

March 1, 2019

**Statement of
Katherine M. Throckmorton, Advisory Council Member, Connecticut Votes for Animals
in Support of SB-594 An
Act Prohibiting the Use of Certain Contracts for the Sale or Lease of Cats and Dogs
Joint Committee on the Environment March 1, 2019**

Co-Chair Cohen, Co-Chair Demicco, Vice Chair Kushner, Vice Chair Gresko, Ranking Member Miner, Ranking Member Harding, and Honorable Members of the Environment Committee:

Connecticut Votes for Animals represents 3,000 residents across the state and its members have expressed strong opposition to lease or other contracts allowing for repossession of pets. Accordingly, CVA strongly supports (Committee) SB-594 An Act Prohibiting the use of Certain Contracts for the Sale or Lease of Cats and Dogs.

I am a licensed attorney with experience in loans and leasing. The financing arrangements offered by pet stores prey on both the consumer and the animal and have absolutely no place in this arena.

- Leasing allows companies to charge what would be considered an exorbitant rate of interest had the contract instead been structured as a loan.
- A final lump payment due at the end of the lease must be paid before ownership of the leased item, in this case an animal, is transferred to the purchaser. Few, if any consumers understand that. So, while the animal is becoming a loving member of the family, and they are paying all costs associated with pet ownership including medical, *the pet store and/or respective financing company claim(s) ownership of the animal until the last dime is paid under the contract.*
- As a result of this, and *any* financing arrangement were a seller retains ownership or a security interest in the pet, the seller or its finance company is entitled to take back or “repossess” the pet any time the purchaser fails to make a payment.

This is a practice aimed to line the pockets of puppy mill breeders, pet stores and finance companies by tugging at the heartstrings of consumers who may not otherwise be able to purchase a pedigreed animal.¹ By dangling low monthly payments, the buyer loses sight of the overall cost of the arrangement and is likely oblivious to the actual ownership rights or the seller’s ability to repossess the family pet. Even more deceitful is that these pet stores and financing companies don’t actually want the animal back -- they use that well-loved and adored pet as a powerful and unconscionable club to wield over a consumer who may just be realizing the cost of this arrangement. And if the animal is repossessed? More than likely it is sent to a shelter, or worse yet euthanized, when it could have had a real home, but for the financial antics.

It’s happening in Connecticut² and should be outlawed before it grows. Nevada, California and New York have banned the practice and other states, including New Jersey are following suit. No one wins here – the consumer is duped and an innocent animal becomes a pawn with even

¹ <http://longisland.news12.com/story/38824809/baldwin-family-accuses-pet-lending-company-of-scam-threats>

² <https://www.cbsnews.com/news/animal-lovers-decry-pet-leasing-contracts/>

more to lose. New York, where the most recent law is now in effect, has recognized that any arrangement where a pet may be repossessed is unlawful. I thank the Committee for considering this very important bill and urge it to consider an amendment to the language as now drafted to prohibit the possibility of animals being repossessed under *any* financing arrangement.

Respectfully submitted,

Katherine M. Throckmorton