



LATE TESTIMONY

Hawaiian Humane Society People for animals. Animals for people.

2700 Waiālae Avenue Honolulu, Hawaii 96826
808.946.2187 • hawaiianhumane.org

To: Honorable Chairs Keith-Agaran and Herkes
and Committee Members

Committees on Judiciary and Consumer Protection
February 15, 2012, 2:00 pm, Room 325

Submitted by: Natalie Lukashevsky, Community Outreach Coordinator
Hawaiian Humane Society, nlukashevsky@hawaiianhumane.org

Date: February 15, 2012

RE: **Support HB 2161 HD 1;
Relating to Dogs- Dog Purchaser Protection**

Dear Honorable Chairs Keith-Agaran, Herkes and Committee Members,

The Hawaiian Humane Society supports HB 2161 HD 1 to further protect animals as well as consumers. In an attempt to hold pet sellers responsible, 20 states have passed similar consumer protection laws.

Thank you for the opportunity to present to the committee and we respectfully ask for your support of this measure.

Testimony for HB2161 on 2/15/2012 2:00:00 PM

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mailinglist@capitol.hawaii.gov [mailinglist@capitol.hawaii.gov]

Sent: Wednesday, February 15, 2012 1:44 PM

To: CPCtestimony

Cc: Shelbshotmail22@gmail.com

Categories: Red Category

Testimony for CPC/JUD 2/15/2012 2:00:00 PM HB2161

Conference room: 325

Testifier position: Support

Testifier will be present: Yes

Submitted by: Shelbie Pang

Organization: Individual

E-mail: Shelbshotmail22@gmail.com

Submitted on: 2/15/2012

Comments:

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The Pet Hale opposes HB2161 HD1, as it currently reads.

We, at *The Pet Hale* offer a health warranty, free with any puppy purchase, and have offered it since opening in June, 2011. We believe in honest protection for both consumer and retailer, but feel that this bill is unrealistic when it comes to the timeframes stated therein.

Prior to coming to our store, our pups are vet-checked (for both health and appearance); given their first set of shots and de-wormed. They do not come to our store if they are not deemed healthy by a licensed vet. Currently, *The Pet Hale*, offers a warranty, provided by and paid by us, to each customer who purchases a puppy. Our warranty, through Household Pet Protection, offers a one-year warranty for \$1,000 or the purchase price of the pup, whichever is higher. We also offer a free initial vet check, within seven days of purchase to put this warranty into affect. If, during this initial vet check, or within seven days of purchase, a pup is found by a vet to be "unfit for purchase," then the pup may be returned and the purchaser receives a full refund. In addition, we offer an extended warranty, good for 4 additional years (5 years total) and good for \$2,000. This is available to our customers, at time of purchase, for an additional 10% of the purchase price of the pup. These warranties are in place to cover genetic or congenital conditions, should they surface after the first seven days. We feel that we offer a fair and reputable deal to our valued customers.

In section -2 (b), it's stated, "...physical examination within twenty-one business days prior to the date of sale ...", we feel that this particular phrase is unnecessary. Although very few pups would ever stay in a store for more than 21 days and since all pups will be vet-checked before being placed in a store, if a pup is not symptomatic, there is no need for another vet exam at that time. Assuming the pups have not left the store and have not been in direct contact with any other dogs, there would be no need for another vet check. We feel that an initial vet check, keeping the pups clean and healthy in the store, and the pups showing no signs of illness that require veterinary care, should be acceptable.

In section -3 (a), "... if within twenty-one business days after the date of sale, ...", we feel that this is an unreasonable amount of time. That means, if a dog was purchased on a Friday, after 5:00 p.m., that the buyer would, in actuality, have 32 days to claim that a pup was unfit for purchase! There are no diseases with an incubation period that long! Not only would a vet be unable to state that the dog contracted such illness from the seller, but the buyer may be extremely irate when they feel that this bill tricked them into believing that they would receive compensation for that long period of time. Once the pup leaves the store, the owner must accept responsibility for anything to which they expose their new pup.

Also stated in section -3, "... or within twenty-four months after the date of sale, ...", and (1) and (2), it's stated, "... return the dog to the seller ...", we disagree that this is a reasonable length of time. We feel that dogs, like all living beings, will require vet care from time to time. Assuming there is a warranty, such as ours, in place, that would be compensation for the purchaser of the dog. The dog should be examined by a licensed

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veterinarian within 7 days of purchase and the pups health should then become the responsibility of the purchaser, in accordance with the warranty received by the seller. Not only is it unfair to a seller to be required to accept the return of a 2 year old dog, but it is EXTREMELY traumatic to the dog since the purchaser would be his/her family.

In conclusion, we at *The Pet Hale*, feel that mandating a warranty, such as the one we offer our customers is reasonable and practical. We, however, do NOT agree with the timeframes imposed on HB 2161 HD1. Without further amending, we oppose this bill.

Respectfully submitted,

Ricky and Debbie Baker
Owner Members
The Pet Hale

Opposition to HB2161

Ricky Baker [rabakerhawaii@msn.com]

Sent: Wednesday, February 15, 2012 9:48 AM**To:** CPCtestimony**Categories:** Red Category**LATE TESTIMONY**

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Respectfully submitted,

Ricky and Debbie Baker
Owner Members
The Pet Hale

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Koolau Pets Inc.
46-056 Kamehameha Hwy.
Kaneohe, HI 96744
Ph: 235-6477/Fax: 235-6479
Email:koolaupets@yahoo.com

February 15, 2012
RE: HB2161, HD1 HSCR283-12

OPPOSE

We agree where a consumer should have some type of protection, but with what the committee has amended, there are some concerns. We have been working with a veterinarian for 20 years and we have always provided Medical Records with Doctors notes from physical examination, vaccinations, fecal check, worming or any other type of medication that is given to pets before sale as well as any other physical problems that may be noticed at time of examination. Therefore, we feel we don't have to go as far as a health certificate. The consumer also gets a complimentary vet visit after purchase within 3 days (give or take a few days) of purchase.

Stated in (2) the issue of giving out breeder information is still left to the fact that people are entitled to their privacy unless we absolutely have to give out that information. That is why we keep our records, so if need be, we can contact them.

The 21 day period to "which the purchaser of a dog may exercise specified remedies if determined to be unfit for sale due to disease, deformity, physical condition, or illness" is too long. Incubation periods are usually from 10-14 days. I believe 7 days would be recommended. We thoroughly oppose the 2 year warranty. This is too long a period of time. Do you think anyone would want to return their dog after having it even after a year? There are different ways to handle this with each situation that arises. We should have rights too. What if they have been battling an issue from the time they purchased the puppy to say a year? We would feel taken advantage of. We're supposed to be responsible for all bills incurred up to 3 times the amount of the dog? That is insane! We feel it is the consumers' responsibility to let us know right away if they are dealing with an issue that maybe we could've come to some type of decision early on.

- It would save us a lot of money to pay for veterinary costs incurred up until that point.
- It would save the consumer a lot of pain and heartache as well as money taking care of this pet.
- We would be able to either return to breeder or even find a home where the person is aware of the issues and is willing to take on that responsibility.

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For congenital/hereditary conditions we can:

- Educate and encourage research on breed they are interested in,
- Put in writing (contract) what exactly the risks or “problems” that are associated with the breed so that we are protected as well.

Dogs and Cats are pets, companions. Not something you can just return because it doesn't work. That is not what pets are for. They are family members and would care for them just like anyone else. There are programs out there that offer pet insurance, much like health insurance for a person.

Mahalo,
The Furtado's and Koolau Pets Staff

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HAWAIIAN KENNEL CLUB (A.K.C. Member)

February 15, 2012

Re: HB2161 Hearing

Dear Committee Members,

We strongly oppose this bill because of the following provisions:

- Prohibits the selling of any dog determined by a veterinarian to be “unfit for purchase”
This term is not defined, so it is unknown which conditions may render any animal unfit or on what criteria a veterinarian will base their examination.
What veterinarian qualifies to do so? Most are not breeding experts.
- Requires an annual veterinary examination:
- Questionable. We have some of the finest Vets in the nation and probably the highest number per capita. However, there are still those that an annual Vet exam is meaningless.
- Requires Breeders of ten or more puppies per year to abide by these rules.
How would that be monitored and enforced?
- Requires breeders to meet specified remedies for “twenty-four months if unfitness is due to a congenital or hereditary defect.” Very difficult to assess since situations can be the result of environmental factors for which the Buyer, rather than the seller, would be the most in control of.

Furthermore, the bills lacks any provision for enforcement of these requirements and provides findings that are contrary to the findings of the Hawaii Auditor’s Office in their report of October 2011.

Yours truly,

Gerri Cadiz, HKC President
40A Kai One Place
Kailua, HI 96734
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gcadiz@hawaii.rr.com

HAWAIIAN DOG FANCIERS GUIDELINES FOR RESPONSIBLE BREEDERS

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The Public Education Coordinators representing the breed, all-breed, and obedience clubs of Hawaii have compiled the following guidelines for breeders in the hopes that prospective breeders will study the guidelines and set standards for their breeding programs that will produce healthy, well-adjusted puppies, representative of their breed.

We also hope it will be a tool for puppy buyers to use to ask pertinent questions and to evaluate their expectations of the puppy they hope to obtain.

All dogs shall be kept under sanitary conditions and shall be given maximum health protection through regular veterinary care, inoculations, adequate exercise, and proper nutrition. Dogs shall be provided with a safe and secure environment at all times.

All breeders shall keep accurate and complete personal records of breedings, litters, pedigrees, and puppy owners' names, addresses, and phone numbers.

All puppies leaving the breeder's possession shall be a minimum of seven (7) weeks of age.

All breeders of purebred dogs shall breed to conform to the American Kennel Club's Standard of Excellence for their breed, and only from quality, healthy stock. Breeders will screen for inherited diseases as known in their breed.

Breeders shall provide the puppy buyer with written details of feeding, general care, dates, and types of inoculations and wormings, grooming instructions, training resources, etc., and be available to offer future advice as needed.

All dogs will be sold with written contracts with specifications, guarantees, or restrictions. The contract will ensure that the breeder will be contacted if an owner can no longer keep the dog at any time in the dog's life and that the breeder will find a new home for the dog.

All puppies not of show or breeding quality will be sold on a spay/neuter contract with an AKC Limited Registration.

Bitches will not be bred before or after such age as is customary for their breed as outlined by the Parent Club's guidelines. Only healthy, mature dogs will be bred and the breeder will allow proper, healthful spacing between litters.

Breeders will permit stud service only to quality, healthy bitches, appropriately screened for inherited diseases; owned by individuals who give satisfactory evidence that they will give these puppies proper care and attention and who are in agreement with these guidelines for responsible breeders.

Prospective buyers should be screened as thoroughly as possible to determine their desire and ultimate intent for each puppy or dog, and also for their interest and ability to provide a safe, adequate and loving home for each puppy or dog acquired.

All dogs will be provided with appropriate socialization and training to become good companion animals.

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All dog owners and breeders will obey all laws and ordinances of the community pertaining to dogs.

Any advertising oral or written shall be factual and not worded so as to attract undesirable buyers or encourage the raising of purebred dogs for profit.

Dog Buyers:

Always buy directly from a reputable breeder.

Look at the dam and sire before choosing a puppy.

Look at the conditions under which the pup was raised.

Ask for OFA#, eye certification, and shot records.

Ask for pedigree (at least three generations).

Research the breed standard. You're investing in a lifetime companion. Know what you're buying.

Be prepared to properly house, feed, train, and groom your new pet.

Read the Hawaiian Dog Fanciers Guidelines for Responsible Breeders.

AKC registration papers mean that the sire and dam of the puppies are registered with AKC. The papers DO NOT guarantee the quality of the puppies or that they will be free of genetic defects or other health problems. However, the pedigree does give some indication of quality. Ch. before the dog's name indicate that it is a champion which means that it has been shown in competition with other dogs of its breed and that at least three AKC judges have found it a worthy representative of its breed.

Web site: www.akc.org