

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact §§ 3.2-5415 and 59.1-200 of the Code of Virginia and to amend the Code of*
 3 *Virginia by adding a section numbered 3.2-5402.1, relating to misbranded meat food products prohibited;*
 4 *civil penalty.*

5 [H 322]

6 Approved

7 **Be it enacted by the General Assembly of Virginia:**8 **1. That §§ 3.2-5415 and 59.1-200 of the Code of Virginia are amended and reenacted and that the Code**
 9 **of Virginia is amended by adding a section numbered 3.2-5402.1 as follows:**10 **§ 3.2-5402.1. Misbranded meat food product prohibited; civil penalty.**11 *A. For the purposes of this section:*12 *"Identifying meat term" means any word or phrase, in whole or in part, that states, indicates, suggests, or*
 13 *describes a meat food product or poultry product.*14 *"Manufactured-protein food product" means a cultivated-protein food product, fungus-protein food*
 15 *product, insect-protein food product, plant-protein food product, or a protein food product that is not*
 16 *harvested directly from livestock or poultry.*17 *B. Any food product that purports to be or is represented as a meat food product or poultry product shall*
 18 *be determined to be misbranded if such product (i) bears or contains a manufactured-protein food product;*
 19 *(ii) is offered for sale; and (iii) has a label that is part of or placed on the food product package or other*
 20 *container storing such food product that identifies the food as a meat food product or poultry product,*
 21 *without a conspicuous and prominent qualifying term in close proximity to an identifying meat term. For the*
 22 *purposes of this subsection, "qualifying term" includes the following words or phrases: cell-cultivated, cell-*
 23 *cultured, fake, grown in a lab, imitation, insect-based, lab-created, lab-grown, meat free, meatless, plant,*
 24 *plant-based, vegan, vegetable, veggie, or a comparable word or phrase. A meat food product or poultry*
 25 *product is not misbranded if the Department determines such meat food product or poultry product contains*
 26 *a trace amount of a manufactured-protein food product.*27 *C. No person shall offer for sale or sell a food product that is misbranded pursuant to this section.*28 *D. A person who offers for sale or sells a food product that is misbranded pursuant to this section is*
 29 *subject to a civil penalty not to exceed \$500 for each misbranded food product and shall not be subject to the*
 30 *criminal penalties established in § 3.2-5415. The Board may promulgate regulations to establish an*
 31 *increasing civil penalty not to exceed \$500 for first, second, and subsequent violations of this section. Such*
 32 *penalty shall be collected by the Commissioner and the proceeds shall be payable to the State Treasurer for*
 33 *remittance to the Department.*34 **§ 3.2-5415. General criminal penalties; warning letter.**35 *A. Any person ~~that~~ who violates any provisions of this chapter other than § 3.2-5402.1 and for which no*
 36 *other criminal penalty is provided is guilty of a Class 1 misdemeanor. If such violation involves intent to*
 37 *defraud, or any distribution or attempted distribution of an article that is adulterated (except as defined in*
 38 *subdivision 11 of § 3.2-5401) knowing the article to be adulterated, such person is guilty of a Class 6 felony.*39 *B. Nothing in this chapter shall be construed as requiring the Commissioner to report for prosecution or*
 40 *for the institution of condemnation or injunction proceedings, minor violations of this chapter whenever he*
 41 *believes that the public interest will be adequately served by a suitable written notice of warning.*42 **§ 59.1-200. Prohibited practices.**43 *A. The following fraudulent acts or practices committed by a supplier in connection with a consumer*
 44 *transaction are hereby declared unlawful:*

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

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

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

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

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

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

53 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
 54 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
 55 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
 56 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or

57 "not first class";

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

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

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

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

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

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

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

81 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
82 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
83 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
84 provide, use, or include the statement, disclosure, notice, or other information in connection with the
85 consumer transaction;

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

88 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,
89 or 3.2-6519 is a violation of this chapter;

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

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

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

109 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
110 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
111 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
112 overpayments. If the credit balance information is incorporated into statements of account furnished
113 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

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

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

- 119 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
120 et seq.);
- 121 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
- 122 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
123 seq.);
- 124 24. Violating any provision of § 54.1-1505;
- 125 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
126 (§ 59.1-207.34 et seq.);
- 127 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 128 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 129 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 130 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 131 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
132 seq.);
- 133 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 134 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 135 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 136 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 137 35. Using the consumer's social security number as the consumer's account number with the supplier, if
138 the consumer has requested in writing that the supplier use an alternate number not associated with the
139 consumer's social security number;
- 140 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 141 37. Violating any provision of § 8.01-40.2;
- 142 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 143 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 144 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 145 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
146 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in
147 § 59.1-526;
- 148 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 149 43. Violating any provision of § 59.1-443.2;
- 150 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 151 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 152 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 153 47. Violating any provision of § 18.2-239;
- 154 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 155 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
156 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
157 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
158 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
159 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
160 products that are used, secondhand or "seconds";
- 161 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 162 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 163 52. Violating any provision of § 8.2-317.1;
- 164 53. Violating subsection A of § 9.1-149.1;
- 165 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
166 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
167 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
168 drywall has been permanently installed or affixed;
- 169 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
170 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
171 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
172 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
173 seq.) of Title 54.1;
- 174 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 175 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 176 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
177 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
178 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 179 59. Violating any provision of subsection E of § 32.1-126;
- 180 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under

- 181 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 182 61. Violating any provision of § 2.2-2001.5;
- 183 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 184 63. Violating any provision of § 6.2-312;
- 185 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 186 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 187 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 188 67. Knowingly violating any provision of § 8.01-27.5;
- 189 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
- 190 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
- 191 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
- 192 obligation to pay for the goods or services;
- 193 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 194 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
- 195 derivative" means a chemical compound produced by man through a chemical transformation to turn a
- 196 compound into a different compound by adding or subtracting molecules to or from the original compound.
- 197 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
- 198 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
- 199 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 200 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
- 201 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
- 202 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 203 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 204 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 205 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 206 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
- 207 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
- 208 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
- 209 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
- 210 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
- 211 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
- 212 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
- 213 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
- 214 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
- 215 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
- 216 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 217 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 218 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 219 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in
- 220 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol
- 221 that depicts or is in the shape of a human, animal, vehicle, or fruit;
- 222 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 223 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
- 224 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
- 225 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
- 226 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
- 227 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;
- 228 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
- 229 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
- 230 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 231 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
- 232 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
- 233 1, 2023, provided that the person provides documentation of the date of manufacture if requested;
- 234 75. Violating any provision of § 59.1-466.8;
- 235 76. Violating subsection F of § 36-96.3:1;
- 236 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any
- 237 kratom product that does not include a label listing all ingredients and with the following guidance: "This
- 238 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,
- 239 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the
- 240 plant *Mitragyna speciosa* or any extract thereof;
- 241 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved
- 242 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted

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

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

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

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

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

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

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

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

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

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

271 88. *Violating any provision of § 3.2-5402.1.*

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