

LETTER FROM THE EDITOR

"My dog is worried about the economy because Alpo is up to \$3.00 a can. That's almost \$21.00 in dog money." -Joe Weinstein

The American Pet Products Association recently estimated that pet owners spent \$60.59 billion on their pets in 2015, an increase of approximately 25 percent from five years ago. Basic annual expenses per household pet were projected to reach \$1,641.00 in 2015. Increasing pet (and home) ownership and marketing efforts relating to the pet insurance industry have resulted in a \$721 million insurance industry, reflecting a 12.6% in growth in 2015, over 2014. See Dan Cook, "Big Growth Expected for Pet Insurance," April 24, 2015, available at <http://www.benefitspro.com/2015/04/24/big-growth-expected-for-pet-insurance>. The growth of this industry has raised interesting questions regarding policies applicable to pets ranging from Rin Tin Tin to Grumpy Cat to American Pharaoh.

In this edition of FirstLook, we will explore issues relating to insurance policies available to insure the family pet. Devon J. Stewart will explore the policies available to man's best friends (and/or man's best felines). Like all policies, the coverage issues can be complex based on the factual circumstances presented and have exclusions that should be carefully analyzed when a coverage question arises.

Second, Melanie Norris will explore canine liability exclusions present in homeowners' policies. She will examine the various coverages provided for bodily injury and property damage caused by family pets, recent exclusions developed to limit those coverages, and breed specific clauses which can preclude coverage for certain breeds of animals.

Finally, Bridget Cohee will explore the quantification of damages when the family pet experiences injury or death at the hands of a negligent party. Her article discusses the majority and minority approaches of quantifying these terrible losses and recent developments in this area of the law.

Given the prominence of the family pet in American life and the rising rates of pet ownership, the intersection between insurance issues and Fido are inevitable. Knowledge regarding available policies, their coverages and applicable exclusions is critical in determining whether coverage extends to the family pet or damages stemming from the pet's activities. If you have any concerns regarding the application of policy language to an unusual claim, don't hesitate to contact any member of our First Party Team.

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This newsletter is a periodic publication of Steptoe & Johnson PLLC's First Party Team and should not be construed as legal advice or legal opinion on any specific facts or circumstances. The contents are intended for general information purposes only, and you are urged to consult your own lawyer concerning your own situation and any specific legal questions you may have. For further information, please contact a member of the First Party Team. This is an advertisement.



Overview of Pet Insurance Policy Coverage Options: When Spot Needs Covered

By: Devon J. Stewart

Household pets can be like another member of the family. Just looking into Spot's big brown eyes may give you a sense of connection similar to the feelings you share with your human loved ones. You can sense joy, anxiety, boredom and, yes, you may even feel their pain. Our pets can be as clumsy as their owners, and they are not immune to accidents. Unlike their human counterparts, animals cannot tell their owners what hurts. When your usual remedies won't do the trick, you may find yourself taking an unplanned visit to your local veterinarian. Pets are not covered by our human health insurance policies, and you quickly find that the costs of veterinary care can rival human health care costs. What insurance options do you have to help cover those veterinary costs?

In response to rising costs of veterinary care, the United States pet insurance market is expanding. This is welcome news to pet owners seeking coverage options from pet insurance providers. Providers on the market include: Embrace Pet Insurance, Hartville Group, Healthy Paws Pet Insurance, PetFirst Healthcare, PetHealth Inc., PetPartners, Petplan USA, Pets Best Insurance, Veterinary Pet Insurance and Trupanion Pet Insurance. Under these plans, the insured pays an annual or monthly premium, and the insurers offer benefits to offset reasonable veterinary costs. Like health insurance, there are policy deductibles, and some policies require co-payments. The policies cover accidental injuries, illnesses, or both. Unique to pets, some policies may offer coverage for behavioral issues. Premiums depend upon breed and age, deductible, and coverage options.

Pet insurance policies contain typical exclusions for pre-existing conditions, intentional acts, or procedures that are not medically necessary. Embrace Pet Insurance, for example, excludes cosmetic procedures such as tail docking, ear cropping, and dew claw removal.¹ Perhaps due to premium cost-sensitivity, many pet insurance policies contain limitations unfamiliar to the human health insurance context. For example, some policies restrict or exclude coverage for hereditary and congenital conditions, prosthetic limbs, mobility aids, breeding, whelping, pregnancy, and organ transplants. Policies may also exclude coverage for owner-caused conditions, such injuries or illnesses resulting from fighting, racing, cruelty, or neglect.

This means that pet owners can enjoy insurance coverage for some of the most common pet injuries and illnesses. The ASPCA Pet Health Insurance "Level 1" policy provides some examples of coverage for "Injuries," which include broken bones, cuts, swallowed objects, bite wounds, burns, car accidents, and toxic ingestions. A "Level 2" policy adds coverage for "Illnesses," which include cancer, upset stomach, diabetes, ear infections, skin irritations, urinary tract infections, and respiratory infections. A "Level 3" policy ("Advanced Care") covers hereditary conditions, congenital conditions, alternative therapies and behavioral issues.²

The important takeaway point is that coverage options, benefits, and exclusions vary widely. QuickCare Gold, for example, does not cover illness claims for Chinese shar-peis or their crossbreeds.³ To make sure a policy meets your needs and those of your pets, you should study the policy language carefully to determine whether policy benefits and exclusions give you coverage for the risks you are seeking to insure.

¹Embrace Pet Insurance, <http://www.embracepetinsurance.com/coverage/not-covered>, last accessed Jan. 29, 2016.

²ASPCA Pet Health Insurance, <https://www.aspcapetinsurance.com/Pet-Insurance-Plans/>, last accessed Jan. 29, 2016.

³Consumer Reports, Is Pet Insurance Worth the Cost?, Sept. 2010, <http://www.consumerreports.org/cro/2010/09/is-pet-insurance-worth-the-cost/index.htm>, last accessed Jan. 29, 2016.



When Man's Best Friend Bites Back: An Overview of Canine Liability Exclusions in Homeowners' Policies

By: Melanie Norris

Based on a recent survey, there are an estimated 83.3 million dogs owned as pets in the United States.¹ While dog is generally considered man's best friend, unfortunate incidents do occur. According to the Centers for Disease Control and Prevention, approximately 4.5 million dog bites occur each year in the United States, of which 885,000 require medical attention, with children being half of those affected.² Over fifty percent of dog bite injuries occur at home with dogs that are familiar to the victim.³

So when a beloved pet bites a family member, friend, neighbor, or stranger, who pays for the damages? And, who defends the pet owner if a lawsuit is filed? Traditionally, the pet owner would turn the claim over to his or her homeowner's insurance carrier, seeking a defense and coverage. According to the Insurance Information Institute, dog bites and other dog-related injuries accounted for more than one-third of all homeowners liability claim dollars that were paid out in 2014—a cost of more than \$530 million dollars.⁴ The average cost paid per dog bite claim nationwide in 2014 was \$32,072.00.⁵

Given the overwhelming volume and high cost of dog bite claims, the insurance industry has understandably sought to limit its exposure to such claims in more recent years.⁶ In 2011, the Homeowners Program of Insurance Services Office, Inc. (ISO) introduced a Canine Liability Exclusion Endorsement, Form HO 24 77, designed to exclude liability for a dog owned by or in the care of an insured. The Schedule requires the specific canine to be identified by name and description on the Endorsement which excludes from Coverage E – Personal Liability and Coverage F – Medical Payments to Others, any bodily injury of property damage arising from "direct physical contact with [the] canine described in the Schedule that is owned by or in the care, custody or control of an 'insured.'"⁷

Similar policy language or endorsements excluding liability coverage for canine-related claims have become increasingly more common. Some insurance carriers are now requiring existing insureds who are dog owners to sign liability waivers for dog bite claims.⁸ Other carriers are either charging higher premiums for “at risk” breeds, or using endorsements that exclude liability and medical payments coverage entirely for specific breeds of dogs or specific dogs owned by the insured.⁹ Some carriers will agree to issue liability insurance if the dog owner demonstrates that the dog has had behavioral classes or is properly restrained.¹⁰

The rules on which dogs an insurance carrier will cover and which they will seek to exclude vary amongst carriers. However, there are some specific breeds that routinely appear on the list of breeds to be entirely excluded from personal liability coverage. Those breeds include: Pit Bulls, Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds, Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, Siberian Huskies, and Wolf-hybrids.¹¹

Various canine specific exclusions have been challenged in court and upheld. In *Nationwide Mut. Fire Ins. Co. v. Creech*,¹² a carrier filed a declaratory judgment action seeking a determination that it had no obligation to provide coverage under a homeowners’ policy for bodily injuries inflicted by the insured homeowners’ pet German Shepherd on their young niece during a visit to the home. The homeowners’ policy provided liability coverage for all “damages the insured is legally obligated to pay due to bodily injury or property damage,” subject to several exclusions, including: “Coverage E – Personal Liability, and Coverage F – Medical Payments to Others, do not apply to bodily injury or property damage ... caused by any of the following animals owned by or in the care of an insured ... (6) Any non-licensed dog.” Pursuant to an Ordinance in the County in which the homeowners resided, dog licenses were renewed annually on or before the last day of the month in which the dog’s rabies vaccination expired. It was undisputed that the German Shepherd had not received its last annual rabies vaccination, and therefore, the carrier contended that the dog was “non-licensed” and the exclusion applied. The Court agreed, concluding that pursuant to the applicable Ordinance, dogs that did not receive yearly rabies vaccinations were not properly licensed. Therefore, the Court held that the homeowners’ dog was “non-licensed” and pursuant to the policy exclusion, the injuries caused by the homeowner’s dog were not covered under the policy.¹³

*Caron v. Horace Mann Ins. Co.*¹⁴ dealt with a policy that excluded coverage for specific breeds and provided only a reduced amount of liability coverage for all other dogs. In *Caron*, the insured purchased a homeowner’s insurance policy with \$500,000.00 of personal liability coverage. During the application process, the agent asked the insured if she owned certain specific breeds of dogs, to which the insured responded “No.” The insured advised that she did, however, own an American Bull Dog. When the insured received the full policy, she “skimmed” through it. The policy contained an “Animal Liability Endorsement,” limiting coverage to \$25,000.00 for claims arising from animal bites, and completely precluding coverage for bites by certain listed breeds of dogs. An American Bull Dog was not on the list of excluded breeds.¹⁵

A few months later, Scott Caron was bitten in the face by the insured’s dog. Caron filed suit against the insured and a jury awarded Caron \$250,559.96. The carrier paid \$25,000.00 of the judgment pursuant to the Animal Liability Endorsement. Caron settled his claim against the insured, which included Caron becoming an assignee of any potential claims by the insured against the carrier. Caron thereafter sued the carrier directly, alleging that there was a mutual mistake as to the application of the endorsement. Both the insured and the agent testified that they thought there was personal liability coverage for the American Bull Dog up to the policy limits of \$500,000.00.¹⁶

Upon review of the endorsement, the Court concluded that the policy, as written, clearly limited coverage for dog bite claims arising from a bite by the insured’s owned dog to \$25,000.00. Despite the fact that both the insured and agent believed that the full liability limits applied to the insured’s dog, there was nothing in the record reflecting that the agent and insured had ever specifically discussed dog bite liability coverage, nor had the agent ever conveyed her misunderstanding of the coverage to the insured. Therefore, the Court enforced the Animal Liability Endorsement, holding that the “written policy indisputably limited liability coverage for claims stemming from a bite by the [the insured’s] dog to \$25,000, and nothing in the record ‘fully, clearly, and decisively’ demonstrates that this amount of coverage fails to reflect a previous agreement between the parties to the policy.”¹⁷

Similarly, in *Am. Strategic Ins. Corp. v. Clark*,¹⁸ the insured homeowner’s Pit Bull bit his neighbor on the hand when the neighbor came to the insured’s aid and assisted him in ending a fight that had ensued between the insured’s dog and another Pit Bull. After the neighbor was bitten, she asked the insured several times to confirm whether his dog “had its shots,” but the insured left the scene and did not return. The neighbor’s injury was treated, but because she could not confirm whether the dog had current vaccinations, the neighbor underwent treatment to prevent her from contracting rabies. Thereafter, the neighbor developed an infection from the treatment. The neighbor sued the homeowner for failure to control his Pit Bull, and for failure to inform her whether the dog had been vaccinated.

The homeowners’ policy excluded coverage for damages caused by animals, but the insured homeowner had purchased an animal liability endorsement which provided coverage for “loss caused by animals” that he “owned or kept.” The expanded coverage, however, specifically excluded coverage for certain breeds of dogs, including Pit Bulls. The Court found the exclusion within the expanded animal liability endorsement to be clear and unambiguous such that it prohibited coverage for the injuries caused by the dog bite. The Court also held that the additional negligence claims brought by the neighbor were also “caused by” the dog bite and directly related to the homeowner’s negligence in failing to control his dog. As such, the neighbor’s ancillary claims were likewise properly excluded from coverage.¹⁹

Given that the trend towards limiting liability exposure from canine (and other animal) claims, the body of case law interpreting and applying such exclusions will continue to expand. Based on the opinions discussed above, it appears that the courts will view and treat animal liability exclusions as they would any other exclusionary language within a policy of insurance. So long as the policy language is clear and unambiguous, the courts will uphold the policy language contractually limiting liability exposure for injuries inflicted by canines or other excluded pets.

¹See <http://www.iii.org/issue-update/dog-bite-liability>, citing to American Pet Products Association’s 2013-2014 National Pet Owners Survey.

²See *id.*; see also <http://www.cdc.gov/features/dog-bite-prevention/>.

³See *id.*

⁴See <http://www.iii.org/issue-update/dog-bite-liability>.

⁵See *id.*

⁶It has long been common for homeowner policy forms to exclude coverage for property damage to the insured's dwelling caused by a dog (or other animal) owned by the insured. The Homeowners Program of Insurance Services Office, Inc. (ISO) Homeowners 3 – Special Form excludes damage to Coverage A-Dwelling or Coverage B – Other Structures if the loss is caused by "animals owned or kept by an 'insured'". See HO 00 03 10 00. Such exclusions have been found unambiguous and enforceable as to damage caused by a wide variety of animals. See, e.g., *Smith v. State Farm Fire & Casualty Co.*, 381 So. 2d 913, 1980 La. App. LEXIS 3611 (La.App. 3 Cir. 1980), wherein the Court held that a farmer was not entitled to property damage coverage for damage caused when his cow fell through the cover into a swimming pool. The Court found that the policy unequivocally excluded from dwelling coverage loss caused by "birds, vermin, rodents, insects or domestic animals." The Court concluded that "domestic animals", as distinguished from wild animals, embraces animals such as horses, cattle, sheep, dogs, etc., such that the property damage caused by a cow was excluded from the dwelling coverage. See also *Bjuran v. State Farm Fire & Cas. Co.*, 969 F. Supp. 2d 1283, 2013 U.S. Dist. LEXIS 122535, 2013 WL 4591111 (D. Or. 2013), wherein the owners of a rental property sought to recover for damage to the property caused by a tenant who had kept 95 cats in the dwelling. The policy excluded "loss to the property . . . either consisting of, or directly and immediately caused by . . . birds, vermin, rodents, insects or domestic animals." The Court held in favor of the insurer, finding that the policy did not cover the damage caused by the tenant's 95 cats and concluding that the exclusionary language applied to all of the cats, including the feral cats kept by the tenant.

⁷See HO 24 77.

⁸See <http://www.iii.org/issue-update/dog-bite-liability>.

⁹See *id.*

¹⁰See *id.*

¹¹See <http://www.forbes.com/sites/cateyhill/2012/05/30/11-riskiest-dog-breeds-for-homeowners-and-renters/>.

¹²431 F. Supp. 2d 710, 2006 U.S. Dist. LEXIS 31877 (E.D. Ky. 2006)

¹³431 F. Supp. 2d at 717-18.

¹⁴466 Mass. 218, 993 N.E.2d 708, 2013 Mass. LEXIS 690, 2013 WL 4017302 (Mass. 2013).

¹⁵*Id.* at 220.

¹⁶*Id.* at 220.

¹⁷*Id.* at 225.

¹⁸2013 Ariz. App. Unpub. LEXIS 1398, 2013 WL 6726264 (Ariz. Ct. App. 2013)

¹⁹2013 Ariz. App. Unpub. LEXIS 1398 at *13-14.



An Overview of the Quantification and Recovery of Animal-Related Losses By: Bridget M. Cohee¹

The oft-heard expression "a dog is man's best friend" is attributed to Frederick II, King of Prussia, in 1789 and was popularized in a poem published by Ogden Nash in 1821. Given the origins of the phrase, its frequent use in modern times demonstrates its staying power and the shared experience behind the sentiment. Ask almost any pet owner, and they will agree that the companionship and affection of a pet is beyond value. Case law and legislative activity involving pets and other domesticated animals have naturally become a part of our jurisprudence. The American Bar Association created an Animal Law Committee in 2004 and, in 2015, The West Virginia State Bar created the state's first Animal Law Committee, joining many other states where sections devoted to Animal Law have been organized in recent years. This legal trend reflects the importance companion animals play in American society. As a result, when a pet is injured by the negligent act of a third party, damages are recoverable, within limits.

There are two approaches regarding recovery for the negligent injury or death to one's pet or domesticated animal: The majority of jurisdictions classify pets and other animals strictly as personal property, limiting recovery to the quantifiable commercial value of the animal. See, e.g., *Kaufman v. Langhofer*, 223 Ariz. 249, 222 P.3d 272, 279 (Ariz.Ct.App.2009) (holding that "we are unwilling to expand Arizona common law to allow a plaintiff to recover emotional distress or loss of companionship damages for a pet negligently injured or killed"); *Nichols v. Sukaro Kennels*, 555 N.W.2d 689, 691–92 (Iowa 1996) (electing to follow majority of jurisdictions in denying recovery for mental distress); *Koester v. VCA Animal Hosp.*, 244 Mich.App. 173, 624 N.W.2d 209, 211–12 (2000) (declining to recognize cause of action); *Fackler v. Genetzky*, 257 Neb. 130, 595 N.W.2d 884, 892 (1999) (denying recovery for emotional damages for death of animal); and *Jason v. Parks*, 224 A.D.2d 494, 638 N.Y.S.2d 170, 170 (N.Y.App.Div.1996) (same). The second line of cases allows for the recovery of non-economic damages, based upon the recognition of the special bond between people and their pets. The minority allows for an award of non-economic damages based upon sentimental value, pain and suffering, and emotional damages. See, e.g., *Campbell v. Animal Quarantine Station*, 63 Haw. 557, 632 P.2d 1066 (1981) (allowing damages for injured feelings and mental distress suffered through loss of family dog as a result of the negligent conduct of a state agency); *Knowles Animal Hosp., Inc. v. Wills*, 360 So. 2d 37 (Fla. Dist. Ct. App. 1978) (allowing mental pain and suffering of pet owners in action against veterinarian); *Peloquin v. Calcasieu Parish Police Jury*, 367 So. 2d 1246 (La. Ct. App. 1979) (allowing damages for mental anguish, inconvenience, and humiliation).

Practically speaking, the difference between the two views regarding the quantification of animal-related losses can make the difference of tens of thousands of dollars. Where monetary awards for emotional distress and pain and suffering could enter five-digit figures, the actual commercial value of a common household pet is likely less than few hundred dollars. See *Oberschlake v. Veterinary Assoc. Animal Hosp.*, 2003-Ohio-917, ¶ 9, 151 Ohio App. 3d 741, 743, 785 N.E.2d 811, 813 (Due to this standard, damages will seldom be awarded for the loss of a family pet, since pets have little or no market value).

In West Virginia, the Supreme Court of Appeals of West Virginia decided the issue in *Carbasha v. Musulin*, wherein the Court addressed the proper measure of damages for the loss of a family dog hit by an admittedly negligent driver. 217 W. Va. 359, 618 S.E.2d 368 (2005). The Court rejected the contention that the pet's value should be determined based upon the relationship of the pet and its owner and limited recovery to the dog's fair market value, denying the plaintiff recovery for sentimental value, mental suffering, and emotional distress. *Id.* at 361-62. The Court reasoned that since dogs are classified as personal property and taxed as such in the State of West Virginia, accordingly, damages recoverable are limited to the fair market value. *Id.* at 362.

Neighboring states Ohio, Kentucky, and Pennsylvania likewise declined to extend recovery to noneconomic losses. In Ohio, in *Strawser v. Wright*, a purchaser of a puppy who died allegedly as a result of not receiving proper vaccination sought damages for negligent infliction of emotional distress. The Court held that under the law of Ohio, a dog is regarded as the property of its owner, and Ohio law is clear in not permitting recovery for serious emotional distress which is caused when one witnesses the negligent injury of one's property. 80 Ohio App. 3d 751, 754-55 (1992). See also *Oberschlake*, at 785 (Ohio does not recognize noneconomic damages for injury to companion animals).

The Superior Court of Pennsylvania held a pet dog is personal property, and the adequate measure of damages is the value of the property prior to its destruction, rejecting the contention that the dog instead should be classified as "unique chattel" for which additional recovery could be made. *Daughen v. Fox*, 372 Pa. Super. 405, 418, 539 A.2d 858, 864 (1988). The court also rejected a claim for loss of companionship for the death of the animal. *Id.* Kentucky, too, has denied recovery under loss of consortium claims based upon the loss of a family pet, finding a dog is property, not a family member and the loss of love and affection resulting from the loss or destruction of personal property is not compensable. *Ammon v. Welty*, 113 S.W.3d 185, 187-88 (Ky. Ct. App. 2002).

Numerous opinions note the extreme sentimental value we often attribute to our pets, while declining to extend recovery to noneconomic losses. As the Supreme Court of Virginia explained:

It is beyond debate that animals, particularly dogs and cats, when kept as pets and companions, occupy a position in human affections far removed from livestock. Especially in the case of owners who are disabled, aged or lonely, an emotional bond may exist with a pet resembling that between parent and child, and the loss of such an animal may give rise to grief approaching that attending the loss of a family member. The fact remains, however, that the law in Virginia, as in most states that have decided the question, regards animals, however beloved, as personal property.

Kondaurov v. Kerdasha, 271 Va. 646, 657, 629 S.E.2d 181, 186-87 (2006).

The practical effect of the market value standard results in recovery that is nominal at best, even with instances of injury to exotic animals and with veterinary malpractice. In the case of specialized service animals and exotic pets, damages are still measured as to the economic value of the animal. See, e.g., *McDonald v. Ohio State Univ. Veterinary Hosp.* (1994), 67 Ohio Misc.2d 40, 644 N.E.2d 750 (plaintiff awarded \$5,000.00 in damages for German Shepherd pedigree dog who was paralyzed as the result of the admitted malpractice of a veterinary hospital); *Louisville & Nashville R.R. Co. v. Watson*, 94 So. 551, 554 (Ala. 1922) (finding that consideration of dog's special qualities is proper in determining dog's market value); *Stettner v. Graubard*, 368 N.Y.S.2d 683, 685 (Town Ct. 1975) ("[R]elevant factors to be considered...include the dog's age, health, breed, training, usefulness and any special traits or characteristics of value. Sentiment, however, may not be considered since that often is as much a measure of the owner's heart as it is the dog's worth").

In addition to the market value of the animal, however, *Burgess v. Shampooch Pet Indus., Inc.*, held that reasonable and necessary veterinary expenses incurred in restoring the dog to its former health were properly included in the correct measure of damages. 35 Kan. App. 2d 458, 131 P.3d 1248 (2006). It is likely that veterinary expenses, if allowed, would result in a greater sum than the market value of even a specialized pet.

Finally, in the case of negligence resulting from veterinary malpractice, recovery is typically limited to the personal property values of the animal as discussed above. See *Daughen*, at 864 (limiting recovery to market value when dog died after veterinarian gave surgery to the wrong dog after mixing up x-rays). See also *Oberschlake*, at 785 (denying non-economic damages after veterinarian attempted to spay an already-spayed dog).

While the market value approach is well-established, the trend of increased attention to animal rights and the organization of animal law as a specialized section of the law portend the possibility of increased recovery for negligent injury or death to family pets. In that regard, in the most recent opinion quantifying animal loss from the West Virginia Supreme Court of Appeals, while the majority followed precedent, the dissent urged the Court to change the law and permit pet owners to recover emotional distress damages. Justice Starcher wrote in the dissenting opinion, "Today, 63% of all American households have one pet, 45% have more than one. In fact, there are more pets in America than there are citizens (360 million pets, 290 million people). Americans will spend upwards of \$36 billion pampering those pets this year, an amount nearly equal to the amount Americans spend on toys and candy combined. . . . Beyond question, many Americans love their cats, their dogs, their birds, as well as they love their children. But like the children of the pre-industrial revolution, the majority opinion chooses to categorize those pets as nothing more than chattel." *Carbasha*, 217 W. Va. at 363, 618 S.E.2d at 372 (Starcher, J., dissenting).

As many a pet owner will attest, no monetary value will replace the loss of such a beloved family member.

¹Original authorship credit to Attorney Tessa Bowers, judicial clerk and former Steptoe & Johnson associate.

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