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HOUSE BILL NO. 875

Offered January 14, 2026

Prefiled January 13, 2026

A BILL to amend and reenact § 59.1-200 of the Code of Virginia and to amend the Code of Virginia by adding a section numbered 18.2-251.6, relating to manufacturing, selling, giving, distributing, or possessing with intent kratom; Virginia Consumer Protection Act; penalties.

Patron—Kent

Committee Referral Pending

Be it enacted by the General Assembly of Virginia:

1. That § 59.1-200 of the Code of Virginia is amended and reenacted and that the Code of Virginia is amended by adding a section numbered 18.2-251.6 as follows:

§ 18.2-251.6. Manufacturing, selling, giving, distributing, or possessing with intent kratom; penalties.

A. As used in this section, "kratom" means any part of the leaf of the plant *Mitragyna speciosa* or any extract thereof.

B. Any person who knowingly manufactures, sells, gives, distributes, or possesses with the intent to manufacture, sell, give, or distribute kratom, when intended for human consumption, is guilty of a Class 1 misdemeanor.

§ 59.1-200. 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, imperfections, or "not first class," without clearly and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand, repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfections, or "not first class";
8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised.

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

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

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

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

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

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

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59 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
60 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
61 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
62 provide, use, or include the statement, disclosure, notice, or other information in connection with the
63 consumer transaction;

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

66 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,
67 or 3.2-6519 is a violation of this chapter;

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

69 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
70 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
71 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
72 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
73 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
74 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
75 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
76 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
77 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
78 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
79 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
80 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
81 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
82 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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

87 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
88 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
89 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
90 overpayments. If the credit balance information is incorporated into statements of account furnished
91 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

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

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

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

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

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

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

103 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
104 (§ 59.1-207.34 et seq.);

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

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

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

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

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

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

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

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

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

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

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

119 37. Violating any provision of § 8.01-40.2;

120 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;

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

183 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
184 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
185 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
186 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
187 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
188 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
189 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
190 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
191 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
192 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
193 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
194 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
195 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
196 16 (§ 4.1-1600 et seq.) of Title 4.1;

197 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in
198 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol
199 that depicts or is in the shape of a human, animal, vehicle, or fruit;

200 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
201 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
202 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
203 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
204 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
205 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

206 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
207 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
208 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
209 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
210 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
211 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

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

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

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

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

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

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

233 81. Selling or offering for sale services as a professional mold remediator to be performed upon any
234 residential dwelling without holding a mold remediation certification from a nationally or internationally
235 recognized certifying body for mold remediation, and failing to comply with (i) the U.S. Environmental
236 Protection Agency's publication on Mold Remediation in Schools and Commercial Buildings, as revised; (ii)
237 the ANSI/IICRC S520 Standard for Professional Mold Remediation, as revised; or (iii) any other equivalent
238 ANSI-accredited mold remediation standard, when conducting or offering to conduct mold remediation in the
239 Commonwealth;

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

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

242 84. Selling any food that is required by the FDA to have a nutrition label that does not meet the
243 requirements of 21 C.F.R. Part 101;

244 85. Obtaining, disclosing, selling, or disseminating any personally identifiable reproductive or sexual

245 health information without the consent of the consumer;
246 86. Violating any provision of Chapter 58 (§ 59.1-607 et seq.); and
247 87. (Effective July 1, 2026) Violating any provision of the Medical Debt Protection Act (§ 59.1-611 et
248 seq.).
249 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease
250 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth
251 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation
252 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.