

HOUSE COMMITTEE OF REFERENCE REPORT

Chair of Committee

February 29, 2024
Date

Committee on Business Affairs & Labor.

After consideration on the merits, the Committee recommends the following:

HB24-1129 be amended as follows, and as so amended, be referred to the Committee on Appropriations with favorable recommendation:

1 Amend printed bill, strike everything below the enacting clause and
2 substitute:

3 "SECTION 1. In Colorado Revised Statutes, add 8-4-126 as
4 follows:

5 **8-4-126. Cost and wage transparency from delivery network**
6 **companies - notice requirements - deactivation requirements -**
7 **enforcement - driver safety - task acceptance time - penalties -**
8 **definitions - rules.** (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT
9 OTHERWISE REQUIRES:

10 (a) "CONSUMER" MEANS AN INDIVIDUAL WHO USES A DIGITAL
11 PLATFORM TO ORDER DELIVERY SERVICES FROM A DELIVERY NETWORK
12 COMPANY.

13 (b) "DEACTIVATE" OR "DEACTIVATION" MEANS CONDUCT THAT A
14 DELIVERY NETWORK COMPANY ENGAGES IN TO MATERIALLY RESTRICT A
15 DRIVER'S ACCESS TO THE DIGITAL PLATFORM FOR MORE THAN
16 SEVENTY-TWO HOURS, INCLUDING BLOCKING A DRIVER'S ACCESS TO THE
17 DIGITAL PLATFORM, SUSPENDING A DRIVER, OR CHANGING A DRIVER'S
18 STATUS FROM ELIGIBLE TO INELIGIBLE TO PROVIDE DELIVERY SERVICES
19 THROUGH THE DELIVERY NETWORK COMPANY'S DIGITAL PLATFORM.

20 (c) (I) "DELIVERY NETWORK COMPANY" OR "DNC" MEANS ANY
21 PERSON THAT SELLS THE DELIVERY OF GOODS OR SERVICES, INCLUDING
22 DELIVERY PROVIDED AS PART OF THE SALE OF GOODS, IN THE STATE AND
23 THAT ENGAGES OR DISPATCHES DELIVERY DRIVERS THROUGH A DIGITAL
24 PLATFORM.

25 (II) "DELIVERY NETWORK COMPANY" OR "DNC" DOES NOT
26 INCLUDE A MOTOR CARRIER OF TOWED MOTOR VEHICLES REGULATED BY
27 THE PUBLIC UTILITIES COMMISSION PURSUANT TO PART 4 OF ARTICLE 10.1

1 OF TITLE 40 OR A MOTOR CARRIER OF HOUSEHOLD GOODS REGULATED BY
2 THE PUBLIC UTILITIES COMMISSION PURSUANT TO PART 5 OF ARTICLE 10.1
3 OF TITLE 40.

4 (d) "DELIVERY TASK" OR "TASK" MEANS THE TIME SPENT,
5 DISTANCE TRAVELED, AND ROUTE FOLLOWED BY A DRIVER TO PROVIDE
6 DELIVERY SERVICES TO A CONSUMER THROUGH A DELIVERY NETWORK
7 COMPANY, INCLUDING TRAVELING TO A MERCHANT'S BUSINESS; PICKING
8 UP FOOD, BEVERAGES, OR OTHER GOODS FOR DELIVERY; AND TAKING AND
9 DEPOSITING THE DELIVERY AT A DIFFERENT LOCATION, AS REQUESTED. A
10 DELIVERY TASK MAY ENCOMPASS MULTIPLE TRANSACTIONS.

11 (e) "DIGITAL PLATFORM" MEANS AN ONLINE APPLICATION,
12 INTERNET SITE, OR SYSTEM THAT A DELIVERY NETWORK COMPANY USES
13 TO FACILITATE, MANAGE, OR FACILITATE AND MANAGE DELIVERY
14 SERVICES.

15 (f) "DRIVER" MEANS AN INDIVIDUAL PROVIDING DELIVERY
16 SERVICES THROUGH A DELIVERY NETWORK COMPANY'S DIGITAL PLATFORM
17 IN A PERSONAL VEHICLE.

18 (g) "IRS COST DEDUCTION RATE" MEANS THE FEDERAL INTERNAL
19 REVENUE SERVICE'S PREVAILING MILEAGE COST DEDUCTION RATE FOR
20 BUSINESS USE.

21 (h) "MERCHANT" MEANS A THIRD PARTY THAT SELLS GOODS OR
22 SERVICES TO CONSUMERS THROUGH A DELIVERY NETWORK COMPANY.

23 (i) "ON-CALL TIME" MEANS THE TIME THAT A DRIVER IS
24 CONNECTED TO A DELIVERY NETWORK COMPANY'S DIGITAL PLATFORM IN
25 A STATUS WHERE THE DRIVER MAY RECEIVE OR ACCEPT DELIVERY TASK
26 OFFERS, EXCLUDING TASK TIME.

27 (j) "TASK TIME" MEANS THE TIME BETWEEN THE ACCEPTANCE OF
28 A DELIVERY TASK OFFER AND ITS COMPLETION OR CANCELLATION.

29 (k) "TIP" MEANS A GRATUITY THAT A CONSUMER:

30 (I) INDICATES THROUGH A DIGITAL PLATFORM AS INTENDED FOR
31 DIRECT PAYMENT TO THE DRIVER; OR

32 (II) WOULD REASONABLY EXPECT TO BE PAID IN FULL TO THE
33 DRIVER.

34 (l) "TRANSACTION" MEANS AN ORDER THAT A CONSUMER MAKES
35 USING A DELIVERY NETWORK COMPANY'S DIGITAL PLATFORM TO REQUEST
36 THAT A DRIVER DELIVER FOOD, BEVERAGES, OR OTHER GOODS FROM A
37 MERCHANT. A DRIVER MAY PICK UP GOODS RELATED TO MULTIPLE
38 TRANSACTIONS AS PART OF A SINGLE DELIVERY TASK.

39 (2) **Payment transparency to consumer.** (a) ON THE SAME
40 SCREEN ON WHICH A DNC PROMPTS A CONSUMER TO LEAVE A TIP FOR A
41 DRIVER THAT IS COMPENSATED ON A PER-DELIVERY-TASK OR A
42 PER-TRANSACTION BASIS, THE DNC SHALL MAKE THE FOLLOWING
43 DISCLOSURES IN A MANNER PROMINENTLY DISPLAYED ON THE SCREEN:

1 (I) THE AMOUNT OF MONEY THAT THE CONSUMER PAID OR WILL
2 PAY FOR THE TRANSACTION; AND
3 (II) THE AMOUNT OF MONEY THE DRIVER RECEIVED OR WILL
4 RECEIVE FOR THE TRANSACTION.
5 (b) A DNC SHALL PAY A DRIVER ALL TIPS PAID BY A CONSUMER.
6 (c) THE INFORMATION DISCLOSED TO CONSUMERS PURSUANT TO
7 THIS SUBSECTION (2) MUST BE:
8 (I) PROMINENTLY DISPLAYED ON THE SCREEN;
9 (II) IN A FONT THAT IS AT LEAST ONE AND ONE-HALF TIMES LARGER
10 THAN THE FONT USED TO PRESENT ANY OTHER INFORMATION ON THE
11 SCREEN; AND
12 (III) PRESENTED USING DESIGN TECHNIQUES INTENDED TO DRAW
13 THE EYE TO THE INFORMATION.
14 (3) **Wage transparency to driver.** (a) EACH TIME A DNC OFFERS
15 A DELIVERY TASK TO A DRIVER WHO IS COMPENSATED ON A
16 PER-DELIVERY-TASK OR A PER-TRANSACTION BASIS, BEFORE THE DRIVER
17 ACCEPTS THE TASK, THE DNC SHALL DISCLOSE TO THE DRIVER THE
18 FOLLOWING INFORMATION ON A SMARTPHONE OR SIMILAR SCREEN IN A
19 CLEARLY LEGIBLE FORMAT:
20 (I) THE ESTIMATED OR ACTUAL AMOUNT THE DRIVER WILL EARN
21 FOR THE DELIVERY TASK, DISAGGREGATED TO SHOW THE FULL AND
22 ACCURATE AMOUNT OF ANY TIP OR REIMBURSEMENT;
23 (II) THE NUMBER OF TRANSACTIONS INVOLVED IN THE DELIVERY
24 TASK;
25 (III) THE ADDRESS OR ADDRESSES WHERE THE FOOD, BEVERAGES,
26 OR OTHER GOODS MUST BE PICKED UP;
27 (IV) THE CARDINAL AND INTERCARDINAL DIRECTION FROM WHERE
28 THE DRIVER IS REQUIRED TO PICK UP THE FOOD, BEVERAGES, OR OTHER
29 GOODS TO THE LOCATIONS WHERE THE FOOD, BEVERAGES, OR OTHER
30 GOODS MUST BE DELIVERED;
31 (V) THE ESTIMATED OR ACTUAL TIME THE DRIVER WILL SPEND ON
32 THE DELIVERY TASK; AND
33 (VI) THE ESTIMATED OR ACTUAL DISTANCE THE DRIVER WILL
34 TRAVEL FOR THE DELIVERY TASK.
35 (b) WITHIN TWENTY-FOUR HOURS AFTER A DRIVER COMPLETES A
36 DELIVERY TASK FOR WHICH THE DRIVER WAS PAID ON A
37 PER-DELIVERY-TASK OR A PER-TRANSACTION BASIS, OR AFTER SUCH A
38 DELIVERY TASK IS CANCELLED, A DNC MUST DISCLOSE TO THE DRIVER BY
39 E-MAIL OR OTHER MECHANISM THAT REMAINS AVAILABLE TO THE DRIVER
40 FOR AT LEAST ONE YEAR IN A CLEARLY LEGIBLE FORMAT:
41 (I) THE ACTUAL AMOUNT THE DRIVER WAS PAID FOR THE DELIVERY
42 TASK, DISAGGREGATED TO SHOW THE AMOUNT OF ANY TIP OR
43 REIMBURSEMENT;

- 1 (II) THE FULL AND ACCURATE AMOUNT OF ANY TIP PAID BY THE
2 CONSUMER;
- 3 (III) THE ACTUAL TIME THE DRIVER SPENT ON THE DELIVERY TASK;
- 4 (IV) THE ACTUAL DISTANCE THE DRIVER TRAVELED FOR THE
5 DELIVERY TASK;
- 6 (V) THE IRS COST DEDUCTION RATE FOR THE DISTANCE TRAVELED
7 FOR THE DELIVERY TASK; AND
- 8 (VI) IF THE DELIVERY TASK OR A TRANSACTION WAS CANCELLED,
9 WHO INITIATED THE CANCELLATION.
- 10 (c) IF A DNC COMPENSATES A DRIVER FOR A BLOCK OF TIME FOR
11 MULTIPLE DELIVERIES, THE DNC SHALL PROMINENTLY DISPLAY ON THE
12 SCREEN, PRIOR TO THE DRIVER ACCEPTING THE BLOCK OF TIME, THE
13 MINIMUM AMOUNT THE DNC WILL PAY THE DRIVER FOR COMPLETING
14 DELIVERIES DURING THE SPECIFIED BLOCK OF TIME AND PROMINENTLY
15 DISPLAY THE FOLLOWING INFORMATION ON THE SCREEN WHEN THE BLOCK
16 OF TIME BEGINS:
- 17 (I) THE TOTAL NUMBER OF DELIVERIES TO BE COMPLETED DURING
18 THE SPECIFIED BLOCK OF TIME;
- 19 (II) A REASONABLE ESTIMATE OF THE ENGAGED TIME REQUIRED TO
20 COMPLETE ALL ASSIGNED DELIVERIES;
- 21 (III) THE RANGE OF TIME IN WHICH THE DELIVERIES CAN BE
22 COMPLETED;
- 23 (IV) A REASONABLE ESTIMATE OF THE NUMBER OF MILES
24 REQUIRED TO COMPLETE ALL DELIVERIES;
- 25 (V) THE APPROXIMATE PICK-UP AND DROP-OFF LOCATIONS FOR
26 ALL DELIVERIES; AND
- 27 (VI) CLEAR INFORMATION ON WHICH DELIVERIES NEED TO BE
28 COMPLETED WITHIN SPECIFIC TIME WINDOWS.
- 29 (d) WITHIN TWENTY-FOUR HOURS AFTER A DRIVER COMPLETES A
30 DELIVERY TASK FOR WHICH THE DRIVER WAS COMPENSATED FOR A BLOCK
31 OF TIME, OR AFTER SUCH A DELIVERY TASK IS CANCELED, A DNC SHALL
32 MAKE THE FOLLOWING DISCLOSURES TO THE DRIVER BY E-MAIL OR OTHER
33 MECHANISM THAT REMAINS AVAILABLE TO THE DRIVER FOR AT LEAST ONE
34 YEAR:
- 35 (I) THE ACTUAL AMOUNT THE DRIVER WAS PAID FOR THE DELIVERY
36 TASK, DISAGGREGATED TO SHOW THE AMOUNT OF ANY TIP OR
37 REIMBURSEMENT;
- 38 (II) THE FULL AND ACCURATE AMOUNT OF ANY TIP PAID BY THE
39 CONSUMER;
- 40 (III) THE ACTUAL TIME THE DRIVER SPENT ON THE DELIVERY TASK;
- 41 (IV) THE ACTUAL DISTANCE THE DRIVER TRAVELED FOR THE
42 DELIVERY TASK;
- 43 (V) THE IRS COST DEDUCTION RATE FOR THE DISTANCE TRAVELED

1 FOR THE DELIVERY TASK; AND
2 (VI) IF THE DELIVERY TASK OR A TRANSACTION WAS CANCELLED,
3 WHO INITIATED THE CANCELLATION.
4 (e) THE INFORMATION DISCLOSED TO A DRIVER PURSUANT TO THIS
5 SUBSECTION (3) MUST BE:
6 (I) PROMINENTLY DISPLAYED ON THE SCREEN OR IN THE E-MAIL;
7 (II) IN A FONT THAT IS AT LEAST ONE AND ONE-HALF TIMES LARGER
8 THAN THE FONT USED TO PRESENT ANY OTHER INFORMATION ON THE
9 SCREEN OR IN THE E-MAIL; AND
10 (III) PRESENTED USING DESIGN TECHNIQUES INTENDED TO DRAW
11 THE EYE TO THE INFORMATION.
12 (4) **Disclosures to the division.** (a) BEGINNING ON APRIL 1, 2025,
13 AND AT LEAST ONCE EVERY SIX MONTHS ON OR BEFORE APRIL 1 AND
14 OCTOBER 1 EACH YEAR THEREAFTER, A DNC SHALL DISCLOSE TO THE
15 DIVISION THE FOLLOWING INFORMATION REGARDING THE PRECEDING SIX
16 MONTHS OF THE DNC'S OPERATIONS IN COLORADO:
17 (I) THE NUMBER OF DRIVERS WHO ENGAGED IN TASK TIME;
18 (II) THE NUMBER OF DRIVERS WHO ENGAGED IN ON-CALL TIME;
19 (III) THE NUMBER OF DELIVERY TASKS;
20 (IV) THE NUMBER OF TRANSACTIONS;
21 (V) THE MINUTES OF TASK TIME;
22 (VI) THE MINUTES OF ON-CALL TIME;
23 (VII) THE NUMBER OF CONSUMERS WHO RECEIVED AT LEAST ONE
24 DELIVERY;
25 (VIII) THE NUMBER OF CANCELLED TRANSACTIONS;
26 (IX) THE NUMBER OF COMPLETED TRANSACTIONS;
27 (X) THE TOTAL AMOUNT CHARGED TO CONSUMERS FOR THE FOOD,
28 BEVERAGES, OR OTHER GOODS DELIVERED BY A DRIVER;
29 (XI) THE TOTAL AMOUNT PAID TO DRIVERS, DISAGGREGATED TO
30 SHOW:
31 (A) THE TOTAL TIPS PAID TO DRIVERS FOR DELIVERY TASKS;
32 (B) THE TOTAL REIMBURSEMENT AMOUNT PAID TO DRIVERS FOR
33 TOLLS OR OTHER ITEMS INITIALLY PAID BY DRIVERS;
34 (C) THE TOTAL AMOUNT DRIVERS RECEIVED AS PAYMENT FROM
35 THE DNC FOR ALL DELIVERY TASKS; AND
36 (D) THE TOTAL AMOUNT DRIVERS RECEIVED IN BONUSES,
37 INCENTIVES, OR OTHER PAYMENTS;
38 (XII) THE NUMBER OF MERCHANTS WHO PREPARED AT LEAST ONE
39 ORDER FOR DELIVERY COORDINATED THROUGH A DNC'S DIGITAL
40 PLATFORM;
41 (XIII) THE TOTAL AMOUNT CHARGED TO MERCHANTS DURING THE
42 REPORTING PERIOD; AND
43 (XIV) THE TOTAL OF ALL AMOUNTS CHARGED TO CONSUMERS

1 OTHER THAN THE AMOUNT FOR THE FOOD, BEVERAGES, OR OTHER GOODS
2 DISCLOSED PURSUANT TO SUBSECTION (4)(a)(X) OF THIS SECTION.

3 (b) THE DIVISION SHALL MAKE THE INFORMATION PROVIDED BY
4 EACH DNC IN ACCORDANCE WITH THIS SECTION PUBLICLY AVAILABLE,
5 SORTABLE, AND SEARCHABLE WITH REDACTIONS TO PROTECT DRIVER AND
6 CONSUMER PRIVACY AND IDENTITY.

7 (5) **Contract transparency - rules.** (a) A DNC SHALL OFFER A
8 DRIVER A CONTRACT OR CHANGES TO A CONTRACT ON THE DIGITAL
9 PLATFORM AND BY E-MAIL.

10 (b) A DNC SHALL INCLUDE IN A CONTRACT A TABLE OF CONTENTS
11 DESCRIBING THE TERMS OR SECTIONS OF THE CONTRACT ON THE FIRST
12 PAGE OF THE CONTRACT.

13 (c) ALL MATERIAL TERMS OF A CONTRACT THE DNC OFFERS TO A
14 DRIVER MUST BE DISCLOSED IN PLAIN LANGUAGE.

15 (d) WHEN PROVIDING A NEW DRIVER WITH A CONTRACT, A DNC
16 SHALL PROMINENTLY DISPLAY THE CONTRACT ON THE SCREEN AND E-MAIL
17 THE CONTRACT AT THE TIME THE DRIVER APPLIES TO WORK FOR THE DNC.

18 (e) WHEN A DNC CHANGES A CONTRACT OR ISSUES A NEW
19 CONTRACT, THE DNC SHALL:

20 (I) E-MAIL THE CONTRACT TO ALL DRIVERS ENGAGED ON THE
21 DIGITAL PLATFORM AT LEAST FOURTEEN DAYS BEFORE THE CONTRACT
22 BECOMES ENFORCEABLE; AND

23 (II) POST THE CONTRACT ONLINE, IN THE DIGITAL PLATFORM, OR
24 IN ANOTHER LOCATION THAT IS AVAILABLE TO THE PUBLIC ON AN ONGOING
25 BASIS FOR AT LEAST FOURTEEN DAYS BEFORE THE CONTRACT BECOMES
26 ENFORCEABLE.

27 (f) A DNC SHALL PROVIDE DRIVERS WITH CONTRACTS IN ENGLISH,
28 SPANISH, ARABIC, AND UP TO THREE ADDITIONAL LANGUAGES COMMONLY
29 SPOKEN BY DRIVERS IN THE STATE, AS DETERMINED BY THE DIRECTOR.

30 (g) ONCE A DRIVER AGREES TO A CONTRACT WITH THE DNC, THE
31 DNC SHALL E-MAIL THE CONTRACT TO THE DRIVER AND MAKE THE SIGNED
32 CONTRACT CONTINUOUSLY AVAILABLE TO THE DRIVER ON THE DIGITAL
33 PLATFORM.

34 (6) **Account deactivation transparency - deactivation challenge**
35 **procedure - rules.** (a) A DNC SHALL DEVELOP AND MAINTAIN AN
36 ACCOUNT DEACTIVATION POLICY. THE POLICY MUST:

37 (I) BE IN WRITING, WHICH MAY BE IN AN ELECTRONIC FORMAT;

38 (II) DEFINE WHAT CONSTITUTES A VIOLATION THAT MAY RESULT
39 IN AN ACCOUNT DEACTIVATION AND BE SPECIFIC ENOUGH FOR A DRIVER TO
40 REASONABLY UNDERSTAND WHAT CONSTITUTES A VIOLATION;

41 (III) BE PROVIDED TO THE DRIVER PRIOR TO THE DRIVER
42 PROVIDING DELIVERY SERVICES THROUGH THE DNC'S DIGITAL PLATFORM;
43 AND

1 (IV) BE AVAILABLE TO THE DRIVER IN ENGLISH, SPANISH, ARABIC,
2 AND UP TO THREE ADDITIONAL LANGUAGES COMMONLY SPOKEN BY DNC
3 DRIVERS IN THE STATE, AS DETERMINED BY THE DIRECTOR.

4 (b) A DNC SHALL PROVIDE THE ACCOUNT DEACTIVATION POLICY
5 TO THE DIVISION IN ENGLISH, SPANISH, ARABIC, AND UP TO THREE
6 ADDITIONAL LANGUAGES COMMONLY SPOKEN BY DRIVERS IN THE STATE,
7 AS DETERMINED BY THE DIRECTOR. THE DIVISION SHALL POST THE DNC'S
8 ACCOUNT DEACTIVATION POLICY AND ANY REVISIONS TO THE DNC'S
9 ACCOUNT DEACTIVATION POLICY PUBLICLY ON THE DIVISION'S WEBSITE
10 FOR AT LEAST THIRTY DAYS BEFORE THE DEACTIVATION POLICY BECOMES
11 ENFORCEABLE.

12 (c) A DNC SHALL NOT DEACTIVATE A DRIVER UNLESS THE
13 DEACTIVATION IS CONSISTENT WITH THE DNC'S DEACTIVATION POLICY
14 ADOPTED AND DISTRIBUTED IN ACCORDANCE WITH THIS SUBSECTION (6).

15 (d) A DNC SHALL PROVIDE A DRIVER WITH WRITTEN NOTICE OF AN
16 ACCOUNT DEACTIVATION IN AN ELECTRONIC FORMAT VIA E-MAIL, TEXT
17 MESSAGE, OR THROUGH THE DNC'S DIGITAL PLATFORM UPON THE
18 EFFECTIVE DATE OF THE DEACTIVATION. A NOTICE REQUIRED BY THIS
19 SECTION MUST INCLUDE THE FOLLOWING INFORMATION:

20 (I) SUFFICIENT INFORMATION FOR THE DRIVER TO REASONABLY
21 UNDERSTAND THE REASONS FOR THE ACCOUNT DEACTIVATION, INCLUDING
22 THE PROVISION OF THE DNC'S ACCOUNT DEACTIVATION POLICY THAT WAS
23 VIOLATED;

24 (II) THE EFFECTIVE DATE OF THE ACCOUNT DEACTIVATION;

25 (III) A DESCRIPTION OF THE STEPS, IF ANY, THE DRIVER CAN TAKE
26 TO REMEDY THE VIOLATION; AND

27 (IV) NOTIFICATION OF THE DRIVER'S RIGHT TO CHALLENGE THE
28 ACCOUNT DEACTIVATION PURSUANT TO SUBSECTION (6)(e) OF THIS
29 SECTION; AND

30 (V) THE DNC'S PROCESS FOR CHALLENGING AN ACCOUNT
31 DEACTIVATION OR A LINK TO A DESCRIPTION OF THAT PROCESS.

32 (e) (I) A DRIVER HAS THE RIGHT TO CHALLENGE THE DRIVER'S
33 ACCOUNT DEACTIVATION THROUGH AN INTERNAL ACCOUNT
34 DEACTIVATION CHALLENGE PROCEDURE ESTABLISHED BY THE DNC.

35 (II) A DNC SHALL CREATE AN INTERNAL ACCOUNT DEACTIVATION
36 CHALLENGE PROCEDURE THAT MUST BE MADE AVAILABLE TO THE DRIVER
37 IMMEDIATELY UPON NOTICE OF THE DRIVER'S ACCOUNT DEACTIVATION
38 AND FOR UP TO THIRTY DAYS AFTER THE DATE OF THE DEACTIVATION
39 NOTICE.

40 (III) A DNC SHALL PROVIDE THE DNC'S INTERNAL ACCOUNT
41 DEACTIVATION CHALLENGE PROCEDURE TO THE DRIVER ALONG WITH THE
42 DEACTIVATION NOTICE PROVIDED PURSUANT TO SUBSECTION (6)(d) OF
43 THIS SECTION IN A FORMAT THAT IS READILY ACCESSIBLE TO THE DRIVER.

1 (IV) A DNC SHALL REVIEW AND RESPOND TO A DRIVER'S
2 CHALLENGE TO AN ACCOUNT DEACTIVATION WITHIN FOURTEEN DAYS
3 AFTER RECEIVING THE CHALLENGE. A DNC'S RESPONSE TO A DRIVER'S
4 CHALLENGE TO AN ACCOUNT DEACTIVATION MUST INCLUDE A WRITTEN
5 STATEMENT, WHICH MAY BE IN AN ELECTRONIC FORMAT, PROVIDING ONE
6 OF THE FOLLOWING:

7 (A) A DETERMINATION REAFFIRMING THE ACCOUNT
8 DEACTIVATION, INCLUDING A DESCRIPTION OF THE STEPS, IF ANY, THE
9 DRIVER CAN TAKE TO REMEDY THE VIOLATION, AND A SUMMARY OF THE
10 REASONS THAT THE ACCOUNT DEACTIVATION IS REAFFIRMED;

11 (B) ANY CIRCUMSTANCES NECESSITATING A DELAYED TIMELINE
12 FOR THE DNC'S RESPONSE AND AN ANTICIPATED DATE FOR A RESPONSE
13 EITHER REAFFIRMING THE ACCOUNT DEACTIVATION OR REINSTATING THE
14 DRIVER; OR

15 (C) A DETERMINATION THAT THE DRIVER DID NOT VIOLATE THE
16 DNC'S ACCOUNT DEACTIVATION POLICY AND INFORMATION REGARDING
17 WHEN THE DRIVER'S ACCESS TO THE DIGITAL PLATFORM WILL BE
18 REINSTATED.

19 (V) FOLLOWING THE CONCLUSION OF THE INTERNAL ACCOUNT
20 DEACTIVATION CHALLENGE PROCEDURE, THE DNC MUST REINSTATE THE
21 DRIVER'S ACCESS TO THE DIGITAL PLATFORM IF THE DNC DETERMINES
22 THAT THE DRIVER DID NOT VIOLATE THE DNC'S ACCOUNT DEACTIVATION
23 POLICY OR THAT THE DRIVER CORRECTED ANY VIOLATION. THE DNC MUST
24 REINSTATE THE DRIVER'S ACCESS AS SOON AS POSSIBLE AND NO LATER
25 THAN SEVENTY-TWO HOURS FOLLOWING THE DNC PROVIDING THE
26 WRITTEN STATEMENT PURSUANT TO SUBSECTION (6)(e)(IV) OF THIS
27 SECTION.

28 (f) THIS SUBSECTION (6) SHALL NOT BE INTERPRETED TO REQUIRE
29 A DNC TO PROVIDE A DRIVER WITH ANY INFORMATION THAT A DNC
30 REASONABLY BELIEVES COULD COMPROMISE THE SAFETY OR PRIVACY OF
31 A CONSUMER.

32 (7) **Driver safety.** EACH TIME A DNC CONNECTS A CONSUMER TO
33 A DRIVER, THE DNC SHALL PROMPT THE CONSUMER AS A MEANS TO
34 ENCOURAGE THE CONSUMER TO ENSURE DRIVER SAFETY UPON ARRIVAL,
35 INCLUDING BY ENSURING A CLEAR, WELL-LIT, SAFE DELIVERY PATH AND
36 ENSURING ALL PETS ARE PROPERLY SECURED.

37 (8) **Task acceptance time.** (a) A DNC SHALL ENSURE ALL
38 DRIVERS HAVE AT LEAST SIXTY SECONDS AFTER A DELIVERY TASK OFFER
39 IS DISPLAYED ON THE DRIVER'S SMARTPHONE OR SIMILAR SCREEN TO
40 DECIDE WHETHER OR NOT TO ACCEPT THE OFFER.

41 (b) IT IS UNLAWFUL FOR A DNC TO DISCRIMINATE AGAINST A
42 DRIVER FOR FAILURE TO RESPOND TO A DELIVERY TASK OFFER WITHIN
43 SIXTY SECONDS AFTER DISPLAYING THE OFFER ON THE DRIVER'S

1 SMARTPHONE OR SIMILAR SCREEN.

2 (9) **Penalties, fines, and enforcement.** (a) IF A DNC VIOLATES
3 THIS SECTION, THE DNC MAY BE SUBJECT TO:

4 (I) STATUTORY DAMAGES IN THE AMOUNT OF ONE THOUSAND
5 DOLLARS, AS DETERMINED BY A COURT, IN A CIVIL ACTION BROUGHT
6 PURSUANT TO SUBSECTION (9)(d) OF THIS SECTION ON A PER-CONSUMER
7 OR A PER-DRIVER BASIS, WHICH AMOUNT THE DNC SHALL PAY TO THE
8 CONSUMER OR DRIVER AFFECTED BY THE VIOLATION;

9 (II) A FINE OF ONE HUNDRED DOLLARS PER VIOLATION, AS
10 DETERMINED BY THE DIRECTOR ON A PER-CONSUMER OR A PER-DRIVER
11 BASIS, WHICH AMOUNT THE DNC SHALL PAY TO THE DIVISION; AND

12 (III) INJUNCTIVE RELIEF PURSUANT TO SUBSECTION (9)(d)(II) OF
13 THIS SECTION.

14 (b) THE DIVISION MAY INVESTIGATE ALLEGED VIOLATIONS IN
15 RESPONSE TO COMPLAINTS FILED OR AT THE DIVISION'S DISCRETION.

16 (c) THE DIRECTOR SHALL ESTABLISH PROCEDURES FOR DRIVERS
17 AND CONSUMERS TO SUBMIT COMPLAINTS TO THE DIVISION AND FOR THE
18 DIVISION'S INVESTIGATIONS, HEARINGS, AND IMPOSITION OF FINES
19 PURSUANT TO THIS SUBSECTION (9).

20 (d) (I) A PERSON AGGRIEVED BY A DNC'S VIOLATION OF THIS
21 SECTION MAY FILE A CIVIL ACTION AGAINST THE DNC IN THE DISTRICT
22 COURT WHERE:

23 (A) THE PERSON RESIDES;

24 (B) THE VIOLATION OCCURRED; OR

25 (C) THE DNC HAS A PHYSICAL PLACE OF BUSINESS IN THE STATE.

26 (II) THE PERSON FILING THE CIVIL ACTION MAY SEEK:

27 (A) INJUNCTIVE RELIEF FROM THE DISTRICT COURT TO COMPEL A
28 DNC TO COMPLY WITH THIS SECTION;

29 (B) STATUTORY DAMAGES AS SPECIFIED IN SUBSECTION (9)(a)(I)
30 OF THIS SECTION; AND

31 (C) ANY ACTUAL DAMAGES SUSTAINED AS A RESULT OF THE
32 VIOLATION.

33 (e) THE DIRECTOR SHALL TRANSFER THE FINES COLLECTED
34 PURSUANT TO SUBSECTION (9)(a)(II) OF THIS SECTION TO THE GENERAL
35 FUND.

36 (10) **Rules.** THE DIRECTOR SHALL ADOPT RULES NECESSARY TO
37 IMPLEMENT THIS SECTION ON OR BEFORE APRIL 1, 2025.

38 **SECTION 2. Act subject to petition - effective date -**
39 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following
40 the expiration of the ninety-day period after final adjournment of the
41 general assembly; except that, if a referendum petition is filed pursuant
42 to section 1 (3) of article V of the state constitution against this act or an
43 item, section, or part of this act within such period, then the act, item,

1 section, or part will not take effect unless approved by the people at the
2 general election to be held in November 2024 and, in such case, will take
3 effect on the date of the official declaration of the vote thereon by the
4 governor.

5 (2) This act applies to contracts executed or renewed on or after
6 the applicable effective date of this act.".

** ** ** ** ** ** ** **