Walsh, Barnes, Collis & Zumpella, P.C.

We are a full-service Civil Litigation Defense firm serving Western/Central Pennsylvania and West Virginia June 2019

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Walsh, Barnes, Collis & Zumpella, P.C. represents insurance carriers, their insureds, and corporations in actions encompassing the entire civil litigation spectrum. We provide defense of wrongful death and personal injury claims in addition to property losses resulting from:

- **Automobile and Tractor Trailer Accidents**
- **Catastrophic Fire Losses**
- **Construction Accidents**
- **Employment Practices Liability**
- **Executive Liability**
- **Insurance Coverage**
- **Premises Liability**
- **Product Liability**
- **Professional Liability**

IN THIS ISSUE:

Eastern District of Pennsylvania Addresses What Constitutes Implied Permission to Operate a Motor Vehicle

In *Myers v. GEICO Casualty Company*, 2019 WL 175126 (E.D.Pa. 2019), the Eastern District of Pennsylvania addressed the issue of coverage under a personal auto liability policy with respect to implied permission to use a covered auto, and found that no implied permission existed.

Henry Bond and Jasmine Tucker co-owned a passenger vehicle. Bond and Tatiana Chapman attended a family reunion in Philadelphia. Chapman left something behind in Bond's car. Chapman asked Bond for the keys to retrieve the item and he complied. When Chapman returned to the vehicle, she decided to move the vehicle to a closer parking space and collided with a van driven by Louis Myers, who was severely injured.

Myers filed suit against Chapman, Bond and Tucker. The liability insurer, GEICO, conducted an investigation, which included interviews of Bond, Tucker, and Chapman. In sum, the investigation determined that neither Bond nor Tucker gave Chapman express permission to operate the vehicle; however, Chapman believed she was allowed to move the car.

GEICO tendered the $15,000 policy limit to Myers in exchange for a release of the claims against Bond (Tucker was also dismissed from the case). GEICO denied coverage to Chapman and Chapman gave Myers a consent judgment for $1.5 Million and an assignment of her rights against GEICO. Myers filed suit against GEICO for bad faith.

The District Court concluded that Chapman was not entitled to coverage under the insurance policy as she had not demonstrated that she was using the Bond/Tucker vehicle with permission.

The court observed that "implied permission can arise from the parties' relationship or a course of conduct in which the parties have mutually acquiesced. Such permission requires more than mere sufferance or tolerance without taking steps to prevent the use of the automobile, and permission cannot be implied from possession and use of the automobile without the knowledge of the named insured. The critical question was whether the named insured said or did something that warranted the belief that the ensuing use was with his consent. There must be a connection made with the named insured's own conduct; proof of acts, circumstances, and facts, such as the continued use of the car, will be insufficient unless they attach themselves in some ways to the acts of the named insured." (*citations omitted*).

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Eastern District of Pennsylvania Addresses What Constitutes Implied Permission to Operate a Motor Vehicle

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The court found that Chapman's assertions that she did not think that she was not allowed to move the car to a closer parking space and she did not think that she was doing anything wrong in moving the car failed to establish that she had implied permission as Bond did not say or do anything that warranted Chapman, an unlicensed driver, to have those beliefs.

The District Court also addressed the issue of whether an insurer is required to defend someone it has determined is not an insured even after a third-party has alleged in the lawsuit that the person is insured. The court observed that the Pennsylvania Supreme Court had not addressed this issue and predicted that the Supreme Court would hold that an insurer is not required to defend someone it has determined is not an insured under the insurance policy even if a subsequent third-party complaint suggests that the person is an insured. The court noted that Pennsylvania courts have made clear the duty to defend stems directly from the insurance policy and should not apply where there is no possibility of coverage. The court rejected the idea that the manner in which the complaint frames the request for damages should control the coverage question.

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"Bare Bones" Pleading Insufficient to Establish Bad Faith on UM Case

Recently, in *Lauren Antidormi Moran v. United Services Automobile Association,* No. 3:18-CV-2085, the United States District Court for the Middle District of Pennsylvania, interpreting Pennsylvania law, determined that a plaintiff must plead factual allegations which support a claim for bad faith, and that simple disagreement over the value of a claim or a "low ball" offer does not constitute bad faith.

The Plaintiff, Lauren Moran, sustained injuries in an automobile accident with an uninsured motorist. She sought to recover for her injuries under an Uninsured/Underinsured policy with defendant, United Services Automobile Association (USAA). Ms. Moran contended that she would require surgery for her injuries, and would be out of work for several months. USAA initially offered Ms. Moran $6,000.00, but then a little over a week later raised this offer to $10,000.00 without any additional evidence. Ms. Moran rejected this offer and filed a bad faith claim. After Ms. Moran filed her initial Complaint, USAA sought dismissal of her bad faith claim on the basis that it was unsupported by the facts pled. She was permitted to amend her Complaint.

After review of her Amended Complaint, the Court again determined that Ms. Moran had again failed to plead facts sufficient to support a bad faith claim. The Court applied the *Terletsky* Test, which was created by the Pennsylvania Superior Court in the case of *Terletsky v. Prudential Prop. & Cas. Co.,* 649 A.2d 280 (Pa.Super. 1994). The Test states that in order to sustain a bad faith claim, a plaintiff must present clear and convincing evidence that (1) that the insurer did not have a reasonable basis for denying benefits under the policy and (2) that the insurer knew of or recklessly disregarded its lack of a reasonable basis. The court then determined that Ms. Moran's averments were nothing more than bare-bones conclusory allegations not sufficient to support a bad faith claim. Essentially, the Court found that Ms. Moran failed to state why USAA's actions were unreasonable.

In her Amended Complaint, Ms. Moran listed reasons why her claim exceeded USAA's offer of $10,000.00. The Court found that disagreement over the value of a case does not alone create a bad faith claim. The court reiterated longstanding Pennsylvania law that an insurer offering a "low-ball" offer in a range it has valued a case does not commit bad faith. As such, Ms. Moran's bad faith claim was dismissed with prejudice.

Eastern District of Pennsylvania Enforces an Entrustment Exclusion in Commercial Property Insurance Policy

In *KA Together, Inc. v. Aspen Specialty Insurance Company*, Civil Action No. 18-142 (E.D.Pa. 2019), the Eastern District of Pennsylvania addressed the application of an "entrustment exclusion" in a first-party property insurance policy in the context of a water damage claim resulting from two occupants of a third-floor apartment of a commercial property in Upper Darby, Pennsylvania.

The property was a mixed commercial and residential building that had a business operating out of the storefront and second floor and an apartment on the third floor. The insured employed a property manager for the property. The apartment was leased to two tenants.

The tenants sublet the apartment without the owner's knowledge and consent. The property manager went to the apartment and found two occupants living in the apartment. The property manager told the occupants that the sublease was invalid and they needed to vacate the apartment. The property manager allowed the occupants to remain in the apartment for an additional 24 days in response to several requests for additional time to vacate the apartment. After the apartment was vacated, the property manager received a call from the commercial tenant and informed that water was flooding the store as well as the office on the second floor. The property manager went to the apartment and found three sources of water running with the drains blocked. The property manager filed an incident report with the local police and an insurance claim.

The insured argued the claim was covered as an act of vandalism; however, the claim was denied based on the entrustment exclusion in the insurance policy on the grounds that the property manager had entrusted the apartment to the subletting occupants and that this entrustment caused the property loss.

The entrustment exclusion stated "we will not pay for loss or damage caused by resulting from any of the following: …Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (included leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose: (1) Acting alone or in collusion with others; or (2) Whether or not occurring during the hours of employment. This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) not covered."

The District Court enforced the exclusion and denial of coverage.

The court rejected the argument that the exclusion was ambiguous because the insurance policy did not define the term "entrust" - - a commonly-used term that has an accepted and ordinary meeting of "to confer a trust on," or "to commit to another with confidence".

The court observed that the purpose of an entrustment exclusion is to exclude from the risk undertaken by the insurer those losses that arise from the misplaced confidence of the insured in those to whom it entrusts property. The court concluded that the exclusion broadly applied to include the dishonest or criminal acts of tenants.

The court concluded the insurer met its burden of proving the entrustment exclusion applied to bar coverage for the claim because the property manager entrusted the apartment to the occupants as the property manager knew the occupants had been given keys to the apartment, he never attempted to retrieve the keys or change the locks, and he allowed the occupants unsupervised access to the apartment for the duration of their stay. The property manager's misplaced confidence in the occupants was causally connected to the damage that occurred at the property. Had the property manager not allowed the occupants to reside in the apartment, the occupants would not have had the opportunity to flood the apartment and cause the water damage.

A Plaintiff's Ability to Avoid Filing a Certificate of Merit in Pleading Negligent Hiring/Supervision Claims Against a Hospital or Nursing Home

The intent of the Pennsylvania Rules of Civil Procedure applicable to a Certificate Of Merit ("COM"), Pa.R.C.P. 1042.1 et seq., is to "weed out" those professional liability actions without merit at the initiation of litigation. This early termination is opposed to actions languishing until summary judgment and wasting resources of the parties and the court. In short, within 60 days of filing a complaint, plaintiff is forced to engage an expert to learn whether there is "reasonable probability" that the care and treatment at issue was below the applicable standard(s) of care. Provided such an opinion is secured, plaintiff files a COM and defendant's obligation to respond to a complaint is triggered. However, as determined by the trial court in *Joyner v. St. Luke's University Health Network, Inc., et al.*, 2018 WL 7062974 (Pa.Com. Pl. Lehigh Co. 2018), a plaintiff is not necessarily obligated to file a COM where a negligent hiring/supervision claim is alleged against a hospital. Arguably, the rationale of this decision extends to a nursing home defending a similar claim. The *Joyner* court emphasized that in determining the need for a COM, the focus is whether the complaint involves allegations that a licensed professional deviated from an acceptable professional standard.

In *Joyner*, plaintiff alleged she was sexually assaulted by a hospital employee. The amended complaint asserted claims of negligent hiring, supervision and training against the hospital. The hospital proceeded as though plaintiff was pursuing a professional liability against it and, as plaintiff did not file a COM, sought a judgment of non pros or judgment in its favor for plaintiff's failure to continue her case. Thereafter, the issue came before the trial court in response to plaintiff's motion to determine the necessity of a COM and the hospital's preliminary objections. In granting plaintiff's motion and overruling the hospital's objections, the court decided the amended complaint was "based upon general negligence principles in both form and substance."

Determining that plaintiff may proceed without filing a COM, the court stated: "[p]laintiff's claim against [the hospital] does not raise questions of medical judgment, allege substandard medical treatment or allege that [the hospital's] actions fell below a professional or medical standard. A jury can determine whether [the hospital] breached its duty to properly hire, supervise and train its employees without any need for professional expertise."

In arriving at this decision, the court examined *Smith v. Friends Hosp.*, 928 A.2d 1072 (Pa.Super. 2007) where the Superior Court held that a patient alleging corporate negligence and negligent supervision claims arising from an allegation of sexual assault and beating by hospital employees was not required to file a COM.

From the defense perspective, for those nursing home cases alleging abuse, to the extent a COM is not filed contemporaneously with the complaint, it should not be assumed that a plaintiff is pursuing a professional negligence action. Instead, the allegations of the complaint should be examined to see if they raise questions that a defendant's conduct fell below a professional standard. If the allegations do not involve professional negligence, there may not be the early, screening benefit that a COM provides to ensure a plaintiff's claim has reasonable merit from the outset. Additionally, this strategy of avoiding a COM allows a plaintiff the option to initiate litigation without the expense associated with the early retention and review by an expert. While the circumstances encountered in the *Joyner* and *Smith* cases are somewhat uncommon, they warrant observation given the ability of a plaintiff to avoid the COM rules by pleading only ordinary negligence claims when her claim arises from abuse.

General Contractor Has No Duty to a Subcontractor's Employees Unless the General Contractor Retained Control or a Right of Supervision Over the Performance of the Work

In *Baird v. Smiley¸ 169 A.3d 120* (Pa. Super. 2017) a subcontractor's employee brought an action against the general contractor, subcontractor and truss manufacturer based upon multiple liability theories after he was injured when the roof trusses for a barn he was working on collapsed at a construction site. The trial court granted the general contractor's motion for nonsuit following Plaintiffs' case in chief. The plaintiffs appealed. The Superior Court affirmed and noted that a general contractor does not have a duty to a subcontractor's employee unless the general contractor retained control or a right of supervision over the performance of the work. A right of supervision means that a subcontractor is not entirely free to do the work in his own way. The Court noted that a general contractor could delegate safety responsibility to a subcontractor even if such a responsibility was initially placed upon the general contractor. The Superior Court found that there was no evidence that the general contractor had controlled the manner in which the subcontractor supervised or installed the trusses supplied by the manufacturer. It noted that the general contractor delegated the task of constructing and supplying labor for the barn project to the subcontractor. The general contractor never went to the job site and made no attempt to supervise the manner or method in which the subcontractor did its work. Finally, the evidence showed the subcontractor had supervised the safety of those at the work site throughout the installation of the trusses, was more familiar with the safety risks, had been provided bracing instructions for the trusses and failed to follow the bracing instructions. The Court held that the fact that the general contractor was told to hire an engineer to design an installation plan for the trusses did not preclude the general contractor from delegating site safety and construction to the subcontractor.

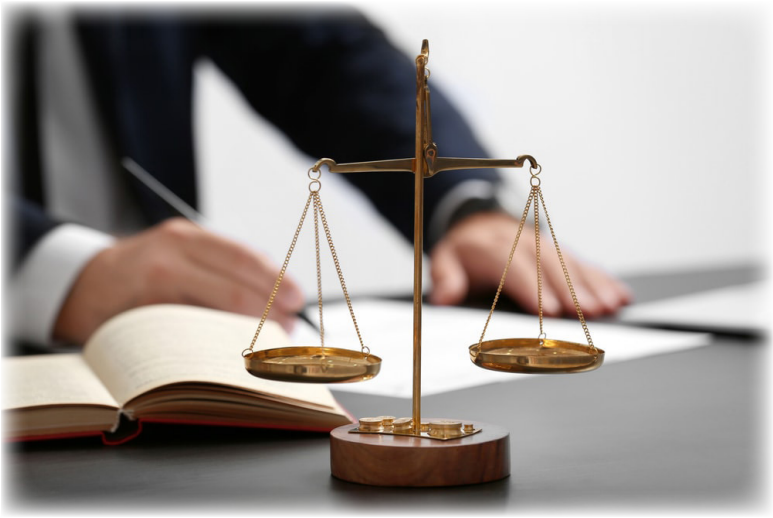
Applying the holding in the above case, when analyzing a case involving allegations against a general contractor for construction injuries it is important to look at:

1. **Obligations set forth in the contract;**
2. **Obligations delegated to subcontractors by:**
    a. Written contract;
    b. Verbal Instruction; and,
    c. Delegation shown through actual conduct in performing the work.
3. **The extent of involvement of the general contractor on the project, including:**
    a. Actual presence on site;
    b. Whether the general contractor has directed the subcontractor on how the work must be performed;
    c. How much supervision the general contractor provides over the subcontractor's work; and,
    d. The nature of the supervision provided by the general contractor;
    e. The control exerted by the general contractor over the subcontractor.

Workers' Compensation – May 2019

In *Van Leer v. Workers' Compensation Appeal Board (Hudson), 204 A.3d 558* (Pa. Cmwlth. 2019), the Commonwealth Court addressed an exception to coverage under the Workers' Compensation Act for employees engaged in domestic service.

The employee, Ms. Van Leer, worked as a caretaker for a woman with dementia, Ms. Hudson, who was also the employer. Van Leer's job duties were to stay overnight with Hudson at Hudson's home, and make sure Hudson did not fall, get hurt, or leave the house. More specifically, Van Leer oversaw Hudson getting ready for bed, made sure she went to sleep, and would then stay awake all night to ensure Hudson did not leave. Van Leer did not provide medical care, but did ensure Hudson took her medication.



On the night of the injury, Van Leer tripped and fell down the stairs in Hudson's home. She suffered a broken nose, damaged teeth, lacerations, aggravation of pre-existing arthritis, and a concussion. She filed a claim for workers' compensation benefits, which Hudson denied on the basis of the domestic service exception. The exception provides that any person who is engaged in domestic service is not covered by the Act unless the employer, prior to the injury, elected to come within the provisions of the Act. Hudson had not made such an election, so the issue before the court was whether Van Leer's job qualified as domestic service.

The Commonwealth Court canvassed prior decisions from 1939 to 2009, and ultimately concluded the domestic service exception applied and Van Leer was not entitled to benefits under the Act. In the 1939 case, a woman hired as a companion was within the exception. In a 1942 case, a gardener for an estate was a domestic servant within the exception. In a 1988 case, the claimant was hired to care for an invalid confined to a wheelchair, and her duties included giving medication, and assisting the invalid with activities of daily living such as eating, bathing, and getting dressed. In this latter case, the court determined the claimant's duties were akin to those of a nurse's aide and did not involve household duties; this claimant did not fall within the exception and was entitled to benefits under the Act. In a 1993 case, a claimant who performed babysitting was within the exception.

Comparing these prior cases with the *Van Leer* facts, the court held Van Leer's duties were more like those of a gardener, companion, or babysitter rather than a nurse's aide. Further, Van Leer's activities were to serve the needs of the household, and this factor supported application of the domestic service exception.

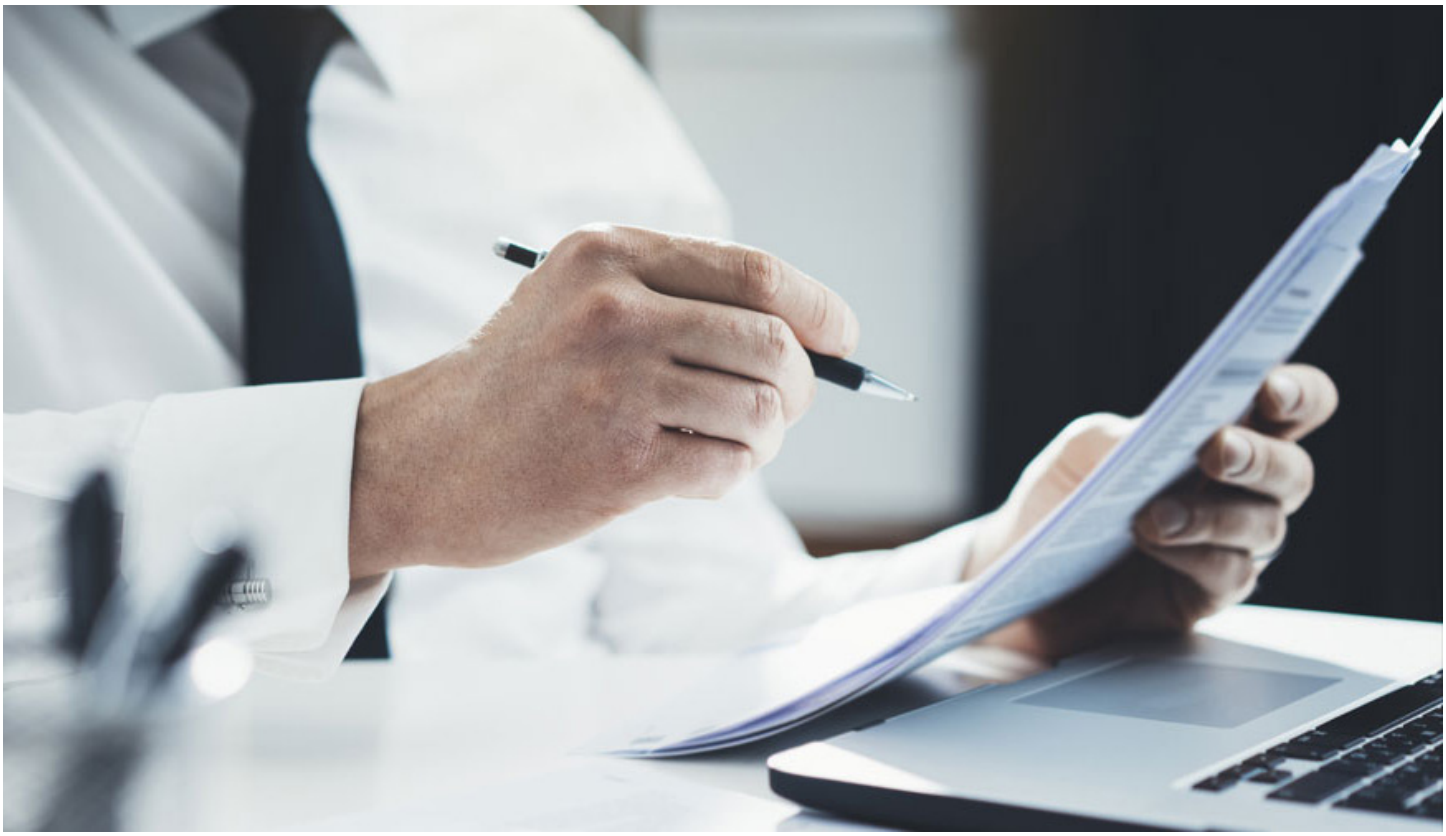
An Employer Can Be Liable When its Employees are Harassed by Customers/Vendors.

In *Hewitt v. BS Transportation of Illinois, LLC*, 355 F.Supp.3d 227 (E.D. Pa. 2019), the plaintiff delivered freight for his employer, BS Transportation (BST). As part of his job, he loaded fuel at a Sunoco location. While doing so, an employee of Sunoco sexually harassed him by making sexual comments and hand gestures. The plaintiff asked the Sunoco employee to stop. The harassment escalated to brushing up against the plaintiff to make body contact, and culminated in the Sunoco employee grabbing the plaintiff's buttocks and shoving him against a truck while asking if he liked it. The plaintiff complained to a Sunoco supervisor, who stated he would take care of it. The plaintiff's supervisor at BST then contacted the plaintiff, advised that Sunoco would handle the matter, and asked that the plaintiff not say anything more about it.

After about a month, however, the Sunoco employee renewed the harassing behavior with hand gestures and comments, which were observed by the Sunoco supervisor. The Sunoco employee also asked the plaintiff why he had reported him, and threatened to bring a gun to the Sunoco workplace. The plaintiff again reported the conduct to BST, and contended that no one did anything to address the situation.

The plaintiff sued BST and Sunoco for sex discrimination, retaliation, and aiding and abetting, alleging claims under Title VII and the Pennsylvania Human Relations Act (PHRA). He also sued the Sunoco supervisor for aiding and abetting under the PHRA. The court held Sunoco was not a proper defendant because it had no employment relationship with the plaintiff. The court also held that Sunoco and the Sunoco supervisor were not liable under the PHRA for aiding and abetting; the court determined Sunoco could not share the discriminatory intent of BST. As to BST, the court held it could not be liable under an aiding and abetting theory, as it could not aid and abet its own unlawful conduct. The plaintiff's supervisor, however, was potentially liable under the PHRA for aiding and abetting, as the plaintiff adequately alleged his supervisor knew of the harassing conduct that created a hostile work environment, and failed to take prompt remedial action.

The case is noteworthy because the liability is premised on BST's failure to take sufficient measures to eliminate harassment at Sunoco, and its failure to adequately address harassing behavior by a non-employee. Because the plaintiff reported the harassment to BST, and BST did not take prompt remedial action to prevent the harassment, BST was potentially liable for sex discrimination under Title VII, and the plaintiff's supervisor was potentially liable for aiding and abetting under the PHRA.



Announcements

■ **Paul J. Walsh III, Adam M. Barnes,** and **Gina M. Zumpella** have been named 2019 Pennsylvania Superlawyers, a list comprised of the Top 5 Percent of Attorneys in Pennsylvania.

■ In March 2019, **Gina Zumpella** served as a panelist for "Skills Training: Compulsory Arbitrations" presented by the Allegheny County Bar Association.

■ **John Polena** recently authored the 2018 Edition of Pennsylvania Negligence published by George T. Bisel Company.

■ In April 2019, **Gina Zumpella** served on a panel at a CLE in conjunction with various Pennsylvania Superior Court Judges entitled "How To Take an Appeal to the Superior Court" presented by the Allegheny County Civil Litigation Council.

Results

■ In April 2019 **John Polena** successfully had an appeal to the Superior Court quashed on the basis it was an interlocutory order that could not be appealed involving a political subdivision's dismissal on Preliminary Objections based upon the Political Subdivision Tort Claims Act.

■ In March 2019, **Gina Zumpella** obtained summary judgement in Blair County wherein Plaintiff claimed that she tripped and fell outside of a Petco store located in a shopping center owned by the Insured.

■ In February 2019, **Adam Barnes** obtained summary judgment in Cambria County based upon the application of the "Hills and Ridges" doctrine in a case involving a slip and fall in a parking lot during an active snow storm. The undisputed evidence was that over 10 inches of snow fell over a 12 hour period of time. The court recognized that as a matter of law the owner of the property had a reasonable period of time after the storm ended to address the snow and ice conditions and as such, it did not breach a duty of care to the plaintiff by not performing snow and ice removal activities during the storm.

■ In March 2019, **Gina Zumpella** successfully obtained voluntary dismissal from a negligence lawsuit involving injuries caused by a slip and fall as the client was not the entity responsible for maintaining the area in question.

■ **Adam Barnes** recently had a summary judgment ruling issued in favor of an insurance carrier client in a declaratory judgment action filed Cabell County, West Virginia affirmed on appeal by the West Virginia Supreme Court of Appeals. The policyholder, the general contractor for the construction of a shopping center, sought coverage for a lawsuit filed against it by the property owner alleging defects in the ground preparation of several store locations, which resulted in movement at various locations within the plaza and damage to building structures and other improvements. The property owner sought millions of dollars for cost of repairs, lost rent for vacated tenancies, and reputational damages. The Supreme Court of Appeals affirmed that the client owed no duty to defend or indemnify the policyholder based the Contractual Liability exclusion of the CGL and Umbrella policies.

Results (continued on next page)

Results (continued)

■ In April 2019, **Gina Zumpella** successfully tendered the defense of a landlord to a tenant based upon a contractual agreement for maintaining a bench on the premises that the Plaintiff fell from. The Plaintiff in the case suffered an ankle fracture requiring several surgeries.

■ In May 2019, **John Polena** obtained a voluntary dismissal of an emergency phone manufacturer involving a case for personal injuries due to an elevator entrapment where it was alleged the emergency phone was defective and did not operate.

■ In May 2019, **Adam Barnes** successfully defended the granting of Preliminary Objections in favor of a condominium association president in an appeal filed with the Commonwealth Court of Pennsylvania. The case arose out of a collection action filed by a condominium association against a condominium owner over unpaid assessments and fees. The condominium owner appealed the Magisterial District's award in favor of the condominium association and joined as additional defendants to the lawsuit the client as well as the condominium association's counsel and the property manager for the association to assert claims for abuse of process, tortious interference with contractual rights, conversion, and civil conspiracy. The Preliminary Objections challenged the merits of a Third Amended Joinder Complaint and Fourth Amended Joinder Complaint filed by the condominium owner. The trial court sustained the Preliminary Objections to both pleadings on the grounds that the pleadings failed to state claims upon which relief could be granted, and these rulings were affirmed on appeal.

■ In February 2019, **John Polena** had Preliminary Objections sustained based upon the Political Subdivision Tort Claims Act resulting in the dismissal of a county sewage council regarding tort claims filed by a property owner due to sewage runoff on their property.

■ In March 2019, **John O'Brien** obtained a defense verdict in an Arbitration Case arising out of a motor vehicle accident involving our client and Plaintiff Bus Company.

■ In May 2019**, Matthew Hronas** received a defense verdict on a premises liability claim brought against our client. Our client sold gently used items. The plaintiff sat in a chair put out on display, which he claimed collapsed, injuring him. Suit was filed by plaintiff and his wife, wherein plaintiff claimed that our client negligently put out a damaged and defective chair.

■ In March 2019, **Gina Zumpella** successfully obtained summary judgment in a premises liability claim brought against our clients. The plaintiff was injured when an explosion in a fire pit caused a piece of metal to strike his eye which resulted in loss of partial vision and several surgeries. Suit was brought against our clients, the owners of the property where the fire pit was located and their son. Plaintiff claimed that our clients failed to properly inspect the fire pit for explosive containers prior to a fire being lit in it. Summary judgment was granted when the court agreed that plaintiff had assumed the risk of standing near a fire where he knew explosive containers were located.

■ **Gretchen Fitzer and John Polena** recently obtained summary judgment on behalf of a holding company in a case involving a parking lot attendant that slipped and fell in a parking lot due to hydraulic fluid that had accumulated on the floor due to an allegedly defective hydraulic car lift.

■ In May 2019, **Adam Barnes** obtained summary judgment in case pending in Fayette County, arising out of a residential fire that started in the clients' home that allegedly resulted in damage to Plaintiff's neighboring home. The State Fire Marshal concluded the cause of the fire was undetermined. Plaintiff failed to offer any evidence to create a genuine issue of material fact that the fire began as a result of the clients' negligent conduct.

■ In February 2019, **Susan Kostkas** successfully obtained summary judgment on behalf of a construction client in a personal injury case involving a plaintiff alleging disabling injuries with ongoing treatment.

Top Ten United States National Parks

10. Hawaii Volcanoes National Park – Located in Hawaii, this park features some of the most breathtaking volcanic scenery the United States has to offer. The climate ranges from tropical rain forests to arid desert, with the Earth's largest active volcano as well.

9. Rocky Mountain National Park – Located in Colorado, this park allows for amazing panoramic views of its forests and mountains. Famous for its lakes and hiking trails, the wilderness seems closer than one could imagine as the landscape and weather work to provide an unpredictable experience.

8. Glacier National Park – Located in Montana, visitors to this park can experience firsthand the power of nature as they view a geography shaped by glaciers. The plants and animals are also diverse, with many of its original native species still remaining in the area.

7. Olympic National Park – Located in Washington, this park is known for its biodiversity. Encompassing the Pacific coastline, mountains, wildflower meadows and forests, this is one of the most diverse and varied of the United States' national parks.

6. Death Valley National Park – Located in California and Nevada, this park is other worldly in its extremes. It is the driest of national parks, and is famous for its interesting rock formations and topography. However, when conditions are just right, wildflowers will bloom across the landscape.

5. Everglades National Park – Located in Florida, this park offers some of the most diverse wildlife in America. Notably it is one of the largest of the national parks in the United States. The park encompasses mostly wetlands, and is one of the most unique parks on this list.

4. Appalachian National Scenic Trail – While not strictly a national park, the Appalachian National Scenic Trail allows its visitors to travel through fourteen different states, from Georgia to Maine, to marvel at the beauty of the nature and wildlife of America. Steeped in history and splendor, a hike along this trail is a perfect summer activity.

3. Grand Canyon – Located in Arizona, this marvel of nature reveals both beauty and history. Its layers of red rock reveal millions of years of the earth's history, while the beauty of the Colorado River gifts its visitors with amazing views.

2. Yosemite National Park – Located in California's beautiful Sierra Nevada Mountains, this park has some of America's most attractive land features. The Half Dome and Bridalveil Fall are just some of the attractions of this reserve. It is also famous for its giant, ancient sequoia trees.

1. Yellowstone National Park – Located in three states, Wyoming, Montana and Idaho, this national treasure encompasses almost 3,500 square miles of wilderness. This park features a variety of topography, including canyons, rivers, forests and geysers. Its most famous geyser, Old Faithful, is a staple of the American idea of a national park.