

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 24-0270.01 Josh Schultz x5486

HOUSE BILL 24-1129

HOUSE SPONSORSHIP

Vigil and Mabrey,

SENATE SPONSORSHIP

Hinrichsen,

House Committees
Business Affairs & Labor

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING PROTECTIONS FOR DRIVERS ENGAGED WITH DELIVERY**
102 **NETWORK COMPANIES.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill requires a delivery network company (DNC) operating in the state to provide various disclosures to its drivers and to consumers of the DNC regarding payments that a consumer makes to the DNC and the amount that the DNC then pays to a driver.

The bill also requires a DNC to provide specified disclosures to the division of labor standards and statistics (division) in the department of

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
*Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.*

labor and employment regarding the DNC's operations in the state. The division shall make this information available to the public.

The bill imposes specific requirements on the manner in which a DNC may provide contracts to drivers and merchants.

The bill specifies how a DNC may deactivate a driver from the DNC's digital platform, including:

- Requiring that a DNC disclose specified information about the DNC's deactivation policy to drivers;
- Imposing requirements for how a DNC may amend the DNC's deactivation policy; and
- Creating procedures for a deactivation reconsideration meeting for administrative review of a driver's deactivation.

The division may adopt rules to provide reasonable safety and health protections for drivers. The bill requires that, when a DNC connects a consumer to a driver, the DNC prompt the consumer to encourage the consumer to ensure driver safety upon arrival, including ensuring a clear, well-lit, safe delivery path.

The bill requires that DNCs allow drivers at least 120 seconds to decide to accept a delivery task offer.

The division may impose fines against a DNC for violations of the bill. A consumer or driver aggrieved by a violation may file a civil suit against the DNC that committed the violation.

The director of the division is required to adopt rules necessary to implement the requirements of the bill by April 1, 2025.

1 *Be it enacted by the General Assembly of the State of Colorado:*

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

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

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

1 (b) "DEACTIVATE" OR "DEACTIVATION" MEANS CONDUCT THAT A
2 DELIVERY NETWORK COMPANY ENGAGES IN TO MATERIALLY RESTRICT A
3 DRIVER'S ACCESS TO THE DIGITAL PLATFORM, INCLUDING BLOCKING A
4 DRIVER'S ACCESS TO THE DIGITAL PLATFORM, SUSPENDING A DRIVER, OR
5 CHANGING A DRIVER'S STATUS FROM ELIGIBLE TO INELIGIBLE TO PROVIDE
6 DELIVERY SERVICES FOR THE DELIVERY NETWORK COMPANY.

7 (c) (I) "DELIVERY NETWORK COMPANY" OR "DNC" MEANS ANY
8 PERSON THAT SELLS THE DELIVERY OF GOODS OR SERVICES IN THE STATE
9 AND THAT CONNECTS CONSUMERS WITH DELIVERY WORKERS THROUGH A
10 DIGITAL PLATFORM.

11 (II) "DELIVERY NETWORK COMPANY" OR "DNC" DOES NOT
12 INCLUDE A MOTOR CARRIER OF TOWED MOTOR VEHICLES REGULATED BY
13 THE PUBLIC UTILITIES COMMISSION PURSUANT TO PART 4 OF ARTICLE 10.1
14 OF TITLE 40 OR A MOTOR CARRIER OF HOUSEHOLD GOODS REGULATED BY
15 THE PUBLIC UTILITIES COMMISSION PURSUANT TO PART 5 OF ARTICLE 10.1
16 OF TITLE 40.

17 (d) "DELIVERY TASK" MEANS THE TIME SPENT, DISTANCE
18 TRAVELED, AND ROUTE FOLLOWED BY A DRIVER TO PROVIDE DELIVERY
19 SERVICES TO A CONSUMER THROUGH A DELIVERY NETWORK COMPANY,
20 INCLUDING TRAVELING TO A MERCHANT'S BUSINESS; PICKING UP FOOD,
21 BEVERAGES, OR OTHER GOODS FOR DELIVERY; AND TAKING AND
22 DEPOSITING THE DELIVERY AT A DIFFERENT LOCATION, AS REQUESTED. A
23 DELIVERY TASK MAY ENCOMPASS MULTIPLE TRANSACTIONS.

24 (e) "DIGITAL PLATFORM" MEANS AN ONLINE APPLICATION,
25 INTERNET SITE, OR SYSTEM THAT A DELIVERY NETWORK COMPANY USES
26 TO FACILITATE, MANAGE, OR FACILITATE AND MANAGE DELIVERY
27 SERVICES.

1 (f) "DRIVER" MEANS A DRIVER PROVIDING DELIVERY SERVICES FOR
2 A DELIVERY NETWORK COMPANY.

3 (g) "IRS REIMBURSEMENT RATE" MEANS THE FEDERAL INTERNAL
4 REVENUE SERVICE'S PREVAILING MILEAGE RATES USED TO CALCULATE THE
5 DEDUCTIBLE COSTS OF OPERATING AN AUTOMOBILE FOR BUSINESS
6 PURPOSES.

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

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

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

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

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

18 (II) WOULD REASONABLY EXPECT TO BE PAID IN FULL TO THE
19 DRIVER.

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

25 (2) **Payment transparency to consumer.** (a) ON THE SAME
26 SCREEN ON WHICH A DNC PROMPTS A CONSUMER TO LEAVE A TIP FOR A
27 DNC DRIVER THAT IS COMPENSATED ON A PER-DELIVERY-TASK OR A

1 PER-TRANSACTION BASIS, THE DNC SHALL MAKE THE FOLLOWING
2 DISCLOSURES IN A MANNER PROMINENTLY DISPLAYED ON THE SCREEN:

3 (I) THE AMOUNT OF MONEY THAT THE CONSUMER PAID OR WILL
4 PAY FOR THE TRANSACTION;

5 (II) THE AMOUNT OF MONEY THE DRIVER RECEIVED OR WILL
6 RECEIVE FOR THE TRANSACTION;

7 (III) THE AMOUNT OF MONEY THE MERCHANT RECEIVED OR WILL
8 RECEIVE FOR THE TRANSACTION;

9 (IV) THE AMOUNT OF MONEY THE MERCHANT PAID OR WILL PAY
10 TO THE DNC IN RELATION TO THE TRANSACTION; AND

11 (V) A NOTICE, IF APPLICABLE, SPECIFYING:

12 (A) THAT THE MERCHANT PAYS THE DNC A FEE, COMMISSION, OR
13 COST THAT IS NOT DIRECTLY TIED TO THE TRANSACTION; AND

14 (B) THE AMOUNT OF THE FEE, COMMISSION, OR COST CHARGED TO
15 THE MERCHANT AND THE FREQUENCY THAT THE FEE, COMMISSION, OR
16 COST IS PAID TO THE DNC, UNLESS THE MERCHANT DIRECTS THAT THE
17 DNC NOT DISCLOSE THE AMOUNT OR FREQUENCY TO CONSUMERS.

18 (b) ALL ADDITIONAL AMOUNTS PAID BY THE CONSUMER IN EXCESS
19 OF THE AMOUNTS DISCLOSED PURSUANT TO THIS SUBSECTION (2) ARE A TIP
20 THAT THE DNC SHALL PAY TO THE DRIVER AND SHALL NOT RETAIN.

21 (3) **Wage transparency to driver.** (a) EACH TIME A DNC OFFERS
22 A DELIVERY TASK TO A DRIVER WHO IS COMPENSATED ON A
23 PER-DELIVERY-TASK OR A PER-TRANSACTION BASIS, BEFORE THE DRIVER
24 ACCEPTS THE TASK, THE DNC SHALL DISCLOSE TO THE DRIVER THE
25 FOLLOWING INFORMATION ON A SMARTPHONE OR SIMILAR SCREEN IN A
26 CLEARLY LEGIBLE FORMAT:

27 (I) THE ESTIMATED OR ACTUAL AMOUNT THE DNC WILL PAY THE

- 1 DRIVER FOR THE DELIVERY TASK;
- 2 (II) THE FULL AND ACCURATE AMOUNT OF ANY TIP SPECIFIED BY
3 THE CONSUMER;
- 4 (III) THE NUMBER OF TRANSACTIONS INVOLVED IN THE DELIVERY
5 TASK;
- 6 (IV) THE ADDRESS OR ADDRESSES WHERE THE FOOD, BEVERAGES,
7 OR OTHER GOODS MUST BE PICKED UP;
- 8 (V) THE ADDRESS OR ADDRESSES WHERE THE FOOD, BEVERAGES,
9 OR OTHER GOODS MUST BE DELIVERED;
- 10 (VI) THE ESTIMATED OR ACTUAL TIME THE DRIVER WILL SPEND ON
11 THE DELIVERY TASK; AND
- 12 (VII) THE ESTIMATED OR ACTUAL DISTANCE THE DRIVER WILL
13 TRAVEL FOR THE DELIVERY TASK.
- 14 (b) WITHIN TWENTY-FOUR HOURS AFTER A DRIVER COMPLETES A
15 DELIVERY TASK FOR WHICH THE DRIVER WAS PAID ON A
16 PER-DELIVERY-TASK OR A PER-TRANSACTION BASIS, OR AFTER SUCH A
17 DELIVERY TASK IS CANCELLED, A DNC MUST DISCLOSE TO THE DRIVER BY
18 E-MAIL OR OTHER MECHANISM THAT REMAINS AVAILABLE TO THE DRIVER
19 FOR AT LEAST ONE YEAR AND ON A FULL SMARTPHONE OR SIMILAR SCREEN
20 IN A CLEARLY LEGIBLE FORMAT:
- 21 (I) ALL INFORMATION REQUIRED UNDER SUBSECTION (3)(a) OF
22 THIS SECTION;
- 23 (II) THE IRS REIMBURSEMENT RATE FOR THE DISTANCE TRAVELED
24 FOR THE DELIVERY TASK; AND
- 25 (III) IF THE DELIVERY TASK OR A TRANSACTION WAS CANCELLED,
26 WHO INITIATED THE CANCELLATION.
- 27 (4) **Disclosures to the division.** (a) AT LEAST ONCE EVERY SIX

1 MONTHS, ON OR BEFORE APRIL 1 AND OCTOBER 1 EACH YEAR, A DNC
2 SHALL DISCLOSE TO THE DIVISION THE FOLLOWING INFORMATION
3 REGARDING THE PRECEDING SIX MONTHS OF THE DNC'S OPERATIONS IN
4 COLORADO:

- 5 (I) THE NUMBER OF DRIVERS WHO ENGAGED IN TASK TIME;
- 6 (II) THE NUMBER OF DRIVERS WHO ENGAGED IN ON-CALL TIME;
- 7 (III) THE NUMBER OF DELIVERY TASKS;
- 8 (IV) THE NUMBER OF TRANSACTIONS;
- 9 (V) THE MINUTES OF TASK TIME;
- 10 (VI) THE MINUTES OF ON-CALL TIME;
- 11 (VII) THE NUMBER OF CONSUMERS WHO RECEIVED AT LEAST ONE
12 DELIVERY;
- 13 (VIII) THE NUMBER OF CANCELLED TRANSACTIONS;
- 14 (IX) THE NUMBER OF COMPLETED TRANSACTIONS;
- 15 (X) THE TOTAL AMOUNT CHARGED TO CONSUMERS FOR THE FOOD,
16 BEVERAGES, OR OTHER GOODS DELIVERED BY A DRIVER;
- 17 (XI) THE TOTAL AMOUNT PAID TO DRIVERS, DISAGGREGATED TO
18 SHOW:
 - 19 (A) THE TOTAL GRATUITIES PAID TO DRIVERS FOR DELIVERY
20 TASKS;
 - 21 (B) THE TOTAL REIMBURSEMENT AMOUNT PAID TO DRIVERS FOR
22 TOLLS OR OTHER ITEMS INITIALLY PAID BY DRIVERS;
 - 23 (C) THE TOTAL AMOUNT DRIVERS RECEIVED AS PAYMENT FROM
24 THE DNC FOR ALL DELIVERY TASKS; AND
 - 25 (D) THE TOTAL AMOUNT DRIVERS RECEIVED IN BONUSES,
26 INCENTIVES, OR OTHER PAYMENTS;
- 27 (XII) THE NUMBER OF MERCHANTS WHO PREPARED AT LEAST ONE

1 ORDER FOR DELIVERY COORDINATED THROUGH A DNC'S DIGITAL
2 PLATFORM;

3 (XIII) THE TOTAL AMOUNT CHARGED TO MERCHANTS DURING THE
4 REPORTING PERIOD; AND

5 (XIV) THE TOTAL OF ALL AMOUNTS CHARGED TO CONSUMERS
6 OTHER THAN THE AMOUNT FOR THE FOOD, BEVERAGES, OR OTHER GOODS
7 DISCLOSED PURSUANT TO SUBSECTION (4)(a)(X) OF THIS SECTION.

8 (b) THE DIVISION SHALL MAKE THE INFORMATION PROVIDED BY
9 EACH DNC IN ACCORDANCE WITH THIS SECTION PUBLICLY AVAILABLE,
10 SORTABLE, AND SEARCHABLE WITH REDACTIONS TO PROTECT DRIVER AND
11 CONSUMER PRIVACY AND IDENTITY.

12 (5) **Contract transparency - rules.** (a) A DNC SHALL OFFER
13 DRIVERS AND MERCHANTS CONTRACTS OR CHANGES IN CONTRACTS ON THE
14 DIGITAL PLATFORM, BY E-MAIL, AND IN ANY OTHER MANNER REQUIRED BY
15 THE DIRECTOR BY RULE.

16 (b) A DNC SHALL INCLUDE IN A CONTRACT A TABLE OF CONTENTS
17 DESCRIBING THE TERMS OR SECTIONS OF THE CONTRACT ON THE FIRST
18 PAGE OF THE CONTRACT.

19 (c) ALL MATERIAL TERMS OF A CONTRACT THE DNC OFFERS TO A
20 DRIVER OR A MERCHANT MUST BE DISCLOSED IN PLAIN LANGUAGE.

21 (d) A DNC SHALL PROVIDE DRIVERS AND MERCHANTS AT LEAST
22 THIRTY DAYS TO REVIEW AND CONSIDER ANY CONTRACTS OR CHANGES IN
23 CONTRACTS. WHILE A DRIVER OR MERCHANT IS REVIEWING A CONTRACT
24 OR CHANGE IN CONTRACT, THE DNC SHALL CONTINUE TO ENGAGE WITH
25 THE DRIVER OR MERCHANT PURSUANT TO THE TERMS OF THE DRIVER'S OR
26 MERCHANT'S PREVIOUS CONTRACT WITH THE DNC.

27 (e) A DNC SHALL PROVIDE DRIVERS AND MERCHANTS WITH

1 CONTRACTS IN ENGLISH AND IN THE DOMINANT LANGUAGE OF EACH
2 DRIVER OR MERCHANT.

3 (f) ONCE A DRIVER OR MERCHANT SIGNS A CONTRACT WITH THE
4 DNC, THE DNC SHALL E-MAIL THE SIGNED CONTRACT TO THE DRIVER OR
5 MERCHANT AND MAKE THE SIGNED CONTRACT CONTINUOUSLY AVAILABLE
6 TO THE DRIVER OR MERCHANT ON THE DIGITAL PLATFORM.

7 (6) **Deactivation transparency - deactivation reconsideration**
8 **meetings - rules.** (a) A DNC SHALL DEVELOP AND INFORM DRIVERS OF
9 THE DNC'S DEACTIVATION POLICY UNDER WHICH A VIOLATION MAY
10 RESULT IN DEACTIVATION. THE POLICY MUST:

11 (I) DISCLOSE THAT THE DEACTIVATION POLICY IS ENFORCEABLE AS
12 A TERM OF THE DNC'S CONTRACT WITH THE DRIVER;

13 (II) CLEARLY LIST THE CIRCUMSTANCES THAT CONSTITUTE
14 VIOLATIONS OF THE DEACTIVATION POLICY AND INDICATE EACH
15 VIOLATION'S SPECIFIC CONSEQUENCES, INCLUDING DEACTIVATION AND
16 THE CORRESPONDING NUMBER OF DAYS OR RANGE OF DAYS OF
17 DEACTIVATION, OR OTHER SANCTIONS; AND

18 (III) DESCRIBE FAIR, OBJECTIVE, AND REASONABLE PROCEDURES
19 FOR RECONSIDERATION OF A DEACTIVATION AND THE PROCESS BY WHICH
20 A DRIVER MAY REQUEST A DEACTIVATION RECONSIDERATION MEETING AS
21 DESCRIBED IN SUBSECTION (6)(f) OF THIS SECTION.

22 (b) A DNC SHALL DISCLOSE ITS DEACTIVATION POLICY:

23 (I) TO A DRIVER IN AN ELECTRONIC FORMAT THAT IS READILY
24 ACCESSIBLE TO THE DRIVER ON AN ONGOING BASIS IN THE DRIVER'S
25 DOMINANT LANGUAGE AT LEAST THIRTY DAYS BEFORE THE POLICY
26 BECOMES ENFORCEABLE; AND

27 (II) TO THE DIVISION IN ENGLISH AND IN THE OTHER SIX MOST

1 COMMON LANGUAGES SPOKEN IN THE STATE. THE DIVISION SHALL POST
2 THE DNC'S DEACTIVATION POLICY PUBLICLY ON THE INTERNET FOR AT
3 LEAST THIRTY DAYS BEFORE THE DEACTIVATION POLICY BECOMES
4 ENFORCEABLE.

5 (c) A DNC SHALL COMPLY WITH THE REQUIREMENTS OF
6 SUBSECTION (6)(a) OF THIS SECTION FOR ANY AMENDMENTS MADE TO A
7 DNC'S DEACTIVATION POLICY, AND THE DIVISION SHALL POST THE
8 AMENDED DEACTIVATION POLICY PUBLICLY PURSUANT TO SUBSECTION
9 (6)(b) OF THIS SECTION.

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

13 (e) BEFORE DEACTIVATING A DRIVER FOR MORE THAN
14 SEVENTY-TWO HOURS, A DNC SHALL ISSUE A WRITTEN NOTICE TO THE
15 DRIVER IN THE DRIVER'S DOMINANT LANGUAGE THAT:

16 (I) DESCRIBES HOW THE DRIVER VIOLATED THE DNC'S
17 DEACTIVATION POLICY;

18 (II) CITES TO EACH SECTION OF THE DNC'S DEACTIVATION POLICY
19 THAT THE DRIVER ALLEGEDLY VIOLATED;

20 (III) INFORMS THE DRIVER OF THE DRIVER'S RIGHT TO REQUEST A
21 DEACTIVATION RECONSIDERATION MEETING; AND

22 (IV) PROVIDES INSTRUCTIONS FOR HOW TO REQUEST A
23 DEACTIVATION RECONSIDERATION MEETING.

24 (f) A DRIVER MAY REQUEST A DEACTIVATION RECONSIDERATION
25 MEETING WITHIN THIRTY CALENDAR DAYS AFTER RECEIVING THE WRITTEN
26 NOTICE FROM THE DNC DESCRIBED IN SUBSECTION (6)(e) OF THIS
27 SECTION. THE DEACTIVATION RECONSIDERATION MEETING MUST BE:

1 (I) A MEETING OF THE DRIVER, THE DRIVER'S ATTORNEY OR
2 NONATTORNEY REPRESENTATIVE, IF ANY, AND AT LEAST ONE INDIVIDUAL
3 REPRESENTING THE DNC WHO HAS AUTHORITY TO REACTIVATE THE
4 DRIVER;

5 (II) IN PERSON, BY PHONE, BY VIDEO CONFERENCE, OR BY OTHER
6 MEANS AGREED TO BY THE DNC AND THE DRIVER THAT ALLOWS FOR A
7 REAL-TIME CONVERSATION BETWEEN INDIVIDUALS; AND

8 (III) FACILITATED BY TRANSLATION PROVIDED BY THE DNC
9 BETWEEN ENGLISH AND THE DRIVER'S DOMINANT LANGUAGE, IF
10 REQUESTED BY THE DRIVER.

11 (g)(I) A DEACTIVATION RECONSIDERATION MEETING MUST OCCUR
12 WITHIN SEVEN CALENDAR DAYS AFTER A DRIVER'S REQUEST FOR A
13 DEACTIVATION RECONSIDERATION MEETING TO THE DNC, UNLESS THE
14 DNC AND THE DRIVER AGREE TO A CONTINUANCE IN WRITING.

15 (II) IF A DEACTIVATION RECONSIDERATION MEETING DOES NOT
16 OCCUR WITHIN THE TIME REQUIRED BY SUBSECTION (6)(g)(I) OF THIS
17 SECTION, AND NO CONTINUANCE HAS BEEN AGREED TO IN WRITING, THE
18 DNC SHALL IMMEDIATELY REACTIVATE THE DRIVER AND DISMISS THE
19 ALLEGED VIOLATION. THE ALLEGED VIOLATION MUST NOT FORM THE BASIS
20 OF A FURTHER DEACTIVATION OR OTHER SANCTION, UNLESS THE DRIVER
21 IS LATER FOUND GUILTY OF A CRIME THAT ENDANGERS PUBLIC SAFETY OR
22 CONSTITUTES EGREGIOUS MISCONDUCT.

23 (h) (I) IF A VIOLATION ALLEGEDLY MERITING DEACTIVATION
24 PURSUANT TO A DNC'S DEACTIVATION POLICY AND TO THIS SUBSECTION
25 (6) IS SUBSTANTIATED AT A DEACTIVATION RECONSIDERATION MEETING,
26 THE DNC SHALL CONFIRM THE DEACTIVATION IN WRITING ON THE DATE
27 OF THE DEACTIVATION RECONSIDERATION MEETING AND PROVIDE THE

1 WRITTEN CONFIRMATION TO THE DRIVER IMMEDIATELY AFTER THE
2 MEETING IN HARD COPY, BY E-MAIL, OR BOTH.

3 (II) IF A VIOLATION ALLEGEDLY MERITING DEACTIVATION
4 PURSUANT TO A DNC'S DEACTIVATION POLICY AND TO THIS SUBSECTION
5 (6) IS NOT SUBSTANTIATED AT A DEACTIVATION RECONSIDERATION
6 MEETING, THE DNC SHALL IMMEDIATELY REACTIVATE THE DRIVER'S
7 ACCOUNT.

8 (7) **Driver safety - rules.** (a) EACH TIME A DNC CONNECTS A
9 CONSUMER TO A DRIVER, THE DNC SHALL PROMPT THE CONSUMER AS A
10 MEANS TO ENCOURAGE THE CONSUMER TO ENSURE DRIVER SAFETY UPON
11 ARRIVAL, INCLUDING BY ENSURING A CLEAR, WELL-LIT, SAFE DELIVERY
12 PATH.

13 (b) THE DIVISION MAY PROMULGATE RULES TO IMPLEMENT THIS
14 SUBSECTION (7) OR TO PROVIDE REASONABLE HEALTH AND SAFETY
15 PROTECTIONS FOR DRIVERS.

16 (8) **Task acceptance time.** (a) A DNC SHALL ENSURE ALL
17 DRIVERS HAVE AT LEAST ONE HUNDRED TWENTY SECONDS AFTER A
18 DELIVERY TASK OFFER IS DISPLAYED ON THE DRIVER'S SMARTPHONE OR
19 SIMILAR SCREEN TO DECIDE WHETHER OR NOT TO ACCEPT THE OFFER.

20 (b) IT IS UNLAWFUL FOR A DNC TO DISCRIMINATE AGAINST A
21 DRIVER FOR FAILURE TO RESPOND TO A DELIVERY TASK OFFER WITHIN ONE
22 HUNDRED TWENTY SECONDS AFTER DISPLAYING THE OFFER ON THE
23 DRIVER'S SMARTPHONE OR SIMILAR SCREEN.

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

26 (I) STATUTORY DAMAGES IN THE AMOUNT OF ONE THOUSAND
27 DOLLARS, AS DETERMINED BY A COURT, IN A CIVIL ACTION BROUGHT

1 PURSUANT TO SUBSECTION (9)(d) OF THIS SECTION ON A PER-CONSUMER
2 OR A PER-DRIVER BASIS, WHICH AMOUNT THE DNC SHALL PAY TO THE
3 CONSUMER OR DRIVER AFFECTED BY THE VIOLATION;

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

7 (III) INJUNCTIVE RELIEF PURSUANT TO SUBSECTION (9)(d)(II) OF
8 THIS SECTION.

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

11 (c) THE DIRECTOR SHALL ESTABLISH PROCEDURES FOR DRIVERS
12 AND CONSUMERS TO SUBMIT COMPLAINTS TO THE DIVISION AND FOR THE
13 DIVISION'S INVESTIGATIONS, HEARINGS, AND IMPOSITION OF FINES
14 PURSUANT TO THIS SUBSECTION (9).

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

18 (A) THE PERSON RESIDES;

19 (B) THE VIOLATION OCCURRED; OR

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

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

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

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

26 (C) ANY ACTUAL DAMAGES SUSTAINED AS A RESULT OF THE
27 VIOLATION.

1 (e) THE DIRECTOR SHALL TRANSFER THE FINES COLLECTED
2 PURSUANT TO THIS SUBSECTION (9) TO THE GENERAL FUND.

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

5 **SECTION 2. Act subject to petition - effective date -**
6 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following
7 the expiration of the ninety-day period after final adjournment of the
8 general assembly; except that, if a referendum petition is filed pursuant
9 to section 1 (3) of article V of the state constitution against this act or an
10 item, section, or part of this act within such period, then the act, item,
11 section, or part will not take effect unless approved by the people at the
12 general election to be held in November 2024 and, in such case, will take
13 effect on the date of the official declaration of the vote thereon by the
14 governor.

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