

## 1 SENATE BILL NO. 184

## 2 AMENDMENT IN THE NATURE OF A SUBSTITUTE

3 (Proposed by the Senate Committee on General Laws and Technology

4 on \_\_\_\_\_)

5 (Patron Prior to Substitute—Senator Williams Graves)

6 *A BILL to amend and reenact § 59.1-200 of the Code of Virginia, relating to Virginia Consumer Protection*  
7 *Act; shipping goods without certain information.*8 **Be it enacted by the General Assembly of Virginia:**9 **1. That § 59.1-200 of the Code of Virginia is amended and reenacted as follows:**10 **§ 59.1-200. Prohibited practices.**11 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer  
12 transaction are hereby declared unlawful:

13 1. Misrepresenting goods or services as those of another;

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

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

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

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

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

21 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
22 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly  
23 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
24 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
25 "not first class";26 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
27 price or upon the terms advertised.28 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
29 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
30 offered, shall be *prima facie* evidence of a violation of this subdivision. This paragraph shall not apply when

31 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
32 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
33 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
34 reasonably expected to have at least such quantity or amount for sale;

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

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

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

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

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

49 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
50 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
51 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
52 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
53 consumer transaction;

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

56 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,  
57 or 3.2-6519 is a violation of this chapter;

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

59 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign

60 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
61 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
62 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
63 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
64 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
65 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
66 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
67 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
68 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
69 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
70 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
71 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
72 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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

77 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
78 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
79 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
80 overpayments. If the credit balance information is incorporated into statements of account furnished  
81 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

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

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

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

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

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

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

93        25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
94        (§ 59.1-207.34 et seq.);

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

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

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

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

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

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

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

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

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

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

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

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

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

111        39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);

112        40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;

113        41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525  
114        et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in  
115        § 59.1-526;

116        42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);

117        43. Violating any provision of § 59.1-443.2;

118        44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);

119        45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;

120        46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;

121 47. Violating any provision of § 18.2-239;

122 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);

123 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has

124 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable

125 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has

126 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the

127 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's

128 products that are used, secondhand or "seconds";

129 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);

130 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;

131 52. Violating any provision of § 8.2-317.1;

132 53. Violating subsection A of § 9.1-149.1;

133 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling

134 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This

135 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective

136 drywall has been permanently installed or affixed;

137 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a

138 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to

139 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of

140 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et

141 seq.) of Title 54.1;

142 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);

143 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;

144 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,

145 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer

146 by a supplier to a small business, as those terms are defined in § 59.1-207.45;

147 59. Violating any provision of subsection E of § 32.1-126;

148 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under

149 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;

150 61. Violating any provision of § 2.2-2001.5;

151 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;

152 63. Violating any provision of § 6.2-312;

153 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;

154 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;

155 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);

156 67. Knowingly violating any provision of § 8.01-27.5;

157 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel  
158 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a  
159 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an  
160 obligation to pay for the goods or services;

161 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
162 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic  
163 derivative" means a chemical compound produced by man through a chemical transformation to turn a  
164 compound into a different compound by adding or subtracting molecules to or from the original compound.  
165 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug  
166 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit  
167 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

168 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human  
169 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply  
170 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
171 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
172 16 (§ 4.1-1600 et seq.) of Title 4.1;

173 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
174 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
175 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  
176 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
177 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a  
178 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance  
179 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)  
180 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to  
181 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting

182 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
183 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
184 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
185 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
186 16 (§ 4.1-1600 et seq.) of Title 4.1;

187 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in  
188 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol  
189 that depicts or is in the shape of a human, animal, vehicle, or fruit;

190 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
191 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper  
192 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §  
193 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,  
194 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,  
195 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

196 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a  
197 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to  
198 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
199 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
200 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July  
201 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

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

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

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

209 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
210 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
211 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,

212 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
213 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
214 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
215 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
216 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
217 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
218 location;

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

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

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

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

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

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

234 85. Obtaining, disclosing, selling, or disseminating any personally identifiable reproductive or sexual  
235 health information without the consent of the consumer;

236 86. Violating any provision of Chapter 58 (§ 59.1-607 et seq.); **and**

237 87. (Effective July 1, 2026) Violating any provision of the Medical Debt Protection Act (§ 59.1-611 et  
238 seq.); **and**

239 88. *Shipping goods to a consumer in the Commonwealth in accordance with an automatic renewal or  
240 continuous service offer, as such terms are defined in § 59.1-207.45, without including a shipping invoice  
241 stating (i) the amount the consumer was charged for shipping, if any; (ii) information on how to return the*

242   *goods, if returns are accepted by the supplier; and (iii) information on how to cancel the automatic renewal*  
243   *or continuous service offer. The provisions of this subdivision shall not apply to any supplier that provides a*  
244   *consumer the information required pursuant to clauses (i), (ii), and (iii) of this subdivision by a timely*  
245   *electronic confirmation of purchase or by otherwise making such information readily available.*

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