

TESTIMONY IN SUPPORT OF HB 3141-1

Presented to House Committee on Agriculture and Natural Resource by

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Dear Committee:

We are writing to testify in support of House Bill 3141 and the dash-1 amendment relating to the pet leasing/renting practice in Oregon. As attorneys representing consumers in disputes with pet leasing/renting entities on a pro bono basis, we are familiar with common practices in this industry. We are increasingly concerned that consumers in Oregon doing business with these entities are faced with a lack of proper disclosure of information relating to their transactions with these entities, including a total lack of information relating to the sourcing and medical history of the animals they are leasing, the legal implications of the leasing entity's legal ownership of the animals, and information relating to any veterinary care to be provided for the animals, including veterinary decision-making policies. As such, we support the measures that include the leasing/renting entities within the existing framework of puppy mill laws in Oregon, which may address some of these concerns.

The specific issues we have encountered with consumers include:

Sourcing of Animals: Leasing companies generally represent to the public that all of their animals are sourced from rescue organizations, when we believe that they are also sourced from breeders. Consumers have also leased pets without disclosure of genetic and medical conditions.

Medical Records and Veterinary Care: Consumers are not given sufficient information about their animals' medical treatment or needs to allow them to assist in providing proper care for the animals at home. Consumers are generally not provided with any medical records or a sufficient description of treatment provided by the leasing company's veterinarians. Animals are often sent home with medications but no proper guidance on administering such medication. Finally, consumers are frequently not given follow-up appointments, and leasing companies are negligent in making sure animals receive follow-up care.

Retaining/Assuming Ownership: Consumers often enter into transactions with leasing companies with the misconception that they are the true legal owners of the animals. They do not understand that this is a leasing transaction and the leasing company maintains total control over the animal's treatment and end-of-life decisions.

¹ Kevin Eckhardt is an attorney with Hunton & Williams LLP. Although Hunton & Williams LLP has represented consumers in legal disputes with pet leasing companies on a pro bono basis, this testimony is being provided by Mr. Eckhardt individually and not on behalf of Hunton & Williams LLP, and does not necessarily reflect the views or position of Hunton & Williams LLP.