified that participating in our quasi-judicial proceedings would not violate the no-contact requirement.
4. Part of B’s appeal (in addition to questioning whether Mary was neglected) was that if Mary suffered from neglect Mr. Merikle was partially responsible for that neglect, having been given ample opportunity to step up and participate in Mary’s care, and having coerced her into being Mary’s sole custodian, abandoned Mary with her, withheld the financial support necessary to maintain Mary’s high-cost diet and veterinary care, and causing Mary stress. While noting that we only have authority to adjust a penalty for the appellant (and not to add other would-be appellants), we observed that the doctrine of comparative negligence could play into how, if we sustain B’s violation, we reduce B’s penalty.
5. We set an April 25 hearing. In our hearing notice, we described the complexities of a case involving domestic violence and a protective order and requested that Animal Services disclose, in its staff report, if it intended on calling the complainant as a witness. Animal Services did not do so, and when it became apparent at the start of the hearing that Animal Services intended to call the complainant as a witness, B requested a continuance, to arrange to have a support person present with her at hearing.
6. We granted her request. We resumed the hearing on May 10.

### Hearing Testimony

#### *Testimony of Robert Merikle*

7. Robert Merikle testified that in 2018 the Merikles started experiencing marital issues. Mr. Merikle was the primary caretaker of both dogs, Mary and Barney. Both dogs slept in his bed. In December 2020, Mr. Merikle was found guilty of domestic violence, and the protection order required him to leave the house. Mr. Merikle described the ensuing divorce as high conflict. Since dogs are considered common property, he was not able to take the dogs with him.
8. Prior to Mr. Merikle leaving the house, he said Mary had no medical issues, apart from an occasional ear infection and her nails running long. Mary had paw issues when she was not active, but she rarely chewed on her paws. She was very healthy and active. She typically weighed 80 pounds, which Mr. Merikle did not consider overweight.

9. Prior to divorce, Mr. Merikle explained that B barely ever fed the dogs or took them out, as he handled that. Barney and Mary each had their own preferred dog food. Mary did not have any special dietary concerns, but he gave her a non-grain food because it was better for her digestion. It was slightly more expensive, but both he and B make close to \$200,000 a year. B was aware of Mary's dietary needs. Exhibit D12 shows Mary's condition before Mr. Merikle left the house.
10. Mr. Merikle claimed that many times during the divorce he was denied the opportunity to see the dogs, despite B promising he could. Mr. Merikle made it clear to his attorneys that he wanted the dogs at any cost. Mr. Merikle and his counsel were trying to make it as easy as possible for him to have the dogs for a visit, yet B would not even discuss the dogs. Mr. Merikle and his counsel discussed additional legal action to get the dogs, but they decided against that. All communication between Mr. Merikle and B had to go through counsel, which cost him \$400 an hour.
11. Mr. Merikle forwarded emails to his counsel offering to take the dogs, including to the vet for their vaccines. Ex. D9 at 002, 004, 006, 008, 010-11, 012. B never mentioned the dogs' declining health or asked for money for dog food or care. The Merikle children told Mr. Merikle that the dogs were kept downstairs, and Mary was chewing her paws and not doing great. The kids did not see the dogs much.
12. Mr. Merikle said his understanding was that he would be allowed a visit with the dogs in December 2020, soon after leaving the house. He communicated with the children's driver, who was going to bring the dogs to Mr. Merikle. The driver went to the house and was denied the dogs.
13. In 2021, Mr. Merikle formally requested to see the dogs in February, but he received no response. On October 5, after again being denied the dogs, B communicated that Mr. Merikle could have the dogs in November, but this did not happen. He received a December 18 text message that B needed to say bye to the dogs and then Mr. Merikle could have the dogs, but that did not happen until New Year's.
14. Mr. Merikle had not seen B's March 2021 email about him seeing the dogs and was unaware of this offer. Ex. A2 at 01. Mr. Merikle requested the dogs many times after March 2021, but he never received an offer.
15. Similarly, Mr. Merikle found it disheartening that B was attempting to rehome the dogs in May with someone else. Ex. A5-001. Having requested the dogs multiple times, he would have jumped on an opportunity like that, had it been conveyed to him. The court denied B's move request because B did not follow the rules regarding moving.
16. Mr. Merikle noted that he has had three lawyers during this process. The first lawyer did not work out, and the next had to step away for health reasons. Mr. Merikle agreed that one communication possibly could have been lost in the exchange of lawyers, but he made multiple requests for the dogs for a year. Mr. Merikle eventually deprioritized getting the dogs, because at \$400 an hour for counsel, and having received no response from B on his previous entreaties about the dogs, he set his children as a higher priority.

17. Mr. Merikle was upset that B did not contact him when Barney went missing. He first learned of Barney's disappearance during the December 20, 2021, mediation. He was not able to say goodbye to Barney. The children either were unaware or lying about Barney being lost.
18. Mr. Merikle noted that he lives in a rental. The landlord never had an issue with Mr. Merikle having Mary at the rental, notwithstanding terms in the rental agreement against having dogs. When he first moved into the rental, the landlord said he did not object to Mr. Merikle having dogs. Mr. Merikle did not initially work with the landlord on amending the lease, because B had promised him the dogs but then went back on her promise. As soon as she agreed, at the December 2021 mediation, to give him Mary, he and the landlord quickly modified the rental agreement. Mr. Merikle had earlier made it clear to his attorneys that he had arranged for friends to house the dogs until he could amend his lease.
19. Mr. Merikle got Mary back at New Year's. The photographs in exhibit D13 show Mary's condition when Mr. Merikle received her. She was very lethargic, had lost weight, and had dander. He weighed Mary at 50 pounds. There were sores on Mary's legs just above her paws which were healed. Ex. D13 at 003. Mr. Merikle guessed it was from a nick; they were not serious, but something had happened. Mary ate and drank a lot for the first few days. Mr. Merikle gave her food, water, exercise, and care. She continued to gain weight, have more energy, and be livelier.
20. On rebuttal, Mr. Merikle noted that it was B's choice to stay in the residence. B took a long time to file for child expenses. She entered a lease before the court approved the move (a move the court denied).

*Testimony of Bernadette Merikle*

21. B observed that emotions run deep in this case. B knows that they all love the dogs. Mary got B through so much hardship. B misses Mary tremendously, and she wishes she had not had to give up Mary. Hearing that Mr. Merikle was not aware of two significant proposals for him to have the dogs earlier (when Barney was still around) breaks her heart.
22. There has been a no-contact order in place for the entire time period. B's attorney pressed upon her the importance of not contacting Mr. Merikle, because she could have lost her protection order if she had. The first request she received for Mr. Merikle to have the dogs came through a friend. B thought such communications needed to go through their attorneys, in order to not break the no-contact order.
23. B coordinated with her attorney to try to understand if Mr. Merikle wanted to just visit with the dogs or to keep the dogs. In her March 18, 2021, email, she offered to let Mr. Merikle take the dogs to the vet, but she requested confirmation that the dogs would be returned to her. Ex. A2 at 013. Mr. Merikle had promised things in other areas and not followed through, so she wanted confirmation that she would get the dogs back. (When B provided Mr. Merikle with the children's ski clothes in a bin, the bin was not returned.)

24. Starting in January 2021, B became solely responsible for paying the \$3500 mortgage and childcare. By May, Mr. Merikle was responsible for paying back childcare and starting to pay a portion of future childcare. She did not receive those payments until August 2021. B did not choose to stay in the marital home, as she tried to move but Mr. Merikle blocked the move.
25. B explained that she takes home about \$10,000 a month. Ex. A4. The mortgage payment was \$3500, and the childcare was \$3500. She paid about \$1000 on utilities and household maintenance and \$500 on groceries. She spent about \$1000 on gas due to the long commute. B also had extensive legal bills. B's attorney charges \$375 an hour. There was also the additional cost of executing her safety plan, which includes a rental payment. She could not make ends meet. It became bad enough that she had to get food, including dog food, from a food pantry.
26. B stated that her world turned upside down financially in January 2021, but things became dire after May, when the court blocked her from relocating out of the marital home and into a cheaper residence. Her move was denied on a technicality because there are restrictions on moving out of a school district. (B and her attorney were not aware of this restriction, thinking that because the children were too young to attend actual school, the school district question was not a hurdle.)
27. The legal advice B had received suggested that her move would be approved, so she had started making alternate arrangements. She went to a domestic violence advocacy group that could help her create a safety plan. She also wanted to move out of the neighborhood, because what neighbors were saying about their situation was being weaponized against B.
28. Her son had difficulty adjusting to the split, so B needed to find a daycare closer to her work. They lived in Snoqualmie, and she works in south Seattle. B found a place to move, but it did not allow for pets over 50 pounds. B's advocate suggested prioritizing her kids and continuing to look for a place to rehome the dogs.
29. B was commuting four hours a day between home, work, and daycare. This meant she spent less time with Mary. In the summer, when the sun set later, B and the kids were able to take the dogs out to the park and play with them. Once the days started getting shorter, it was no longer safe to take the dogs out.
30. In August, things became more dire; B still could not relocate but felt it unsafe to stay in the marital home. B and the children spent a lot of time out of the house, so the dogs were alone a lot. B would come back and check on the dogs. The dogs were primarily in the walk-out basement. The dogs spent a lot of time down there even prior to the split. (It was called the "dog den" and had easy access to the backyard.) The dogs would sleep upstairs.
31. B came home one day, and her gate was left open; Barney was gone. B also was not able to say goodbye to Barney. B hoped that Barney had just ran away and that he would come back. B posted on social media, but due to the no contact order, her social media is private. B and others did search for Barney.

32. B is sad and mad that Mr. Merikle was not aware of her offers for him to get the dogs. In March, B offered to allow Mr. Merikle to have dog visits. In May, B offered to give the dogs to Mr. Merikle full-time. She presumed there was more back-and-forth between their attorneys on the dog topic in May. After hearing Mr. Merikle's testimony, she now questions how much communication there was between the attorneys, considering Mr. Merikle says he was not aware of two significant offers from B for the dogs. B did not submit the court documents for the May relocation hearing, but it was an extensive hearing. In May there was extensive back and forth about planning for relocation and needing to rehome the dogs. At that time, she sent the email in exhibit A5 to a domestic violence help group to explore fostering or rehoming options relating to the dogs.
33. B asserted that Mr. Merikle's attorney, B, and B's attorney were all under the impression that Mr. Merikle needed to get permission from his landlord before he could get the dogs. B never heard back whether he got that permission. Mr. Merikle's attorney even asked him if he could have pets at the rental.<sup>1</sup>
34. B asserted that Mary constantly had issues with her paws and claws, pre-separation. And Mary's condition was declining well before B switched her food in August. At that time, she had significant bills to pay, because her electricity and water would have been turned off. The dog food from the food pantry is an organic, branded \$30 food. In order to encourage Mary to eat, B would separate Mary and Barney when she fed them, because otherwise Barney would eat Mary's food. B started feeding Mary while she was preparing dinner and add scraps or peanut butter to her food. B would keep calling her back to her food.
35. B did not seek vet care when she noticed Mary's decline. While Mr. Merikle was frustrated, B was also frustrated that Mr. Merikle would not reply to her offer to allow him a visit with the dogs.
36. B was not aware of an October 2021 agreement regarding the dogs. In Mr. Merikle's attorney switch there could have been something lost. B agrees that Mr. Merikle wanted the dogs all along. The issue regarding the dogs re-emerged in October when preparing for their divorce hearing.
37. B submitted exhibit A8 to show the difficulty in rehoming a dog. B knows that Mr. Merikle loved the dogs. She turned Mary over on December 31, 2021.
38. The documents for the May 2021 hearing illustrated B's need to move and her request to Mr. Merikle to take the dogs. B never wanted to give up the dogs, but she agreed to give him Mary so the children could continue to see her. If B had rehomed the dogs with someone other than Mr. Merikle, the children would not have been able to be with the dogs at Mr. Merikle's house.
39. Mary was not in pain or suffering in the space of her gradual decline with B. Mr. Merikle was Mary's primary care giver, and when he abruptly left, Mary was absolutely missing

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<sup>1</sup>We note that Mr. Merikle's counsel expressed that concern on March 18, and Mr. Merikle confirmed to her later that day that he could take the dogs. Ex. D9 at 007-08.

him. Mary was not suffering due to the food change. In December, Mary was lethargic because the days were shorter so she could not go out and play as much. Mary was also getting old. Mary was 80 pounds in August 2020, and 75 pounds in May 2021. B herself had lost 67 pounds, in order to make sure her children and dogs ate first.

### Legal Standards

40. Did B, “[b]y reason of neglect or intent to cause or allow any animal [Mary] to endure pain, suffering or injury or to fail or neglect to aid or attempt alleviation of pain, suffering or injury the person has so caused to [Mary].” KCC 11.04.250.A.2.
41. 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.B.

### Analysis

#### *Overview*

42. There are four questions we need to answer in deciding whether to uphold the violation. Did Mary endure pain and suffering while on B’s watch? If so, was Mr. Merikle partially responsible for that pain and suffering? If Mary suffered, was it a result of B’s neglect? And, if neglect, was that neglect excusable?

#### *Mary’s pain and suffering*

43. The evidence related to Mary’s toes is not so clear. Mary had “very long and overgrown” nails in August 2020, while Mr. Merikle was her primary caregiver. Ex. D6 at 006. That in January 2022 the vet noticed a couple of those very long nails were fractured and that Mary showed “mild signs of salivating” between her toes is not overly troublesome.
44. In contrast, Mary’s weight loss was dramatic. She went from consistently hovering around 80 pounds down to 50 pounds over the course of a single year, losing almost a third of her body weight. Ex. D6 at 001. And she rose back up to 70 on only two months of Mr. Merikle’s watch. Ex. D7 at 001. While she looks healthy in the “before” pictures and received an ideal 5/9 bodyweight score from her vet, the pictures Mr. Merikle took in January 2022 upon getting her back show an emaciated dog with ribs sticking out. Exs. D7 at 002, D12 & D13. Mary endured pain and suffering.

#### *Mr. Merikle’s neglect*

45. B’s testimony at hearing was far more measured and persuasive than her appeal statement. Conversely, her attacks against Mr. Merikle in her appeal statement (exhibit 12) related to his alleged responsibility for Mary’s pain and suffering were unfounded.

- Mr. Merikle did not “coerce” B into being Mary’s sole custodian or abandon Mary, and he was not given any opportunity, let alone an ample opportunity, to step up and participate in Mary’s care at any point in the year between leaving the house in December 2020 and the December 2021 mediation.
  - The record shows, instead, that he started asking his attorney (through whom all communication needed to go, given the no-contact order) to take the dogs in December 2020, almost immediately after getting kicked out of the house. Ex. D9 at 002.
  - He continued pressing his attorney for the dogs in February 2021, even suggesting how his attorney could broach the topic to opposing counsel. Ex. D9 at 004.
  - Later in February, he tried again with his attorney, noting that the dogs needed their annual shots. Ex. D9 at 006.
  - He kept pleading for the dogs in March, offering his attorney ways to facilitate getting them. Ex. D9 at 008. (As discussed below, based on our record we find that B’s attorney did not convey B’s March offer to Mr. Merikle’s attorney.)
  - In May, when B was trying to move to a place that would not allow dogs and thus looking for alternative arrangements for the dogs (discussed below), there is no evidence that anyone from B’s camp advised Mr. Merikle’s camp that he had the opportunity to step in and take the dogs.
  - Nor is there any evidence that when, in August, B took Mary off her higher-priced diet, Mr. Merikle was made aware of that decision or asked to fund or takeover dog food purchasing responsibility.
  - At the end of August, Mr. Merikle contacted his attorney again about getting the dogs; his attorney explained to him that she had reached out about the dogs before but had never heard a word back. Ex. D9 at 010-11. Nothing in the extensive email correspondence shows any dog-related overtures from B’s attorney to Mr. Merikle’s attorney.
  - Mr. Merikle tried yet again in October. Ex. D9 at 012.
46. In short, if Mary’s pain and suffering was caused by neglect, it was not Mr. Merikle’s neglect that caused it. Whether we attribute Mary’s pain and suffering to B’s “neglect,” however, is a more nuanced question we discuss directly below.

*B’s neglect*

47. Even though there are understandable reasons why B was unable to provide Mary with the level of care that kept her from suffering, she could have at least partially passed the



- dog baton to Mr. Merikle at any point in 2021. The record shows that early on she tried, though nothing in the record shows that the word ever reached Mr. Merikle's side.
48. In March, Mr. Merikle's counsel sent B's counsel an email starting with the dog topic before moving onto other areas. Ex. A2 at 003. B's counsel responded with B's responses on several topics, but failed to address the dogs. Ex. A2 at 002. However, we do not attribute that failure to B, because earlier that day B clearly articulated to her attorney, in writing, that Mr. Merikle could pick up the dogs each week, that Mr. Merikle could take them for shots, and that if Mr. Merikle could not take the dogs each week, he could send a list of different weekends he wanted the dogs. Ex. A2 at 013. We found credible her hearing testimony that it really pained her to learn that her offer had not been conveyed to Mr. Merikle, because she recognized how much Mr. Merikle loved the dogs and that he would do anything for them.
  49. In May, B found a place to move to, but it did not allow dogs. She was looking for alternative arrangements for the dogs and wrote her domestic violence advocate that, "I think [Mr. Merikle] might take them but is taking forever to decide/respond (we have a no contact DVOP, so every reminder has to go to my lawyer and I [c]an't afford to keep asking the same questions) so I need to explore other options." Ex. A5 at 001. B mentioned that there was extensive back and forth between the attorneys during the May relocation hearing, which included the dog rehoming topic. But those are not in our record.
  50. Unlike March, where there is unmistakable proof that B asked her attorney to convey and offer about the dogs, there is no equivalent May document between B and her attorney. Certainly, it is theoretically possible that B might have intentionally been trying to deprive Mr. Merikle of his beloved dogs in May. But B offered a pretty unassailable counter-argument: if Mr. Merikle had the dogs, her kids could continue to see them, at least on weekends, and why would she traumatize her kids even further by giving the dogs to a stranger and depriving her kids of routine access to their beloved dogs? And B seemed genuinely shocked and disappointed to learn at hearing that Mr. Merikle was unaware of her efforts in May to jettison the dogs.
  51. The May record is less clear than for March (when B clearly communicated to her attorney that Mr. Merikle could take the dogs, but B's counsel elected not to share B's offer in the email with Mr. Merikle's counsel). Still, we find, on our limited record, that the most plausible explanation for the May miscommunication is that B again approached her counsel (which was the only way she was allowed to communicate with Mr. Merikle) about Mr. Merikle taking the dogs, but her counsel never conveyed B's query to Mr. Merikle's counsel, leaving Mr. Merikle in the dark and B unsure what to do.
  52. The case against Ms. Merikle gets stronger later in the year. Given B's dire financial conditions, including losing weight herself and having to go to a food pantry, it was understandable to switch to a cheaper dog food in August. However, had Mr. Merikle been made aware there was a diet issue, we find that he would have readily purchased Mary's food. And unlike March and May, there is no indication that B asked anyone to convey a food-related request to Mr. Merikle. Plus, B started leaving the dogs in the

home for long stretches, which added greatly to their stress. And as Mary’s weight plummeted from the 75 pounds B estimated that Mary weighed in May (exhibit A5 at 001) to the 50 pounds at the end of the year, there is no indication she tried again until December to find alternative care for Mary.

53. “Neglect” is an *objective* inquiry of whether a person has done that which was his or her duty to do. *Neglect*, BLACK’S LAW DICTIONARY (16th ed. 2014). We find that, by keeping Mary and not turning her over to someone, B retained a duty to care for Mary such that Mary did not suffer while on B’s watch. And B did not meet that duty. That is neglect.

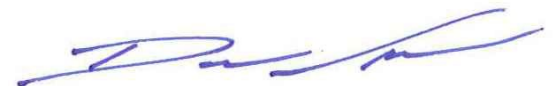
*Excusable Neglect*

54. Normally that would be the end of the analysis—B, by neglect, allowed Mary to suffer. However, B makes a strong case that, given the domestic violence she had experienced and the extreme stress she was under as a result, her neglect was essentially excusable.
55. “Excusable neglect” is neglect caused by an “unexpected or unavoidable hindrance or accident.” *Excusable Neglect*, BLACK’S LAW DICTIONARY (16th ed. 2014). We have never before found that an animal was allowed to suffer neglect and yet overturned a violation. Yet those cases involved a person, under fairly normal circumstances, making a bad choice, like leaving a dog in the car and forgetting to check in as temperatures rose, or unwisely declining an Animal Services officer’s admonishment to seek veterinary care. Domestic violence should be treated as an unexpected hindrance.<sup>2</sup> Having to implement a safety plan should be treated as an unexpected hindrance. Being so stressed out from this that B lost close to 70 pounds herself should be treated as an unexpected hindrance. In the end, due to the extreme circumstances of this case, we find B’s neglect of Mary excusable.

DECISION:

We GRANT Ms. Merikle’s appeal.

ORDERED May 24, 2022.




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David Spohr  
Hearing Examiner

**NOTICE OF RIGHT TO APPEAL**

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 *June 23, 2022*. Either party may appeal this decision by applying for a writ of review in superior court in accordance with chapter 7.16 RCW.

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<sup>2</sup> We know that statistics show that a quarter of women experience domestic violence. *See* <https://ncadv.org/STATISTICS>. But we are not about to normalize that and say that such behavior should not be “unexpected.”

**MINUTES OF THE MAY 10, 2022, HEARING IN THE APPEAL OF  
BERNADETTE MERIKLE, REGIONAL ANIMAL SERVICES OF KING COUNTY  
FILE NO. V22012915-A22000267**

David Spohr was the Hearing Examiner in this matter. Participating in the hearing were Rebecca Smokoska, Robert Merikle, and Bernadette Merikle. 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 Animal Services:

Exhibit no. D1	Regional Animal Services of King County staff report to the Hearing Examiner
Exhibit no. D2	Notice of violation no. V22012915-A22000267, issued February 14, 2022
Exhibit no. D3	NVOC mailing/tracking history
Exhibit no. D4	RASKC investigation report no. A22000267
Exhibit no. D5	Online Complaint form of January 1, 2022, incident by Robert Merikle, dated January 14, 2022
Exhibit no. D6	Veterinary Records for Mary, dated January 8, 2022
Exhibit no. D7	Veterinary Records for Mary, dated April 6, 2022
Exhibit no. D8	Robert Merikle notes regarding Bernadette Merikle’s Appeal
Exhibit no. D9	Emails between Robert Merikle and his Legal Counsel Regarding the dogs
Exhibit no. D10	Order of Protection served to Robert Merikle
Exhibit no. D11	Appeal, received March 10, 2022
Exhibit no. D12	Photograph of Mary prior to December 2020
Exhibit no. D13	Photograph of Mary in January 2022
Exhibit no. D14	Photograph of Barney prior to December 2020
Exhibit no. D15	Blue Buffalo Basics Skin and Stomach Care Price and Nutrition Facts
Exhibit no. D16	Purina Body Condition Scoring System
Exhibit no. D17	Google Map of subject area

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

Exhibit no. A1	GMAIL, Dogs? Feb 22, 2021 (between B and attorney)
Exhibit no. A2	GMAIL, FW: Merikle – Open Items, March 19, 2021, p13 (between B and attorney)
Exhibit no. A3	GMAIL ,FW_Pending Items Response, Dec 20, 2021, p 5 – 6 (between B and attorney)
Exhibit no. A4	B’s Pay Stub, dated April 15, 2022
Exhibit no. A5	DV Helpline request for help
Exhibit no. A6	Guidelines for WA DVPOs
Exhibit no. A7	Domestic Abuse Women's Network letter
Exhibit no. A8	Pets and Domestic Violence pamphlet

May 24, 2022

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

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**CERTIFICATE OF SERVICE**

SUBJECT: Regional Animal Services of King County file no. **V22012915-A22000267**

**BERNADETTE MERIKLE**  
Animal Services Enforcement Appeal

I, Lauren Olson, 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 May 24, 2022.



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Lauren Olson  
Legislative Secretary

**Merikle, Bernadette**  
Hardcopy

**Merikle, Robert**  
Hardcopy

**Smokoska, Rebecca**  
Regional Animal Services of King County