OFFICE OF THE HEARING EXAMINER KING COUNTY, WASHINGTON

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REPORT AND DECISION

SUBJECT: Regional Animal Services of King County file nos. V22013871 and V23013980

NANCY AND ALLYN MURPHY

Animal Services Enforcement Appeal

Activity no.: A22006431

Appellants: Nancy and Allyn Murphy

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King County: Regional Animal Services of King County

represented by Chelsea Eykel

Regional Animal Services of King County

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FINDINGS AND CONCLUSIONS:

Overview

1. Nancy and Allyn Murphy appeal a violation notice for their dog, Gizmo, being a vicious dog at large and an order to remove Gizmo from King County. After hearing witnesses' testimony and observing their demeanor, studying the exhibits admitted into evidence, and considering the parties' arguments and the relevant law, we uphold the violation and the removal order, although we give the Murphys a month to comply.

Background

- 2. The Murphys and Gizmo have a rich and troubling history, as summarized in our three previous analyses.¹
- 3. Animal Services received multiple complaints from their neighbors, Paul Sowa and Rhonda Kolodji-Sowa (the Sowas) about Gizmo biting several of their dogs in March 2018, October 2018, and May 2019. In May 2019, Animal Services issued the Murphys violation notice V19009440 for Gizmo trespassing on private property, qualifying as vicious, and needing to be confined.
- 4. The Murphys timely appealed but then settled their appeal. In July 2019, we issued an order, dismissing the Murphys' appeal. Ex. D25. Once the thirty-day period for appealing our decision to superior court passed, Gizmo's designation as a vicious dog, and the terms of the confinement order the Murphys needed to meet if Gizmo was to remain in King County, became etched in stone.
- 5. In 2022 the Sowas filed more complaints about Gizmo biting another Sowa dog through their common fence in January, trespassing onto their property in mid-April and again attacking one of their dogs, and then trespassing at the end of April (which they videoed).
- 6. Animal Services issued the Murphys a violation notice and a removal order. The Murphys appealed. We went to hearing on June 29.
- 7. Animal Services and all its witnesses appeared on time that day. Mr. Murphy stated at the beginning that he wished to obtain an attorney. As that request came over eight weeks after the Murphys received the violation notice and removal order, over six weeks after they filed their appeal, over four weeks after they accepted the June 29 hearing and we mailed and emailed our hearing notice, two weeks after they received the exhibits, and after all the witnesses had set aside their day to participate in our hearing and then took the time to show up, we denied his request.
- 8. We then took testimony from the witnesses Animal Services presented; we asked them questions and Mr. Murphy asked them questions. After Animal Services rested its case, we again offered the Murphys a chance to present their case. Mr. Murphy restated that he wanted to obtain an attorney and that neither he nor Ms. Murphy would be offering testimony without an attorney. We explained that this would result in the violation notice and removal order being upheld, but that he or his attorney could file a motion for

¹ <a href="https://kingcounty.gov/~/media/independent/hearing-examiner/documents/case-digest/appeals/animal%20enforcement/2022/2022%20Jul/V22013133 V22013134 Murphy.ashx?la=en; https://kingcounty.gov/~/media/independent/hearing-examiner/documents/case-digest/appeals/animal%20enforcement/2022/2022%20Sept/V22013133 V22013134 Murphy.ashx?la=en; https://kingcounty.gov/~/media/independent/hearing-examiner/documents/case-digest/appeals/animal%20enforcement/2022/2022%20Nov/V22013133 V22013134 Murphy Reconsideration.ashx?la=en. We incorporate those decisions, and the record from that hearing, into today's decision.

- reconsideration during the appeal period. The Murphys elected to depart the hearing. We issued a summary order upholding the violation and removal order.
- 9. The Murphys did not actually retain an attorney, but sought reconsideration to nonetheless present their case. We gave the Murphys a second chance.
- 10. We resumed our hearing on August 10. As described in our August 24 decision, Animal Services easily proved (with video showing Gizmo well inside the Sowa property) that on April 30 Gizmo was a vicious animal off his premises and not securely leashed on a line or confined. KCC 11.04.230.I.
- 11. At that hearing the Murphys attempted to challenge whether Gizmo actually qualifies as vicious or not. We noted that their opportunity to follow through with that challenge was in 2019. However, we observed that even if the Murphys had been allowed to collaterally attack Gizmo's 2019 viciousness designation and confinement order in the present appeal, we would have had little trouble, based on our August 2022 record, finding that Gizmo qualified as vicious and needed to be confined.
- 12. We cited to Gizmo's long history of biting and injuring Sowa dogs, seriously tearing up one Sowa dog in March 2018, biting another Sowa dog in October 2018, and biting still another Sowa dog in May 2019. We explained that Gizmo's aggression was not simply limited to dogs, pointing to the credible testimony from two visitors to the Sowa property that Gizmo would repeatedly wait until they put their hand near the gate and then would lunge at their hand, putting his mouth through cattle fencing to get at them.
- 13. We found that Gizmo easily met the criteria for a vicious dog, having performed vicious acts (multiple vicious acts) without legal provocation and constituting a danger (a significant danger). We observed that while Gizmo may be sweet to the Murphys and to others while around the Murphys:
 - the Murphys are in an advanced state of denial, bordering on delusional, about the threat Gizmo poses to those people and animals that Gizmo does not consider friends.
- 14. The Murphy's April 30 failure to comply with the requirement to keep Gizmo contained on their property or leased when off it could have been sufficient to sustain Animal Services' order. KCC 11.04.290.A.3. Yet we observed that we are the most exacting of Animal Services on removal orders, given what is at stake (see our legal standard, below). And given the high scrutiny we apply to removal orders, we noted that we had sometimes been persuaded by a first-time violation of a confinement order, coupled with a no-harm-no-foul argument. During Gizmo's April 30 trespass onto the Sowa property, folks were able to intervene before Gizmo did any harm.
- 15. That left the question of whether Gizmo had earlier in 2022 (January 27 or April 16) violated the confinement order, which would have made April 30 a second violation and resulted in us sustaining Gizmo's removal order. Although Gizmo had broken the plane of the Sowa's fence on January 27, we found January 27 not to be an unambiguous

violation in the same way that April 30 was. And we did not find April 16 to have been a violation. Ultimately it was a close call, but we found that Animal Services had not met its high burden on proving that removal was the most appropriate remedy; instead, we found a more appropriate remedy was to overturn the removal order but ensure the Murphys thereafter kept Gizmo at least five feet from the Sowa's shared fence or gate.

16. Thus, we gave the Murphys a third chance. To avoid no confusion going forward, we clarified that from there on out:

having Gizmo *anywhere near* the slapdash fence at their boundary with the easement or with the [Sowa] property explicitly does *not* qualify as the Murphys "securing" Gizmo in a "suitable" area. The [Sowas] should not have to give up functional use of their property, live in constant fear just because the Murphys have a vicious dog that launches himself at fences, or have to try to make improvements to fence Gizmo out while the Murphys live in a state of denial.

Unless or until the Murphys construct, at their sole expense, something, like a six-foot solid wood fence—and not just some jerry-rigged contraption—along any border they share with the easement or with the Sowas, Gizmo is not to come within five feet of their common border or the easement. If Gizmo does, or if he gets off the property not on a leash, the outcome of the next removal order may very different...

The Murphys dearly seem to value Gizmo, even offering to move rather than give him up. Whatever they need to do, like tether or kennel Gizmo or keep the car windows rolled up so Gizmo cannot jump out, to ensure he stays well within their property, do it now, so we do not find ourselves back here.

- 17. The Murphys did not ask us to reconsider the requirement that they keep Gizmo at least five feet from their common border with the Sowas or the easement.
- 18. Animal Services did move for reconsideration, raising what we deemed a "solid" argument for sustaining the removal order—namely, that Gizmo *had* violated the containment requirements on April 16 because he was not contained behind a locked fence or on a leash (meaning April 30 would have been a second violation of the compliance order, warranting removal). We noted that it was a good point, and not one we had considered in reaching our August decision. The argument gave us pause, and we mulled it over. It was another close call, but ultimately we did not (especially given the high standard for a removal order) find it persuasive enough to overturn the removal order. The Murphy's thus got a fourth chance.
- 19. We closed our September 22 decision by noting that it would be final and conclusive unless appealed to superior court by October 24, unless either party appealed this decision by applying for a writ of review in superior court in accordance with chapter 7.16 RCW. Neither party appealed.

- 20. Three days after the appeal period expired and the requirement for the Murphys to keep Gizmo at least five feet from their common border or the easement became etched in stone, on October 27, 2022, Ms. Kolodji-Sowa filed a complaint for Gizmo once again being at their common fence and fighting with her dogs. Ex. D3. Ms. Kolodji-Sowa also provided videos and a photograph of an injury to her dog. Exs. D4-D6.
- 21. On December 11, 2022, Ms. Kolodji-Sowa filed another complaint for Gizmo yet again being within five feet of the common fence line. Ex. D8. Ms. Kolodji-Sowa also provided videos, one of them showing Gizmo right at the common fence. Exs. D9 and D10.
- 22. On December 15, 2022, Ms. Kolodji-Sowa filed another complaint for Gizmo fence fighting with her dogs, this time at the front gate. Ex. D12. On December 31, Animal Services issued Ms. Murphy a violation notice for Gizmo being a vicious dog at large on December 15. Ex. D13. On February 15, 2023, Animal Services served the Murphys with a removal order for Gizmo. Exs. D15 and D16.
- 23. The Murphys timely appealed. Exs. D20 and D21. We went to hearing on April 11.

Hearing Testimony

Testimony of Aaron Wheatley

- 24. Ofc. Wheatley responded to Ms. Kolodji-Sowa's December 15, 2022, complaint. He contacted Ms. Kolodji-Sowa to obtain photographs. He first contacted the Murphys by telephone. On the phone Ofc. Wheatley explained the allegation to the Murphys. Ofc. Wheatley was told that [Gizmo] does not get out. However, after the Murphys put the phone down, Ofc. Wheatley overheard Mr. Murphy telling Ms. Murphy that [Gizmo] *did* get out on the road, unleashed, in the general timeframe of the complaint, but he did not know the exact date.
- 25. The Murphys believed that if they sent a response to the issued violation notice, it would make it void; Ofc. Wheatley explained that the appeal process did not work like that. Ofc. Wheatley advised the Murphys that he would be issuing a removal order. The Murphys were antagonistic and refused to meet with him to receive the removal order. Ofc. Wheatley issued the removal order by certified mail, regular mail, and posted it to their gate.

Testimony of Jerry Hedal

- 26. Jerry Hedal is the caretaker of the Sowa property, which is currently on the market.
- 27. In January 2023, Mr. Hedal was taking out the garbage when he saw the Murphys drive into their gate and let their dogs run around the car and into the easement; no one was holding any leashes. Around the same time, he saw the Murphy dogs come to the Sowas fence line and run back to the outbuilding.

Testimony of Rhonda Kolodji-Sowa

- 28. Ms. Kolodji-Sowa testified that on October 27, 2022, she was inside her house when she heard a disturbance. She ran to the window and saw Gizmo fence fighting with her dogs. Ms. Kolodji-Sowa went to grab her video camera, but by the time she got there Ms. Murphy was already outside swatting Gizmo with a stick away from the fence line. Animal Services did not issue the Murphys a violation notice, but gave her guidance on installing video cameras for the future.
- 29. On December 11, 2022, Ms. Kolodji-Sowa saw Gizmo come within five feet of the fence line. Ms. Kolodji-Sowa reminded Ms. Murphy that her dogs were not allowed to be within five feet of the fence line. Ms. Murphy ignored her and again let Gizmo walk up to the fence line. Ms. Murphy captured video using her cell phone (exhibit D9).
- 30. On December 15, 2022, Ms. Kolodji-Sowa was outside in the front yard when she heard a commotion coming from the front gate area. Ms. Kolodji-Sowa saw Gizmo fence fighting with her dogs at the easement road gate; Gizmo was unleashed and unmuzzled. Ms. Murphy then ran to the gate, pulled Gizmo off the fence, then let Gizmo go. Ms. Murphy continued to open the (Murphys') front gate. Mr. Murphy was driving and pulled inside as soon as Ms. Murphy opened the (Murphy) gate; Gizmo walked through their gate, unleashed. Ms. Kolodji-Sowa's cameras were not working at the time, so she was unable to capture video footage.

Testimony of Al Murphy

- 31. On December 15, 2022, Al Murphy drove to the end of the property gate and he noticed the Sowa dogs growling and barking at the gate. Ms. Murphy had let their dogs out on the easement, but they were leashed. The Murphy dogs attempted to get to the Sowa's gate, but Ms. Murphy pulled them back. Mr. Murphy testified that their dogs are always leashed, whether it is to get the mail into town or when they open the door. After Mr. Murphy pulled the car into the property Ms. Murphy closed the gate behind them.
- 32. Mr. Murphy argues that the Sowa dogs are always barking and charging at the fence line. Gizmo is the responder, not the aggressor. Mr. Murphy testified that, when on their property, Gizmo spends 99% of his time in the back, in their house, or in the car. Occasionally Ms. Murphy walks them to the front—in the vicinity of the shared fence line—but Ms. Murphy has Gizmo on a leash when she does that.
- 33. Mr. Murphy is retired, and with property and income taxes going up, he cannot afford to pay the hefty fines.

Legal Standards

34. In V22013871, on December 15, 2022, was Gizmo a "vicious animal or animal with vicious propensities that runs at large at any time it is off the owner's premises and not securely leashed on a line or confined and in the control of a person of suitable age and discretion to control or restrain the animal"? KCC 11.04.230.I.

35. In V23013980, is Gizmo's removal from King County appropriate under KCC 11.04.290.A.3, which states:

Failure to comply with any requirement prescribed by the manager [in Animal Services' 2019 order, as amended by our August 2022 decision] 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?

- 36. 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.
- 37. We are the most exacting of Animal Services on removal orders, given what is at stake. *Mathews v. Eldridge*, 424 U.S. 319, 335 (1976) (nature of private interest impacted is factor in determining how much process is due); Exam. R. XII.B.4 (higher standards in proceeding involving divestiture of legally cognizable rights); *Mansour v. King County*, 131 Wn. App. 255, 265, 128 P.3d 1241, 1246 (2006) (in the context of an order removing a dog from King County, "the more important the decision, the higher the burden of proof.") *Repin v. State*, 198 Wn. App. 243, 284, 392 P.3d 1174 (2017) (Fearing, C.J., concurring) (analyzing court decisions recognizing "the bond between animal and human and the intrinsic and an estimable value a companion animal").

<u>Analysis</u>

38. By October 25, 2022 (the day after the window to appeal our final order on the first removal order case shut), Gizmo was allowed to remain in King County only so long as the Murphys met the terms of Animal Services original May 2019 confinement order, and modified in August 2022 to allow the Murphys to retain Gizmo, namely to:

Secure [Gizmo] in a fenced area suitable for the size of [Gizmo] when [Gizmo] is unattended and outside your home. Lock all passages with a padlock to prevent accidental release,

Restrain [Gizmo] using a leash with a collar or harness when taking [Gizmo] off your property. Your leash can extend no longer tha[n] 8' in length. A competent and capable person must handle [Gizmo] at all times when attended outside.

[From August 24, 2022] forward, unless or until the Murphys construct, at their sole expense, something, like a six-foot solid wood fence—and not just some jerry-rigged contraption—along any border they share with the

easement or with the Sowas, Gizmo is not allowed to come within five feet of their common border or the easement.

- 39. The Murphys only made it *two days*. We found persuasive Ms. Kolodji-Sowa's testimony that Gizmo was well within five feet of their common fence line on October 27, fence fighting with her dogs. Ms. Kolodji-Sowa took her video (exhibits D4 and D5) after the Murphy dogs were retreating, but not only do the videos show Gizmo not on a leash, Ms. Murphy does not even have a leash in her hand with which she could have restrained Gizmo. October 27 was a violation of the modified terms of confinement.
- 40. In case there was any question that Ms. Kolodji-Sowa was telling the truth about October 27—and that Mr. Murphy was not when he claimed that Ms. Murphy always has Gizmo on a leash when he is near the common fence line—Ms. Kolodji-Sowa presented irrefutable proof with her December 11 videos. The first shows Gizmo *right at* the common fence line, a clear violation of the modified terms of compliance, with Ms. Murphy calling for them. Ex. 9. The video Ms. Kolodji-Sowa took seconds after that shows that once again Ms. Murphy does not even have a leash in her hand. Ex. 10. December 11 was a second violation of the modified terms of confinement.
- 41. As to December 15, we have two conflicting versions of what happened when the Murphys returned with their car but were still outside their gate, on the easement road, and in the process of opening the Murphys' gate and entering the Murphy property. Both witnesses agree the Murphys let Gizmo out of the car on the easement road before the Murphys opened their gate. The dispute is whether Gizmo was leashed or not. If he was leashed and under competent control to stay at least five feet from the Sowas' gate, it is not a vicious-dog-at-large violation nor a failure to follow the containment requirements; if he was not, it was a violation of both.
- 42. Ms. Kolodji-Sowa testified that Gizmo was unleashed and came up to the Sowa gate before Ms. Murphy ran and pulled him away. Mr. Murphy countered that Ms. Murphy let the dogs out on the road, but had them on a leash, and Ms. Murphy pulled Gizmo back with the leash before Gizmo could get near the Sowa gate.
- 43. We do not find Mr. Murphys' account credible. Again, Mr. Murphy testified under oath that they only walked Gizmo near the common property line on a leash, yet we have videos from October 27 and December 12 showing Ms. Murphy did *not* even have a leash with her. And when the Murphys were unaware that Ofc. Wheatley could hear him, Mr. Murphy admitted that Gizmo had recently been off the property without a leash. Plus (as discussed below) Mr. Hedal described a similar incident a month later where, as the Murphys drove to their gate and attempted to open it, they let their dogs run around on the easement without a leash.
- 44. December 15 was a violation of:
 - the May 2019 containment order that Gizmo only be allowed off the property while on a leash with a collar or harness;

- the modification under which we let Gizmo remain in the County in August 2022, that Gizmo was no longer allowed to come within five feet of their common border with the Sowas or the easement; and
- KCC 11.04.230.I, Gizmo being a vicious animal off the Murphy's premises and not securely leashed on a line or confined and in the control of a person of suitable age and discretion to control or restrain the animal.
- 45. We also found credible Jerry Hedal's testimony about two events he witnessed in January 2023, one when the Murphys let their dogs run around the car while it was on the easement, outside the Murphy gate, and another day when the Murphy dogs were on their property but right at the Sowas' fence line. He did not try to embellish either event or make them out to be alarming or sensational. Yet the easement event violated both the May 2019 leash requirement and the August 2022 modification that Gizmo stay at least five feet from their common border or the easement, and the event with Gizmo at the Sowa fence line violated the August 2022 modification.
- 46. We mull and weigh removal orders extremely carefully. Oftentimes these are close calls, like our 2022 decision and then follow-up order on reconsideration, where we pondered Gizmo's initial order and ultimately overturned it, albeit with clear requirements going forward. The December 15, 2022, violation is more than sufficient, standing alone, to uphold the latest removal order, but *any* of the other four violations of the confinement requirements (an unleashed Gizmo coming within five feet of the common fence line in October, December, and January, and an unleashed Gizmo running around the car on the easement road in January) would have met Animal Services' burden. And the presence of all five violations makes this case a slam dunk. Animal Services easily meets its burden of proving that removal is warranted.
- 47. At our last hearing, Mr. Murphy made a plea that if we upheld Gizmo's removal order, we should give them time to find a new residence they could move to with Gizmo. We will not do that. However, while KCC 11.04.290.A.3 says animals must be removed within two days, and (where we uphold a removal order) we typically give owners two weeks to rehome the animal, in light of the Murphys advanced age we will give them a full month to get Gizmo out of Animal Services' jurisdiction. It obviously does not need to be a permanent home—the Murphys can find a friend or caretaker to hold onto Gizmo temporarily while the Murphys move to a place they can reunite. But within a month Gizmo needs to be gone and stay gone.
- 48. We clarify that removal does not mean Gizmo must be removed entirely from the borders of King County. Where we uphold a removal order, we require the animal only be removed from jurisdictions where the same legal standard applies and where Animal Services (and we as the reviewing tribunal) have authority. Thus, Gizmo need not be removed from all of King County, only from *unincorporated* King County and from the

contract cites listed below.² While the Murphys may decide to just move Gizmo across the river into Pierce County, there are several South King County cities <u>not</u> on that list. Relocating Gizmo to one of those cities would comply with the removal order and would avoid a scenario where Animal Services later seizes Gizmo for violating the removal order.

DECISION:

- 1. We UPHOLD V22013871 (vicious dog at large) and the associated \$1000 penalty. The Murphys may want to try to work out a payment plan with Animal Services.
- 2. We UPHOLD V23013980 (Gizmo's removal order). By **May 22, 2023**, the Murphys shall either:
 - A. Find a potential new owner or caretaker outside of unincorporated King County and outside the cities listed in footnote 2, disclose to that person that Gizmo was ordered removed as a threat to public safety, have that person agree to take Gizmo on, actually get Gizmo out, and provide Animal Services both with proof that this person lives outside unincorporated King County and those contract cities and with the person's contact information, or
 - B. Surrender Gizmo to Animal Services.

If the Murphys successfully meet A. or B., and thereafter do not allow Gizmo to return to unincorporated King County or a contract city listed in footnote 2, the \$1000 penalty attached to the removal order is waived. If not, that \$1000 penalty is reinstated and Animal Services may impound Gizmo as an unredeemable animal.

ORDERED April 20, 2023.

David Spohr

Hearing Examiner

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² In addition to unincorporated King County, the contract cites where the same legal standard applies are currently:

A.	Beaux Arts Village	В.	Bellevue	C.	Black Diamond
D.	Carnation	E.	Clyde Hill	F.	Covington
G.	Duvall	Н.	Enumclaw	I.	Issaquah
J.	Kenmore	K.	Kent	L.	Lake Forest Park
M.	Maple Valley	N.	Mercer Island	O.	Newcastle
P.	North Bend	Q.	Redmond	R.	Sammamish
S.	SeaTac	Т.	Shoreline	U.	Snoqualmie
V.	Tukwila	W.	Woodinville	X.	Yarrow Point

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 *May 22, 2023*. 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 APRIL 7, 2023, HEARING IN THE APPEAL OF NANCY AND ALLYN MURPHY, REGIONAL ANIMAL SERVICES OF KING COUNTY FILE NOS. V22013871 AND V23013980

David Spohr was the Hearing Examiner in this matter. Participating in the hearing were Chelsea Eykel, Rhonda Kolodji-Sowa, Al Murphy, and Aaron Wheatley. 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	RASKC investigation report no. A22005735
Exhibit no. D3	Online Complaint form of October 27, 2022, incident by Rhonda
	Kolodji, dated October 27, 2022
Exhibit no. D4	Video showing Gizmo retreating from the fence
Exhibit no. D5	Video showing Ms. Murphy swat Gizmo
Exhibit no. D6	Photograph of injury to Ms. Kolodji's dog's nose
Exhibit no. D7	RASKC investigation report no. A22006400
Exhibit no. D8	Online Complaint form of December 11, 2022, incident by Rhonda
	Kolodji, dated December 11, 2022
Exhibit no. D9	Video showing Gizmo within the five-foot restriction at the fence
Exhibit no. D10	Video showing Ms. Murphy walking the dogs on the restricted fence line
Exhibit no. D11	RASKC investigation report no. A22006431
Exhibit no. D12	Online Complaint form of December 15, 2022, incident by Rhonda
	Kolodji-Sowa, dated December 15, 2022
Exhibit no. D13	Notice of violation no. V22013871-A22006431, issued December 31,
	2022
Exhibit no. D14	NVOC mailing/tracking history
Exhibit no. D15	Notice and order for removal no. V23013980-A22006431, issued
	February 15, 2023
Exhibit no. D16	NVOC mailing/tracking history, Posting Gate

Exhibit no. D17	NVOC mailing/tracking history, Certified Mail
Exhibit no. D18	NVOC mailing/tracking history, Regular Mail
Exhibit no. D19	Hearing Examiner's Report and Decision V22013133 and V22013134
Exhibit no. D20	Appeal, received January 21, 2023
Exhibit no. D21	Appeal, received February 20, 2023
Exhibit no. D22	Map of subject area

OFFICE OF THE HEARING EXAMINER KING COUNTY, WASHINGTON

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CERTIFICATE OF SERVICE

SUBJECT: Regional Animal Services of King County file nos. V22013871 and V23013980

NANCY AND ALLYN MURPHY

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 April 20, 2023.

Jessica Oscoy Office Manager

Eykel, Chelsea

Regional Animal Services of King County

Hedal, Jerry

Kolodji-Sowa, Rhonda/Paul Hardcopy

Murphy, Nancy and Allyn Hardcopy

Wheatley, Aaron

Regional Animal Services of King County