

HOUSE COMMITTEE OF REFERENCE AMENDMENT

Committee on Business Affairs & Labor.

HB24-1129 be amended as follows:

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
28 OF TITLE 40 OR A MOTOR CARRIER OF HOUSEHOLD GOODS REGULATED BY
29 THE PUBLIC UTILITIES COMMISSION PURSUANT TO PART 5 OF ARTICLE 10.1
30 OF TITLE 40.

31 (d) "DELIVERY TASK" OR "TASK" MEANS THE TIME SPENT,
32 DISTANCE TRAVELED, AND ROUTE FOLLOWED BY A DRIVER TO PROVIDE
33 DELIVERY SERVICES TO A CONSUMER THROUGH A DELIVERY NETWORK
34 COMPANY, INCLUDING TRAVELING TO A MERCHANT'S BUSINESS; PICKING
35 UP FOOD, BEVERAGES, OR OTHER GOODS FOR DELIVERY; AND TAKING AND
36 DEPOSITING THE DELIVERY AT A DIFFERENT LOCATION, AS REQUESTED. A
37 DELIVERY TASK MAY ENCOMPASS MULTIPLE TRANSACTIONS.

38 (e) "DIGITAL PLATFORM" MEANS AN ONLINE APPLICATION,
39 INTERNET SITE, OR SYSTEM THAT A DELIVERY NETWORK COMPANY USES
40 TO FACILITATE, MANAGE, OR FACILITATE AND MANAGE DELIVERY

1 SERVICES.

2 (f) "DRIVER" MEANS AN INDIVIDUAL PROVIDING DELIVERY
3 SERVICES THROUGH A DELIVERY NETWORK COMPANY'S DIGITAL PLATFORM
4 IN A PERSONAL VEHICLE.

5 (g) "IRS COST DEDUCTION RATE" MEANS THE FEDERAL INTERNAL
6 REVENUE SERVICE'S PREVAILING MILEAGE COST DEDUCTION RATE FOR
7 BUSINESS USE.

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

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

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

16 (k) "Tip" MEANS A GRATUITY THAT A CONSUMER:
17 (I) INDICATES THROUGH A DIGITAL PLATFORM AS INTENDED FOR
18 DIRECT PAYMENT TO THE DRIVER; OR
19 (II) WOULD REASONABLY EXPECT TO BE PAID IN FULL TO THE
20 DRIVER.

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

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

31 (I) THE AMOUNT OF MONEY THAT THE CONSUMER PAID OR WILL
32 PAY FOR THE TRANSACTION; AND
33 (II) THE AMOUNT OF MONEY THE DRIVER RECEIVED OR WILL
34 RECEIVE FOR THE TRANSACTION.

35 (b) A DNC SHALL PAY A DRIVER ALL TIPS PAID BY A CONSUMER.

36 (c) THE INFORMATION DISCLOSED TO CONSUMERS PURSUANT TO
37 THIS SUBSECTION (2) MUST BE:

38 (I) PROMINENTLY DISPLAYED ON THE SCREEN;
39 (II) IN A FONT THAT IS AT LEAST ONE AND ONE-HALF TIMES LARGER
40 THAN THE FONT USED TO PRESENT ANY OTHER INFORMATION ON THE
41 SCREEN; AND
42 (III) PRESENTED USING DESIGN TECHNIQUES INTENDED TO DRAW
43 THE EYE TO THE INFORMATION.

1 **(3) Wage transparency to driver.** (a) EACH TIME A DNC OFFERS
2 A DELIVERY TASK TO A DRIVER WHO IS COMPENSATED ON A
3 PER-DELIVERY-TASK OR A PER-TRANSACTION BASIS, BEFORE THE DRIVER
4 ACCEPTS THE TASK, THE DNC SHALL DISCLOSE TO THE DRIVER THE
5 FOLLOWING INFORMATION ON A SMARTPHONE OR SIMILAR SCREEN IN A
6 CLEARLY LEGIBLE FORMAT:
7 (I) THE ESTIMATED OR ACTUAL AMOUNT THE DRIVER WILL EARN
8 FOR THE DELIVERY TASK, DISAGGREGATED TO SHOW THE FULL AND
9 ACCURATE AMOUNT OF ANY TIP OR REIMBURSEMENT;
10 (II) THE NUMBER OF TRANSACTIONS INVOLVED IN THE DELIVERY
11 TASK;
12 (III) THE ADDRESS OR ADDRESSES WHERE THE FOOD, BEVERAGES,
13 OR OTHER GOODS MUST BE PICKED UP;
14 (IV) THE CARDINAL AND INTERCARDINAL DIRECTION FROM WHERE
15 THE DRIVER IS REQUIRED TO PICK UP THE FOOD, BEVERAGES, OR OTHER
16 GOODS TO THE LOCATIONS WHERE THE FOOD, BEVERAGES, OR OTHER
17 GOODS MUST BE DELIVERED;
18 (V) THE ESTIMATED OR ACTUAL TIME THE DRIVER WILL SPEND ON
19 THE DELIVERY TASK; AND
20 (VI) THE ESTIMATED OR ACTUAL DISTANCE THE DRIVER WILL
21 TRAVEL FOR THE DELIVERY TASK.
22 (b) WITHIN TWENTY-FOUR HOURS AFTER A DRIVER COMPLETES A
23 DELIVERY TASK FOR WHICH THE DRIVER WAS PAID ON A
24 PER-DELIVERY-TASK OR A PER-TRANSACTION BASIS, OR AFTER SUCH A
25 DELIVERY TASK IS CANCELLED, A DNC MUST DISCLOSE TO THE DRIVER BY
26 E-MAIL OR OTHER MECHANISM THAT REMAINS AVAILABLE TO THE DRIVER
27 FOR AT LEAST ONE YEAR IN A CLEARLY LEGIBLE FORMAT:
28 (I) THE ACTUAL AMOUNT THE DRIVER WAS PAID FOR THE DELIVERY
29 TASK, DISAGGREGATED TO SHOW THE AMOUNT OF ANY TIP OR
30 REIMBURSEMENT;
31 (II) THE FULL AND ACCURATE AMOUNT OF ANY TIP PAID BY THE
32 CONSUMER;
33 (III) THE ACTUAL TIME THE DRIVER SPENT ON THE DELIVERY TASK;
34 (IV) THE ACTUAL DISTANCE THE DRIVER TRAVELED FOR THE
35 DELIVERY TASK;
36 (V) THE IRS COST DEDUCTION RATE FOR THE DISTANCE TRAVELED
37 FOR THE DELIVERY TASK; AND
38 (VI) IF THE DELIVERY TASK OR A TRANSACTION WAS CANCELLED,
39 WHO INITIATED THE CANCELLATION.
40 (c) IF A DNC COMPENSATES A DRIVER FOR A BLOCK OF TIME FOR
41 MULTIPLE DELIVERIES, THE DNC SHALL PROMINENTLY DISPLAY THE
42 FOLLOW DISCLOSURES ON THE SCREEN PRIOR TO THE DRIVER ACCEPTING
43 THE DELIVERY TASK:

1 (I) THE MINIMUM AMOUNT THE DNC WILL PAY THE DRIVER FOR
2 COMPLETING DELIVERIES DURING THE SPECIFIED BLOCK OF TIME;
3 (II) THE CARDINAL AND INTERCARDINAL DIRECTION FROM WHERE
4 THE DRIVER IS LOCATED TO WHERE THE DRIVER IS REQUIRED TO PICK UP
5 THE PRODUCTS TO BE DELIVERED AND THE CARDINAL AND INTERCARDINAL
6 DIRECTION FROM WHERE THE PRODUCTS ARE PICKED UP TO THE LOCATION
7 WHERE THE PRODUCTS MUST BE DELIVERED;
8 (III) THE ESTIMATED OR ACTUAL DISTANCE TO BE TRAVELED TO
9 COMPLETE ALL DELIVERIES FROM WHERE THE DRIVER IS LOCATED WHEN
10 THE DRIVER ACCEPTS THE TASK;
11 (IV) CLEAR INFORMATION ON WHICH PRODUCTS NEED TO BE
12 DELIVERED WITHIN SPECIFIC TIME WINDOWS; AND
13 (V) THE NUMBER OF ITEMS REQUIRED TO BE DELIVERED.
14 (d) WITHIN TWENTY-FOUR HOURS AFTER A DRIVER COMPLETES A
15 DELIVERY TASK FOR WHICH THE DRIVER WAS COMPENSATED FOR A BLOCK
16 OF TIME, OR AFTER SUCH A DELIVERY TASK IS CANCELED, A DNC SHALL
17 MAKE THE FOLLOWING DISCLOSURES TO THE DRIVER BY E-MAIL OR OTHER
18 MECHANISM THAT REMAINS AVAILABLE TO THE DRIVER FOR AT LEAST ONE
19 YEAR:
20 (I) THE ACTUAL AMOUNT THE DRIVER WAS PAID FOR THE DELIVERY
21 TASK, DISAGGREGATED TO SHOW THE AMOUNT OF ANY TIP OR
22 REIMBURSEMENT;
23 (II) THE FULL AND ACCURATE AMOUNT OF ANY TIP PAID BY THE
24 CONSUMER;
25 (III) THE ACTUAL TIME THE DRIVER SPENT ON THE DELIVERY TASK;
26 (IV) THE ACTUAL DISTANCE THE DRIVER TRAVELED FOR THE
27 DELIVERY TASK;
28 (V) THE IRS COST DEDUCTION RATE FOR THE DISTANCE TRAVELED
29 FOR THE DELIVERY TASK; AND
30 (VI) IF THE DELIVERY TASK OR A TRANSACTION WAS CANCELLED,
31 WHO INITIATED THE CANCELLATION.
32 (e) THE INFORMATION DISCLOSED TO A DRIVER PURSUANT TO THIS
33 SUBSECTION (3) MUST BE:
34 (I) PROMINENTLY DISPLAYED ON THE SCREEN OR IN THE E-MAIL;
35 (II) IN A FONT THAT IS AT LEAST ONE AND ONE-HALF TIMES LARGER
36 THAN THE FONT USED TO PRESENT ANY OTHER INFORMATION ON THE
37 SCREEN OR IN THE E-MAIL; AND
38 (III) PRESENTED USING DESIGN TECHNIQUES INTENDED TO DRAW
39 THE EYE TO THE INFORMATION.
40 (4) **Disclosures to the division.** (a) BEGINNING ON APRIL 1, 2025,
41 AND AT LEAST ONCE EVERY SIX MONTHS ON OR BEFORE APRIL 1 AND
42 OCTOBER 1 EACH YEAR THEREAFTER, A DNC SHALL DISCLOSE TO THE
43 DIVISION THE FOLLOWING INFORMATION REGARDING THE PRECEDING SIX

1 MONTHS OF THE DNC'S OPERATIONS IN COLORADO:
2 (I) THE NUMBER OF DRIVERS WHO ENGAGED IN TASK TIME;
3 (II) THE NUMBER OF DRIVERS WHO ENGAGED IN ON-CALL TIME;
4 (III) THE NUMBER OF DELIVERY TASKS;
5 (IV) THE NUMBER OF TRANSACTIONS;
6 (V) THE MINUTES OF TASK TIME;
7 (VI) THE MINUTES OF ON-CALL TIME;
8 (VII) THE NUMBER OF CONSUMERS WHO RECEIVED AT LEAST ONE
9 DELIVERY;
10 (VIII) THE NUMBER OF CANCELLED TRANSACTIONS;
11 (IX) THE NUMBER OF COMPLETED TRANSACTIONS;
12 (X) THE TOTAL AMOUNT CHARGED TO CONSUMERS FOR THE FOOD,
13 BEVERAGES, OR OTHER GOODS DELIVERED BY A DRIVER;
14 (XI) THE TOTAL AMOUNT PAID TO DRIVERS, DISAGGREGATED TO
15 SHOW:
16 (A) THE TOTAL TIPS PAID TO DRIVERS FOR DELIVERY TASKS;
17 (B) THE TOTAL REIMBURSEMENT AMOUNT PAID TO DRIVERS FOR
18 TOLLS OR OTHER ITEMS INITIALLY PAID BY DRIVERS;
19 (C) THE TOTAL AMOUNT DRIVERS RECEIVED AS PAYMENT FROM
20 THE DNC FOR ALL DELIVERY TASKS; AND
21 (D) THE TOTAL AMOUNT DRIVERS RECEIVED IN BONUSES,
22 INCENTIVES, OR OTHER PAYMENTS;
23 (XII) THE NUMBER OF MERCHANTS WHO PREPARED AT LEAST ONE
24 ORDER FOR DELIVERY COORDINATED THROUGH A DNC'S DIGITAL
25 PLATFORM;
26 (XIII) THE TOTAL AMOUNT CHARGED TO MERCHANTS DURING THE
27 REPORTING PERIOD; AND
28 (XIV) THE TOTAL OF ALL AMOUNTS CHARGED TO CONSUMERS
29 OTHER THAN THE AMOUNT FOR THE FOOD, BEVERAGES, OR OTHER GOODS
30 DISCLOSED PURSUANT TO SUBSECTION (4)(a)(X) OF THIS SECTION.
31 (b) THE DIVISION SHALL MAKE THE INFORMATION PROVIDED BY
32 EACH DNC IN ACCORDANCE WITH THIS SECTION PUBLICLY AVAILABLE,
33 SORTABLE, AND SEARCHABLE WITH REDACTIONS TO PROTECT DRIVER AND
34 CONSUMER PRIVACY AND IDENTITY.
35 (5) **Contract transparency - rules.** (a) A DNC SHALL OFFER A
36 DRIVER A CONTRACT OR CHANGES TO A CONTRACT ON THE DIGITAL
37 PLATFORM AND BY E-MAIL.
38 (b) A DNC SHALL INCLUDE IN A CONTRACT A TABLE OF CONTENTS
39 DESCRIBING THE TERMS OR SECTIONS OF THE CONTRACT ON THE FIRST
40 PAGE OF THE CONTRACT.
41 (c) ALL MATERIAL TERMS OF A CONTRACT THE DNC OFFERS TO A
42 DRIVER MUST BE DISCLOSED IN PLAIN LANGUAGE.
43 (d) WHEN PROVIDING A NEW DRIVER WITH A CONTRACT, A DNC

1 SHALL PROMINENTLY DISPLAY THE CONTRACT ON THE SCREEN AND E-MAIL
2 THE CONTRACT AT THE TIME THE DRIVER APPLIES TO WORK FOR THE DNC.

3 (e) WHEN A DNC CHANGES A CONTRACT OR ISSUES A NEW
4 CONTRACT, THE DNC SHALL:

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

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

12 (f) A DNC SHALL PROVIDE DRIVERS AND MERCHANTS WITH
13 CONTRACTS IN ENGLISH, SPANISH, ARABIC, AND UP TO THREE ADDITIONAL
14 LANGUAGES COMMONLY SPOKEN BY DRIVERS IN THE STATE, AS
15 DETERMINED BY THE DIRECTOR.

16 (g) ONCE A DRIVER AGREES TO A CONTRACT WITH THE DNC, THE
17 DNC SHALL E-MAIL THE CONTRACT TO THE DRIVER AND MAKE THE SIGNED
18 CONTRACT CONTINUOUSLY AVAILABLE TO THE DRIVER ON THE DIGITAL
19 PLATFORM.

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

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

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

27 (III) BE PROVIDED TO THE DRIVER PRIOR TO THE DRIVER
28 PROVIDING DELIVERY SERVICES THROUGH THE DNC'S DIGITAL PLATFORM;
29 AND

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

33 (b) A DNC SHALL PROVIDE THE ACCOUNT DEACTIVATION POLICY
34 TO THE DIVISION IN ENGLISH, SPANISH, ARABIC, AND UP TO THREE
35 ADDITIONAL LANGUAGES COMMONLY SPOKEN BY DRIVERS IN THE STATE,
36 AS DETERMINED BY THE DIRECTOR. THE DIVISION SHALL POST THE DNC'S
37 ACCOUNT DEACTIVATION POLICY AND ANY REVISIONS TO THE DNC'S
38 ACCOUNT DEACTIVATION POLICY PUBLICLY ON THE DIVISION'S WEBSITE
39 FOR AT LEAST THIRTY DAYS BEFORE THE DEACTIVATION POLICY BECOMES
40 ENFORCEABLE.

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

1 (d) A DNC SHALL PROVIDE A DRIVER WITH WRITTEN NOTICE OF AN
2 ACCOUNT DEACTIVATION IN AN ELECTRONIC FORMAT VIA E-MAIL, TEXT
3 MESSAGE, OR THROUGH THE DNC'S DIGITAL PLATFORM UPON THE
4 EFFECTIVE DATE OF THE DEACTIVATION. A NOTICE REQUIRED BY THIS
5 SECTION MUST INCLUDE THE FOLLOWING INFORMATION:
6 (I) SUFFICIENT INFORMATION FOR THE DRIVER TO REASONABLY
7 UNDERSTAND THE REASONS FOR THE ACCOUNT DEACTIVATION, INCLUDING
8 THE PROVISION OF THE DNC'S ACCOUNT DEACTIVATION POLICY THAT WAS
9 VIOLATED;
10 (II) THE EFFECTIVE DATE OF THE ACCOUNT DEACTIVATION;
11 (III) A DESCRIPTION OF THE STEPS, IF ANY, THE DRIVER CAN TAKE
12 TO REMEDY THE VIOLATION; AND
13 (IV) NOTIFICATION OF THE DRIVER'S RIGHT TO CHALLENGE THE
14 ACCOUNT DEACTIVATION PURSUANT TO SUBSECTION (6)(e) OF THIS
15 SECTION; AND
16 (V) THE DNC'S PROCESS FOR CHALLENGING AN ACCOUNT
17 DEACTIVATION OR A LINK TO A DESCRIPTION OF THAT PROCESS.
18 (e) (I) A DRIVER HAS THE RIGHT TO CHALLENGE THE DRIVER'S
19 ACCOUNT DEACTIVATION THROUGH AN INTERNAL ACCOUNT
20 DEACTIVATION CHALLENGE PROCEDURE ESTABLISHED BY THE DNC.
21 (II) A DNC SHALL CREATE AN INTERNAL ACCOUNT DEACTIVATION
22 CHALLENGE PROCEDURE THAT MUST BE MADE AVAILABLE TO THE DRIVER
23 IMMEDIATELY UPON NOTICE OF THE DRIVER'S ACCOUNT DEACTIVATION
24 AND FOR UP TO THIRTY DAYS AFTER THE DATE OF THE DEACTIVATION
25 NOTICE.
26 (III) A DNC SHALL PROVIDE THE DNC'S INTERNAL ACCOUNT
27 DEACTIVATION CHALLENGE PROCEDURE TO THE DRIVER ALONG WITH THE
28 DEACTIVATION NOTICE PROVIDED PURSUANT TO SUBSECTION (6)(d) OF
29 THIS SECTION IN A FORMAT THAT IS READILY ACCESSIBLE TO THE DRIVER.
30 (IV) A DNC SHALL REVIEW AND RESPOND TO A DRIVER'S
31 CHALLENGE TO AN ACCOUNT DEACTIVATION WITHIN FOURTEEN DAYS
32 AFTER RECEIVING THE CHALLENGE. A DNC'S RESPONSE TO A DRIVER'S
33 CHALLENGE TO AN ACCOUNT DEACTIVATION MUST INCLUDE A WRITTEN
34 STATEMENT, WHICH MAY BE IN AN ELECTRONIC FORMAT, PROVIDING ONE
35 OF THE FOLLOWING:
36 (A) A DETERMINATION REAFFIRMING THE ACCOUNT
37 DEACTIVATION, INCLUDING A DESCRIPTION OF THE STEPS, IF ANY, THE
38 DRIVER CAN TAKE TO REMEDY THE VIOLATION, AND A SUMMARY OF THE
39 REASONS THAT THE ACCOUNT DEACTIVATION IS REAFFIRMED;
40 (B) ANY CIRCUMSTANCES NECESSITATING A DELAYED TIMELINE
41 FOR THE DNC'S RESPONSE AND AN ANTICIPATED DATE FOR A RESPONSE
42 EITHER REAFFIRMING THE ACCOUNT DEACTIVATION OR REINSTATING THE
43 DRIVER; OR

1 (C) A DETERMINATION THAT THE DRIVER DID NOT VIOLATE THE
2 DNC'S ACCOUNT DEACTIVATION POLICY AND INFORMATION REGARDING
3 WHEN THE DRIVER'S ACCESS TO THE DIGITAL PLATFORM WILL BE
4 REINSTATED.

5 (V) FOLLOWING THE CONCLUSION OF THE INTERNAL ACCOUNT
6 DEACTIVATION CHALLENGE PROCEDURE, THE DNC MUST REINSTATE THE
7 DRIVER'S ACCESS TO THE DIGITAL PLATFORM IF THE DNC DETERMINES
8 THAT THE DRIVER DID NOT VIOLATE THE DNC'S ACCOUNT DEACTIVATION
9 POLICY OR THAT THE DRIVER CORRECTED ANY VIOLATION. THE DNC MUST
10 REINSTATE THE DRIVER'S ACCESS AS SOON AS POSSIBLE AND NO LATER
11 THAN SEVENTY-TWO HOURS FOLLOWING THE DNC PROVIDING THE
12 WRITTEN STATEMENT PURSUANT TO SUBSECTION (6)(e)(IV) OF THIS
13 SECTION.

14 (f) THIS SUBSECTION (6) SHALL NOT BE INTERPRETED TO REQUIRE
15 A DNC TO PROVIDE A DRIVER WITH ANY INFORMATION THAT A DNC
16 REASONABLY BELIEVES COULD COMPROMISE THE SAFETY OR PRIVACY OF
17 A CONSUMER.

18 (7) **Driver safety - rules.** (a) EACH TIME A DNC CONNECTS A
19 CONSUMER TO A DRIVER, THE DNC SHALL PROMPT THE CONSUMER AS A
20 MEANS TO ENCOURAGE THE CONSUMER TO ENSURE DRIVER SAFETY UPON
21 ARRIVAL, INCLUDING BY ENSURING A CLEAR, WELL-LIT, SAFE DELIVERY
22 PATH AND ENSURING ALL PETS ARE PROPERLY SECURED.

23 (b) THE DIVISION MAY PROMULGATE RULES TO IMPLEMENT THIS
24 SUBSECTION (7) OR TO PROVIDE REASONABLE HEALTH AND SAFETY
25 PROTECTIONS FOR DRIVERS.

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

30 (b) IT IS UNLAWFUL FOR A DNC TO DISCRIMINATE AGAINST A
31 DRIVER FOR FAILURE TO RESPOND TO A DELIVERY TASK OFFER WITHIN
32 SIXTY SECONDS AFTER DISPLAYING THE OFFER ON THE DRIVER'S
33 SMARTPHONE OR SIMILAR SCREEN.

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

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

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

1 (III) INJUNCTIVE RELIEF PURSUANT TO SUBSECTION (9)(d)(II) OF
2 THIS SECTION.

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

5 (c) THE DIRECTOR SHALL ESTABLISH PROCEDURES FOR DRIVERS
6 AND CONSUMERS TO SUBMIT COMPLAINTS TO THE DIVISION AND FOR THE
7 DIVISION'S INVESTIGATIONS, HEARINGS, AND IMPOSITION OF FINES
8 PURSUANT TO THIS SUBSECTION (9).

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

12 (A) THE PERSON RESIDES;
13 (B) THE VIOLATION OCCURRED; OR
14 (C) THE DNC HAS A PHYSICAL PLACE OF BUSINESS IN THE STATE.

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

16 (A) INJUNCTIVE RELIEF FROM THE DISTRICT COURT TO COMPEL A
17 DNC TO COMPLY WITH THIS SECTION;
18 (B) STATUTORY DAMAGES AS SPECIFIED IN SUBSECTION (9)(a)(I)
19 OF THIS SECTION; AND
20 (C) ANY ACTUAL DAMAGES SUSTAINED AS A RESULT OF THE
21 VIOLATION.

22 (e) THE DIRECTOR SHALL TRANSFER THE FINES COLLECTED
23 PURSUANT TO SUBSECTION (9)(a)(II) OF THIS SECTION TO THE GENERAL
24 FUND.

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

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

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

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