

2026 Regular Session

HOUSE BILL NO. 800

BY REPRESENTATIVES KNOX AND LARVADAIN

CONSUMERS/FOOD-BEVERAGES: Provides with respect to consumer protection regarding the pricing of groceries

1 AN ACT

2 To enact Chapter 70 of Title 51 of the Louisiana Revised Statutes of 1950, to be comprised
3 of R.S. 51:3301 through 3308, relative to consumer protection for grocery pricing;
4 to provide for definitions; to provide for prohibited conduct; to provide for liability
5 of mandataries; to provide for defenses; to provide for exemptions to liability; to
6 provide for enforcement and penalties; to provide for rules of construction; to
7 provide an effective date; and to provide for related matters.

8 Be it enacted by the Legislature of Louisiana:

9 Section 1. Chapter 70 of Title 51 of the Louisiana Revised Statutes of 1950,
10 comprised of R.S. 51:3301 through 330, is hereby enacted to read as follows:

11 CHAPTER 70. MAKE AFFORDABLE GROCERIES AGAIN ACT

12 §3301. Short title

13 This Chapter shall be known and may be cited as the "Make Affordable
14 Groceries Again Act".

15 §3302. Definitions

16 As used in this Chapter, the following terms have the meanings ascribed to
17 them in this Section, unless the context clearly indicates otherwise:

18 (1) "Channels of trade" means the distinct and diverse pathways through
19 which covered goods are marketed, distributed, and sold to consumers in the United
20 States, including traditional supermarkets, hypermarkets, discount stores,

1 convenience stores, online or e-commerce retailers, specialty food stores, mass
2 merchandisers, wholesale clubs, and any other retail establishments, platforms, or
3 entities that engage in the sale of covered goods, either primarily or as a segment of
4 their broader retail offering, and compete for consumer grocery dollars.

5 (2) "Covered goods" means a grocery item, including any item described in
6 Paragraph (1) or (2) of the definition of eligible foods under 7 CFR 271.2, or a
7 consumer-packaged good. "Covered goods" does not include gasoline, prescription
8 drugs, tobacco, or alcoholic beverages.

9 (3) "Covered retailer" means a person that sells covered goods to end
10 purchasers at one or more physical locations in this state.

11 (4) "Covered supplier" means a person that satisfies all of the following:

12 (a) Produces and sells covered goods in this state.

13 (b) Sells, directly or through an agent or any third party with which the
14 covered supplier contracts, covered goods produced or manufactured by the person,
15 directly or through an agent or any third party with which the covered supplier
16 contracts, to covered retailers or covered wholesalers in an aggregate amount
17 exceeding six billion dollars, as adjusted each year by an amount equal to the
18 percentage increase, if any, in the Consumer Price Index for All Urban Consumers
19 published by the United States Department of Labor, per year.

20 (5) "Covered wholesaler" means a person that purchases covered goods for
21 the purpose of reselling or distributing them to covered retailers in this state.

22 (6) "Dominant covered retailer" means a covered retailer that satisfies all of
23 the following:

24 (a) Has annual retail sales of covered goods in an aggregate amount
25 exceeding eighteen billion dollars, as adjusted each year by an amount equal to the
26 percentage increase, if any, in the Consumer Price Index for All Urban Consumers
27 published by the United States Department of Labor.

1 (b) Operates not less than one storefront or distribution center in more than
2 twenty states, including this state, operated by the covered retailer, the covered
3 retailer's parent company, or subsidiaries of the same parent company.

4 (7) "Person" includes all of the following:

5 (a) Each entity that a person owns or controls, in whole or in part.

6 (b) Each entity that owns or controls the person, in whole or in part.

7 (8) "Pricing differential" means, with respect to the volume unit basis of a
8 covered good purchased by a covered retailer or covered wholesaler compared to the
9 volume unit basis of a product purchased by a dominant covered retailer, either of
10 the following:

11 (a) The difference in price of the product multiplied by the quantity sold.

12 (b) The difference in the price equivalent of the terms of sale of the product,
13 discounted to present value if needed to account for any difference in payment terms,
14 multiplied by the quantity sold.

15 (9) "Same covered good" means, with respect to two different covered
16 goods, a covered good and any other covered good sold under the same brand that
17 differs only in quantity or packaging.

18 (10) "Same terms of sale" means, with respect to two different agreements,
19 terms of sale that are identical on a per unit basis, excluding shipping and delivery
20 costs, which may vary on account of distance, speed, or method of shipping and
21 delivery, or availability of self-distribution.

22 (11) "Terms of sale" means all substantive terms and conditions of sale
23 commonly subject to negotiation and competition, including price, discounts,
24 rebates, delivery terms, payment terms, package size, promotional allowances,
25 marketing devices, merchandising arrangements, terms of distribution, and any other
26 similar terms, considered on a per unit basis as appropriate.

27 (12) "Volume unit basis" means the base unit of measurement, not exceeding
28 a truckload, by which purchase quantities are measured in purchase agreements
29 between a covered supplier and a covered retailer or covered wholesaler.

1 §3303. Ensuring price fairness; prohibited conduct

2 A. A covered supplier shall not, directly or through an agent, fail to extend
3 the same terms of sale of a covered good to all covered retailers and covered
4 wholesalers that purchase the covered good on the same volume unit basis in
5 reasonably contemporaneous sales.

6 B. A covered supplier shall not fail to provide, within fourteen days of a
7 written request from a covered retailer or covered wholesaler that has purchased a
8 covered good or received an offer including terms of sale for a covered good from
9 the covered supplier, directly or through an agent, the anonymized terms of sale from
10 all contracts with dominant covered retailers that purchased the same covered good
11 on the same volume unit basis during the one hundred eighty day period prior to the
12 date on which the purchase or offer including terms of sale was made.

13 C. A covered supplier shall not, directly or through an agent, refuse the sale
14 of a covered good to a covered retailer or a covered wholesaler if all of the following
15 conditions are met:

16 (1) The covered retailer is not a dominant covered retailer.

17 (2) The covered retailer or the covered wholesaler has made and completed
18 payment for purchases from the covered supplier within the previous twelve months.

19 (3) The covered retailer or the covered wholesaler has made a request of the
20 covered supplier to provide to the retailer or wholesaler the same terms of sale
21 provided to other covered retailers or covered wholesalers, consistent with the
22 provisions of this Section.

23 (4) The refusal by the covered supplier to sell a covered good to the covered
24 retailer or covered wholesaler has no commercially reasonable justification.

25 D. A dominant covered retailer, or its purchasing agent or any third party
26 through which a dominant covered retailer contracts to purchase covered goods, shall
27 not directly or indirectly take any action that the dominant covered retailer,
28 purchasing agent, or third party intends, knows, or should know will coerce or induce
29 a covered supplier to violate the provisions of this Section.

1 §3304. Mandatary liability

2 A covered supplier or dominant covered retailer, as applicable, is liable for
3 any violation of R.S. 51:3303 by a contracted third party.

4 §3305. Defenses

5 A person alleged to have engaged in conduct prohibited by R.S. 51:3303 is
6 not liable for the conduct upon showing, by a preponderance of the evidence, any of
7 the following:

8 (1) Any difference in the terms of sale was predominantly attributable to a
9 covered retailer engaging in self-distribution of the covered good at issue or
10 otherwise lowering the overall costs of the covered supplier through genuine
11 efficiencies including but not limited to economies in distribution or manufacturing.

12 (2) A covered retailer, in exchange for commercially reasonable
13 consideration, voluntarily accepted terms of sale relating to a covered good that were
14 not the same terms of sale as the terms of sale offered to another covered retailer.

15 (3) The terms of sale applied only in cases in which there was an actual or
16 imminent deterioration of perishable goods, obsolescence of seasonal goods, distress
17 sales under court process, or sales in good faith in discontinuance of business in the
18 goods concerned.

19 §3306. Covered supplier immunity

20 If a covered supplier did not collude with a dominant covered retailer in any
21 scheme that violates the antitrust laws, a covered supplier is immune from liability
22 for a violation of R.S. 51:3303 if the defendant covered supplier shows by a
23 preponderance of the evidence all of the following:

24 (1) The violation was imposed on or required of the defendant covered
25 supplier by a dominant covered retailer.

26 (2) The defendant covered supplier would have suffered substantial harm to
27 its business if it had refused the demand of the dominant covered retailer.

28 (3) The defendant covered supplier made a good faith effort to disclose the
29 dominant covered retailer's conduct to the office of the attorney general.

1 §3307. Enforcement

2 The attorney general or a covered retailer, covered wholesaler, or covered
3 supplier injured by a violation of this Chapter may file suit for any of the following:

4 (1) An injunction to cure a violation of this Chapter.

5 (2) A civil penalty or damages in an amount not greater than either of the
6 following:

7 (a) One and one-half times the actual damages.

8 (b) The pricing differential suffered by a covered retailer or a covered
9 wholesaler.

10 (3) Both an injunction pursuant to Subsection (1) of this Section and a civil
11 penalty or damages pursuant to Subsection (2) of this Section.

12 §3308. Rules of construction

13 A. As used in this Chapter, "antitrust laws":

14 (1) Has the meaning given that term in Subsection (a) of the first section of
15 the Clayton Act 15 U.S.C. 12(a).

16 (2) Includes 15 U.S.C. 45 to the extent that Section 45 applies to unfair
17 methods of competition.

18 (3) Includes any Louisiana law similar to the laws described in Paragraphs
19 (1) and (2) of this Subsection.

20 B. Nothing in this Chapter shall be construed to limit, impair, or supersede
21 any of the antitrust laws.

22 Section 2. This Act shall become effective upon signature by the governor or, if not
23 signed by the governor, upon expiration of the time for bills to become law without signature
24 by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If
25 vetoed by the governor and subsequently approved by the legislature, this Act shall become
26 effective on the day following such approval.

DIGEST

The digest printed below was prepared by House Legislative Services. It constitutes no part of the legislative instrument. The keyword, one-liner, abstract, and digest do not constitute part of the law or proof or indicia of legislative intent. [R.S. 1:13(B) and 24:177(E)]

HB 800 Original

2026 Regular Session

Knox

Abstract: Regulates grocery pricing by providing that grocery suppliers shall offer the same terms of sale on a volume unit basis to all retailers and wholesalers, regardless of size, within the same relative time period.

Proposed law provides for a short title.

Proposed law defines "channels of trade", "covered goods", "covered retailer", "covered supplier", "covered wholesaler", "dominant covered retailer", "person", "pricing differential", "same covered good", "same terms of sale", "terms of sale", and "volume unit basis".

Proposed law provides that a covered supplier shall not, directly or through an agent, fail to extend the same terms of sale of a covered good to all covered retailers and covered wholesalers that purchase the covered good on the same volume unit basis in reasonably contemporaneous sales.

Proposed law provides that a covered supplier shall not fail to provide, within 14 days of a written request from a covered retailer or covered wholesaler that has purchased a covered good or received an offer including terms of sale for a covered good from the covered supplier, directly or through an agent, the anonymized terms of sale from all contracts with dominant covered retailers that purchased the same covered good on the same volume unit basis during the 180 day period prior to the date on which the purchase or offer including terms of sale was made.

Proposed law provides that a covered supplier shall not, directly or through an agent, refuse the sale of a covered good to a covered retailer or a covered wholesaler if all of the following conditions are met:

- (1) The covered retailer is not a dominant covered retailer.
- (2) The covered retailer or the covered wholesaler has made and completed payment for purchases from the covered supplier within the previous twelve months.
- (3) The covered retailer or the covered wholesaler has made a request of the covered supplier to provide to the retailer or wholesaler the same terms of sale provided to other covered retailers or covered wholesalers, consistent with the provisions of proposed law.
- (4) The refusal by the covered supplier to sell a covered good to the covered retailer or covered wholesaler has no commercially reasonable justification.

Proposed law provides that a dominant covered retailer, or its purchasing agent or any third party through which a dominant covered retailer contracts to purchase covered goods, shall not directly or indirectly take any action that the dominant covered retailer, purchasing agent, or third party intends, knows, or should know will coerce or induce a covered supplier to violate the provisions of proposed law.

Proposed law provides for the liability of mandataries.

Proposed law provides for defenses to liability by showing:

- (1) Any difference in the terms of sale was predominantly attributable to a covered retailer engaging in self-distribution of the covered good at issue or otherwise lowering the overall costs of the covered supplier through genuine efficiencies including but not limited to economies in distribution or manufacturing.
- (2) A covered retailer, in exchange for commercially reasonable consideration, voluntarily accepted terms of sale relating to a covered good that were not the same terms of sale as the terms of sale offered to another covered retailer.
- (3) The terms of sale applied only in cases in which there was an actual or imminent deterioration of perishable goods, obsolescence of seasonal goods, distress sales under court process, or sales in good faith in discontinuance of business in the goods concerned.

Proposed law provides for enforcement by the attorney general, and for civil penalties.

Proposed law provides for rules of construction.

Effective upon signature of the governor.

(Adds R.S. 51:3301-3308)