

25101806D

HOUSE BILL NO. 2073

Offered January 13, 2025

Prefiled January 7, 2025

A BILL to amend and reenact § 59.1-200, as it is currently effective and as it shall become effective, of the Code of Virginia and to amend the Code of Virginia by adding in Article 2 of Chapter 1 of Title 6.2 a section numbered 6.2-108, relating to financial institutions; discrimination prohibited; penalty.

Patron—Garrett

Referred to Committee on Labor and Commerce

Be it enacted by the General Assembly of Virginia:

1. That § 59.1-200, as it is currently effective and as it shall become effective, of the Code of Virginia is amended and reenacted and that the Code of Virginia is amended by adding in Article 2 of Chapter 1 of Title 6.2 a section numbered 6.2-108 as follows:

§ 6.2-108. Discrimination prohibited; penalty.

A. No financial institution shall deny or cancel its services to a person or otherwise discriminate against a person in making available services, including in such financial institution's terms and conditions of such services, on the basis of:

1. The person's political opinions, speech, or affiliations;

2. Except as provided in subsection B, the person's religious beliefs, religious exercise, or religious affiliations;

3. Any factor other than a quantitative, impartial, and risk-based standard, including any such factor related to the person's business sector; or

4. The use of a rating, scoring, analysis, tabulation, or action that considers a social credit score based on factors including (i) those listed in subdivisions 1 and 2; (ii) a person's lawful ownership of a firearm; (iii) a person's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition; (iv) a person's engagement in the exploration, production, utilization, transportation, sale, or manufacture of timber, mined materials, agricultural products, or electricity produced by fossil fuels; (v) a person's support of governmental policies or efforts against illegal immigration, drug trafficking, or human trafficking; (vi) a person's association with any person described in this subdivision; or (vii) a person's failure to meet or comply with any of the following, provided that such person is in compliance with any applicable state or federal law:

a. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;

b. Social governance standards, benchmarks, or requirements, including environmental or social justice requirements;

c. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures; or

d. Policies or procedures requiring or encouraging employee participation in social justice programming, including diversity, equity, or inclusion training.

B. Nothing in this section shall restrict a financial institution that claims a religious purpose from making determination about the provision of services based on a person's religious beliefs, religious exercise, or religious affiliations.

C. Any violation of this chapter shall constitute a prohibited practice under the provisions of § 59.1-200 and shall be subject to any and all of the enforcement provisions of the Virginia Consumer Protection Act (§ 59.1-196 et seq.).

§ 59.1-200. (Effective until July 1, 2025) Prohibited practices.

A. The following fraudulent acts or practices committed by a supplier in connection with a consumer transaction are hereby declared unlawful:

1. Misrepresenting goods or services as those of another;

2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;

3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services, with another;

4. Misrepresenting geographic origin in connection with goods or services;

5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;

6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished, deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly

59 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
60 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
61 "not first class";

62 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
63 price or upon the terms advertised.

64 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
65 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
66 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when  
67 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
68 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
69 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
70 reasonably expected to have at least such quantity or amount for sale;

71 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
72 price reductions;

73 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
74 installed;

75 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
76 for merchandise or services previously ordered;

77 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
78 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
79 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
80 goods or services advertised or offered for sale;

81 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
82 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
83 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
84 statutes or regulations;

85 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
86 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
87 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
88 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
89 consumer transaction;

90 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
91 with a consumer transaction;

92 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,  
93 or 3.2-6519 is a violation of this chapter;

94 16. Failing to disclose all conditions, charges, or fees relating to:

95 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
96 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
97 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
98 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
99 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
100 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
101 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
102 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
103 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
104 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
105 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
106 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
107 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
108 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

109 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of  
110 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
111 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
112 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

113 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
114 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
115 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
116 overpayments. If the credit balance information is incorporated into statements of account furnished  
117 consumers by suppliers within such 60-day period, no separate or additional notice is required;

118 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in  
119 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

120 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

- 121 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);
- 122 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);
- 123 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
- 124 et seq.);
- 125 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
- 126 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
- 127 seq.);
- 128 24. Violating any provision of § 54.1-1505;
- 129 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
- 130 (§ 59.1-207.34 et seq.);
- 131 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 132 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 133 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 134 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 135 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
- 136 seq.);
- 137 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 138 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 139 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 140 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 141 35. Using the consumer's social security number as the consumer's account number with the supplier, if
- 142 the consumer has requested in writing that the supplier use an alternate number not associated with the
- 143 consumer's social security number;
- 144 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 145 37. Violating any provision of § 8.01-40.2;
- 146 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 147 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 148 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 149 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
- 150 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §
- 151 59.1-526;
- 152 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 153 43. Violating any provision of § 59.1-443.2;
- 154 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 155 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 156 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 157 47. Violating any provision of § 18.2-239;
- 158 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 159 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
- 160 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
- 161 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
- 162 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
- 163 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
- 164 products that are used, secondhand or "seconds";
- 165 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 166 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 167 52. Violating any provision of § 8.2-317.1;
- 168 53. Violating subsection A of § 9.1-149.1;
- 169 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
- 170 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
- 171 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
- 172 drywall has been permanently installed or affixed;
- 173 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
- 174 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
- 175 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
- 176 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
- 177 seq.) of Title 54.1;
- 178 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 179 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 180 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
- 181 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer

182 by a supplier to a small business, as those terms are defined in § 59.1-207.45;  
183 59. Violating any provision of subsection E of § 32.1-126;  
184 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under  
185 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;  
186 61. Violating any provision of § 2.2-2001.5;  
187 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;  
188 63. Violating any provision of § 6.2-108 or 6.2-312;  
189 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;  
190 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;  
191 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);  
192 67. Knowingly violating any provision of § 8.01-27.5;  
193 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel  
194 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a  
195 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an  
196 obligation to pay for the goods or services;  
197 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
198 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic  
199 derivative" means a chemical compound produced by man through a chemical transformation to turn a  
200 compound into a different compound by adding or subtracting molecules to or from the original compound.  
201 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug  
202 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit  
203 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;  
204 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human  
205 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply  
206 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
207 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
208 16 (§ 4.1-1600 et seq.) of Title 4.1;  
209 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
210 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
211 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an  
212 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
213 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a  
214 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance  
215 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)  
216 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to  
217 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting  
218 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
219 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
220 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
221 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
222 16 (§ 4.1-1600 et seq.) of Title 4.1;  
223 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §  
224 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that  
225 depicts or is in the shape of a human, animal, vehicle, or fruit;  
226 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
227 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper  
228 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §  
229 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,  
230 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,  
231 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;  
232 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a  
233 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to  
234 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
235 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
236 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July  
237 1, 2023, provided that the person provides documentation of the date of manufacture if requested;  
238 75. Violating any provision of § 59.1-466.8;  
239 76. Violating subsection F of § 36-96.3:1;  
240 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any  
241 kratom product that does not include a label listing all ingredients and with the following guidance: "This  
242 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,

243 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the  
244 plant *Mitragyna speciosa* or any extract thereof;

245 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
246 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
247 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,  
248 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
249 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
250 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
251 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
252 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
253 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
254 location;

255 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
256 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
257 such good or provision of any such continuous service;

258 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

259 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
260 residential dwelling without holding a mold remediation certification from the Institute of Inspection,  
261 Cleaning and Restoration Certification (IICRC); and

262 82. Willfully violating any provision of § 59.1-444.4.

263 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease  
264 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth  
265 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation  
266 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

267 **§ 59.1-200. (Effective July 1, 2025) Prohibited practices.**

268 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer  
269 transaction are hereby declared unlawful:

- 270 1. Misrepresenting goods or services as those of another;
- 271 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
- 272 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
273 with another;
- 274 4. Misrepresenting geographic origin in connection with goods or services;
- 275 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or  
276 benefits;
- 277 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
- 278 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
279 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly  
280 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
281 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
282 "not first class";

283 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
284 price or upon the terms advertised.

285 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
286 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
287 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when  
288 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
289 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
290 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
291 reasonably expected to have at least such quantity or amount for sale;

292 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
293 price reductions;

294 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
295 installed;

296 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
297 for merchandise or services previously ordered;

298 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
299 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
300 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
301 goods or services advertised or offered for sale;

302 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
303 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that

304 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
305 statutes or regulations;

306 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
307 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
308 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
309 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
310 consumer transaction;

311 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
312 with a consumer transaction;

313 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,  
314 or 3.2-6519 is a violation of this chapter;

315 16. Failing to disclose all conditions, charges, or fees relating to:

316 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
317 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
318 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
319 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
320 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
321 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
322 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
323 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
324 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
325 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
326 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
327 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
328 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
329 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

330 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of  
331 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
332 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
333 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

334 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
335 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
336 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
337 overpayments. If the credit balance information is incorporated into statements of account furnished  
338 consumers by suppliers within such 60-day period, no separate or additional notice is required;

339 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in  
340 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

341 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

342 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);

343 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);

344 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17  
345 et seq.);

346 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

347 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et  
348 seq.);

349 24. Violating any provision of § 54.1-1505;

350 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
351 (§ 59.1-207.34 et seq.);

352 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;

353 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);

354 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);

355 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);

356 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et  
357 seq.);

358 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);

359 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;

360 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;

361 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;

362 35. Using the consumer's social security number as the consumer's account number with the supplier, if  
363 the consumer has requested in writing that the supplier use an alternate number not associated with the  
364 consumer's social security number;

365 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;

- 366 37. Violating any provision of § 8.01-40.2;
- 367 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 368 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 369 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 370 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
- 371 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §
- 372 59.1-526;
- 373 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 374 43. Violating any provision of § 59.1-443.2;
- 375 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 376 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 377 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 378 47. Violating any provision of § 18.2-239;
- 379 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 380 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
- 381 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
- 382 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
- 383 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
- 384 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
- 385 products that are used, secondhand or "seconds";
- 386 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 387 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 388 52. Violating any provision of § 8.2-317.1;
- 389 53. Violating subsection A of § 9.1-149.1;
- 390 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
- 391 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
- 392 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
- 393 drywall has been permanently installed or affixed;
- 394 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
- 395 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
- 396 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
- 397 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
- 398 seq.) of Title 54.1;
- 399 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 400 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 401 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
- 402 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
- 403 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 404 59. Violating any provision of subsection E of § 32.1-126;
- 405 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
- 406 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 407 61. Violating any provision of § 2.2-2001.5;
- 408 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 409 63. Violating any provision of § 6.2-108 or 6.2-312;
- 410 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 411 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 412 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 413 67. Knowingly violating any provision of § 8.01-27.5;
- 414 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
- 415 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
- 416 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
- 417 obligation to pay for the goods or services;
- 418 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 419 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
- 420 derivative" means a chemical compound produced by man through a chemical transformation to turn a
- 421 compound into a different compound by adding or subtracting molecules to or from the original compound.
- 422 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
- 423 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
- 424 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 425 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
- 426 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply

427 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
428 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
429 16 (§ 4.1-1600 et seq.) of Title 4.1;

430 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
431 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
432 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an  
433 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
434 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a  
435 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance  
436 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)  
437 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to  
438 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting  
439 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
440 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
441 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
442 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
443 16 (§ 4.1-1600 et seq.) of Title 4.1;

444 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §  
445 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that  
446 depicts or is in the shape of a human, animal, vehicle, or fruit;

447 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
448 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper  
449 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §  
450 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,  
451 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,  
452 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

453 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a  
454 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to  
455 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
456 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
457 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July  
458 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

459 75. Violating any provision of § 59.1-466.8;

460 76. Violating subsection F of § 36-96.3:1;

461 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any  
462 kratom product that does not include a label listing all ingredients and with the following guidance: "This  
463 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,  
464 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the  
465 plant *Mitragyna speciosa* or any extract thereof;

466 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
467 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
468 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,  
469 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
470 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
471 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
472 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
473 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
474 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
475 location;

476 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
477 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
478 such good or provision of any such continuous service;

479 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

480 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
481 residential dwelling without holding a mold remediation certification from the Institute of Inspection,  
482 Cleaning and Restoration Certification (IICRC);

483 82. Willfully violating any provision of § 59.1-444.4; and

484 83. Violating any provision of Chapter 23.2 (§ 59.1-293.10 et seq.).

485 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease  
486 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth  
487 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation



**488** of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

**INTRODUCED**

**HB2073**