

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

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

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
Appropriations

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 FOR MORE THAN
4 SEVENTY-TWO HOURS, INCLUDING BLOCKING A DRIVER'S ACCESS TO THE
5 DIGITAL PLATFORM, SUSPENDING A DRIVER, OR CHANGING A DRIVER'S
6 STATUS FROM ELIGIBLE TO INELIGIBLE TO PROVIDE DELIVERY SERVICES
7 THROUGH THE DELIVERY NETWORK COMPANY'S DIGITAL PLATFORM.

8 (c) (I) "DELIVERY NETWORK COMPANY" OR "DNC" MEANS ANY
9 PERSON THAT SELLS THE DELIVERY OF GOODS OR SERVICES, INCLUDING
10 DELIVERY PROVIDED AS PART OF THE SALE OF GOODS, IN THE STATE AND
11 THAT ENGAGES OR DISPATCHES DELIVERY DRIVERS THROUGH A DIGITAL
12 PLATFORM.

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

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

26 (e) "DIGITAL PLATFORM" MEANS AN ONLINE APPLICATION,
27 INTERNET SITE, OR SYSTEM THAT A DELIVERY NETWORK COMPANY USES

1 TO FACILITATE, MANAGE, OR FACILITATE AND MANAGE DELIVERY
2 SERVICES.

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

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

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

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

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

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

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

20 (II) WOULD REASONABLY EXPECT TO BE PAID IN FULL TO THE
21 DRIVER.

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

27 (2) **Payment transparency to consumer.** (a) ON THE SAME

1 SCREEN ON WHICH A DNC PROMPTS A CONSUMER TO LEAVE A TIP FOR A
2 DRIVER THAT IS COMPENSATED ON A PER-DELIVERY-TASK OR A
3 PER-TRANSACTION BASIS, THE DNC SHALL MAKE THE FOLLOWING
4 DISCLOSURES IN A MANNER PROMINENTLY DISPLAYED ON THE SCREEN:

5 (I) THE AMOUNT OF MONEY THAT THE CONSUMER PAID OR WILL
6 PAY FOR THE TRANSACTION; AND

7 (II) THE AMOUNT OF MONEY THE DRIVER RECEIVED OR WILL
8 RECEIVE FOR THE TRANSACTION.

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

10 (c) THE INFORMATION DISCLOSED TO CONSUMERS PURSUANT TO
11 THIS SUBSECTION (2) MUST BE:

12 (I) PROMINENTLY DISPLAYED ON THE SCREEN;

13 (II) IN A FONT THAT IS AT LEAST ONE AND ONE-HALF TIMES LARGER
14 THAN THE FONT USED TO PRESENT ANY OTHER INFORMATION ON THE
15 SCREEN; AND

16 (III) PRESENTED USING DESIGN TECHNIQUES INTENDED TO DRAW
17 THE EYE TO THE INFORMATION.

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

24 (I) THE ESTIMATED OR ACTUAL AMOUNT THE DRIVER WILL EARN
25 FOR THE DELIVERY TASK, DISAGGREGATED TO SHOW THE FULL AND
26 ACCURATE AMOUNT OF ANY TIP OR REIMBURSEMENT;

27 (II) THE NUMBER OF TRANSACTIONS INVOLVED IN THE DELIVERY

1 TASK;

2 (III) THE ADDRESS OR ADDRESSES WHERE THE FOOD, BEVERAGES,

3 OR OTHER GOODS MUST BE PICKED UP;

4 (IV) THE CARDINAL AND INTERCARDINAL DIRECTION FROM WHERE

5 THE DRIVER IS REQUIRED TO PICK UP THE FOOD, BEVERAGES, OR OTHER

6 GOODS TO THE LOCATIONS WHERE THE FOOD, BEVERAGES, OR OTHER

7 GOODS MUST BE DELIVERED;

8 (V) THE ESTIMATED OR ACTUAL TIME THE DRIVER WILL SPEND ON

9 THE DELIVERY TASK; AND

10 (VI) THE ESTIMATED OR ACTUAL DISTANCE THE DRIVER WILL

11 TRAVEL FOR THE DELIVERY TASK.

12 (b) WITHIN TWENTY-FOUR HOURS AFTER A DRIVER COMPLETES A

13 DELIVERY TASK FOR WHICH THE DRIVER WAS PAID ON A

14 PER-DELIVERY-TASK OR A PER-TRANSACTION BASIS, OR AFTER SUCH A

15 DELIVERY TASK IS CANCELLED, A DNC MUST DISCLOSE TO THE DRIVER BY

16 E-MAIL OR OTHER MECHANISM THAT REMAINS AVAILABLE TO THE DRIVER

17 FOR AT LEAST ONE YEAR IN A CLEARLY LEGIBLE FORMAT:

18 (I) THE ACTUAL AMOUNT THE DRIVER WAS PAID FOR THE DELIVERY

19 TASK, DISAGGREGATED TO SHOW THE AMOUNT OF ANY TIP OR

20 REIMBURSEMENT;

21 (II) THE FULL AND ACCURATE AMOUNT OF ANY TIP PAID BY THE

22 CONSUMER;

23 (III) THE ACTUAL TIME THE DRIVER SPENT ON THE DELIVERY TASK;

24 (IV) THE ACTUAL DISTANCE THE DRIVER TRAVELED FOR THE

25 DELIVERY TASK;

26 (V) THE IRS COST DEDUCTION RATE FOR THE DISTANCE TRAVELED

27 FOR THE DELIVERY TASK; AND

1 (VI) IF THE DELIVERY TASK OR A TRANSACTION WAS CANCELLED,
2 WHO INITIATED THE CANCELLATION.

3 (c) IF A DNC COMPENSATES A DRIVER FOR A BLOCK OF TIME FOR
4 MULTIPLE DELIVERIES, THE DNC SHALL PROMINENTLY DISPLAY ON THE
5 SCREEN, PRIOR TO THE DRIVER ACCEPTING THE BLOCK OF TIME, THE
6 MINIMUM AMOUNT THE DNC WILL PAY THE DRIVER FOR COMPLETING
7 DELIVERIES DURING THE SPECIFIED BLOCK OF TIME AND PROMINENTLY
8 DISPLAY THE FOLLOWING INFORMATION ON THE SCREEN WHEN THE BLOCK
9 OF TIME BEGINS:

10 (I) THE TOTAL NUMBER OF DELIVERIES TO BE COMPLETED DURING
11 THE SPECIFIED BLOCK OF TIME;

12 (II) A REASONABLE ESTIMATE OF THE ENGAGED TIME REQUIRED TO
13 COMPLETE ALL ASSIGNED DELIVERIES;

14 (III) THE RANGE OF TIME IN WHICH THE DELIVERIES CAN BE
15 COMPLETED;

16 (IV) A REASONABLE ESTIMATE OF THE NUMBER OF MILES
17 REQUIRED TO COMPLETE ALL DELIVERIES;

18 (V) THE APPROXIMATE PICK-UP AND DROP-OFF LOCATIONS FOR
19 ALL DELIVERIES; AND

20 (VI) CLEAR INFORMATION ON WHICH DELIVERIES NEED TO BE
21 COMPLETED WITHIN SPECIFIC TIME WINDOWS.

22 (d) WITHIN TWENTY-FOUR HOURS AFTER A DRIVER COMPLETES A
23 DELIVERY TASK FOR WHICH THE DRIVER WAS COMPENSATED FOR A BLOCK
24 OF TIME, OR AFTER SUCH A DELIVERY TASK IS CANCELED, A DNC SHALL
25 MAKE THE FOLLOWING DISCLOSURES TO THE DRIVER BY E-MAIL OR OTHER
26 MECHANISM THAT REMAINS AVAILABLE TO THE DRIVER FOR AT LEAST ONE
27 YEAR:

1 (I) THE ACTUAL AMOUNT THE DRIVER WAS PAID FOR THE DELIVERY
2 TASK, DISAGGREGATED TO SHOW THE AMOUNT OF ANY TIP OR
3 REIMBURSEMENT;

4 (II) THE FULL AND ACCURATE AMOUNT OF ANY TIP PAID BY THE
5 CONSUMER;

6 (III) THE ACTUAL TIME THE DRIVER SPENT ON THE DELIVERY TASK;

7 (IV) THE ACTUAL DISTANCE THE DRIVER TRAVELED FOR THE
8 DELIVERY TASK;

9 (V) THE IRS COST DEDUCTION RATE FOR THE DISTANCE TRAVELED
10 FOR THE DELIVERY TASK; AND

11 (VI) IF THE DELIVERY TASK OR A TRANSACTION WAS CANCELLED,
12 WHO INITIATED THE CANCELLATION.

13 (e) THE INFORMATION DISCLOSED TO A DRIVER PURSUANT TO THIS
14 SUBSECTION (3) MUST BE:

15 (I) PROMINENTLY DISPLAYED ON THE SCREEN OR IN THE E-MAIL;

16 (II) IN A FONT THAT IS AT LEAST ONE AND ONE-HALF TIMES LARGER
17 THAN THE FONT USED TO PRESENT ANY OTHER INFORMATION ON THE
18 SCREEN OR IN THE E-MAIL; AND

19 (III) PRESENTED USING DESIGN TECHNIQUES INTENDED TO DRAW
20 THE EYE TO THE INFORMATION.

21 (4) **Disclosures to the division.** (a) BEGINNING ON APRIL 1, 2025,
22 AND AT LEAST ONCE EVERY SIX MONTHS ON OR BEFORE APRIL 1 AND
23 OCTOBER 1 EACH YEAR THEREAFTER, A DNC SHALL DISCLOSE TO THE
24 DIVISION THE FOLLOWING INFORMATION REGARDING THE PRECEDING SIX
25 MONTHS OF THE DNC'S OPERATIONS IN COLORADO:

26 (I) THE NUMBER OF DRIVERS WHO ENGAGED IN TASK TIME;

27 (II) THE NUMBER OF DRIVERS WHO ENGAGED IN ON-CALL TIME;

- 1 (III) THE NUMBER OF DELIVERY TASKS;
- 2 (IV) THE NUMBER OF TRANSACTIONS;
- 3 (V) THE MINUTES OF TASK TIME;
- 4 (VI) THE MINUTES OF ON-CALL TIME;
- 5 (VII) THE NUMBER OF CONSUMERS WHO RECEIVED AT LEAST ONE
- 6 DELIVERY;
- 7 (VIII) THE NUMBER OF CANCELLED TRANSACTIONS;
- 8 (IX) THE NUMBER OF COMPLETED TRANSACTIONS;
- 9 (X) THE TOTAL AMOUNT CHARGED TO CONSUMERS FOR THE FOOD,
- 10 BEVERAGES, OR OTHER GOODS DELIVERED BY A DRIVER;
- 11 (XI) THE TOTAL AMOUNT PAID TO DRIVERS, DISAGGREGATED TO
- 12 SHOW:
- 13 (A) THE TOTAL TIPS PAID TO DRIVERS FOR DELIVERY TASKS;
- 14 (B) THE TOTAL REIMBURSEMENT AMOUNT PAID TO DRIVERS FOR
- 15 TOLLS OR OTHER ITEMS INITIALLY PAID BY DRIVERS;
- 16 (C) THE TOTAL AMOUNT DRIVERS RECEIVED AS PAYMENT FROM
- 17 THE DNC FOR ALL DELIVERY TASKS; AND
- 18 (D) THE TOTAL AMOUNT DRIVERS RECEIVED IN BONUSES,
- 19 INCENTIVES, OR OTHER PAYMENTS;
- 20 (XII) THE NUMBER OF MERCHANTS WHO PREPARED AT LEAST ONE
- 21 ORDER FOR DELIVERY COORDINATED THROUGH A DNC'S DIGITAL
- 22 PLATFORM;
- 23 (XIII) THE TOTAL AMOUNT CHARGED TO MERCHANTS DURING THE
- 24 REPORTING PERIOD; AND
- 25 (XIV) THE TOTAL OF ALL AMOUNTS CHARGED TO CONSUMERS
- 26 OTHER THAN THE AMOUNT FOR THE FOOD, BEVERAGES, OR OTHER GOODS
- 27 DISCLOSED PURSUANT TO SUBSECTION (4)(a)(X) OF THIS SECTION.

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

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

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

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

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

16 (e) WHEN A DNC CHANGES A CONTRACT OR ISSUES A NEW
17 CONTRACT, THE DNC SHALL:

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

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

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

1 (g) ONCE A DRIVER AGREES TO A CONTRACT WITH THE DNC, THE
2 DNC SHALL E-MAIL THE CONTRACT TO THE DRIVER AND MAKE THE SIGNED
3 CONTRACT CONTINUOUSLY AVAILABLE TO THE DRIVER ON THE DIGITAL
4 PLATFORM.

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

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

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

12 (III) BE PROVIDED TO THE DRIVER PRIOR TO THE DRIVER
13 PROVIDING DELIVERY SERVICES THROUGH THE DNC'S DIGITAL PLATFORM;
14 AND

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

18 (b) A DNC SHALL PROVIDE THE ACCOUNT DEACTIVATION POLICY
19 TO THE DIVISION IN ENGLISH, SPANISH, ARABIC, AND UP TO THREE
20 ADDITIONAL LANGUAGES COMMONLY SPOKEN BY DRIVERS IN THE STATE,
21 AS DETERMINED BY THE DIRECTOR. THE DIVISION SHALL POST THE DNC'S
22 ACCOUNT DEACTIVATION POLICY AND ANY REVISIONS TO THE DNC'S
23 ACCOUNT DEACTIVATION POLICY PUBLICLY ON THE DIVISION'S WEBSITE
24 FOR AT LEAST THIRTY DAYS BEFORE THE DEACTIVATION POLICY BECOMES
25 ENFORCEABLE.

26 (c) A DNC SHALL NOT DEACTIVATE A DRIVER UNLESS THE
27 DEACTIVATION IS CONSISTENT WITH THE DNC'S DEACTIVATION POLICY

1 ADOPTED AND DISTRIBUTED IN ACCORDANCE WITH THIS SUBSECTION (6).

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

7 (I) SUFFICIENT INFORMATION FOR THE DRIVER TO REASONABLY
8 UNDERSTAND THE REASONS FOR THE ACCOUNT DEACTIVATION, INCLUDING
9 THE PROVISION OF THE DNC'S ACCOUNT DEACTIVATION POLICY THAT WAS
10 VIOLATED;

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

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

14 (IV) NOTIFICATION OF THE DRIVER'S RIGHT TO CHALLENGE THE
15 ACCOUNT DEACTIVATION PURSUANT TO SUBSECTION (6)(e) OF THIS
16 SECTION; AND

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

19 (e) (I) A DRIVER HAS THE RIGHT TO CHALLENGE THE DRIVER'S
20 ACCOUNT DEACTIVATION THROUGH AN INTERNAL ACCOUNT
21 DEACTIVATION CHALLENGE PROCEDURE ESTABLISHED BY THE DNC.

22 (II) A DNC SHALL CREATE AN INTERNAL ACCOUNT DEACTIVATION
23 CHALLENGE PROCEDURE THAT MUST BE MADE AVAILABLE TO THE DRIVER
24 IMMEDIATELY UPON NOTICE OF THE DRIVER'S ACCOUNT DEACTIVATION
25 AND FOR UP TO THIRTY DAYS AFTER THE DATE OF THE DEACTIVATION
26 NOTICE.

27 (III) A DNC SHALL PROVIDE THE DNC'S INTERNAL ACCOUNT

1 DEACTIVATION CHALLENGE PROCEDURE TO THE DRIVER ALONG WITH THE
2 DEACTIVATION NOTICE PROVIDED PURSUANT TO SUBSECTION (6)(d) OF
3 THIS SECTION IN A FORMAT THAT IS READILY ACCESSIBLE TO THE DRIVER.

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

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

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

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

22 (V) FOLLOWING THE CONCLUSION OF THE INTERNAL ACCOUNT
23 DEACTIVATION CHALLENGE PROCEDURE, THE DNC MUST REINSTATE THE
24 DRIVER'S ACCESS TO THE DIGITAL PLATFORM IF THE DNC DETERMINES
25 THAT THE DRIVER DID NOT VIOLATE THE DNC'S ACCOUNT DEACTIVATION
26 POLICY OR THAT THE DRIVER CORRECTED ANY VIOLATION. THE DNC MUST
27 REINSTATE THE DRIVER'S ACCESS AS SOON AS POSSIBLE AND NO LATER

1 THAN SEVENTY-TWO HOURS FOLLOWING THE DNC PROVIDING THE
2 WRITTEN STATEMENT PURSUANT TO SUBSECTION (6)(e)(IV) OF THIS
3 SECTION.

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

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

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

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

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

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

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

4 (III) INJUNCTIVE RELIEF PURSUANT TO SUBSECTION (9)(d)(II) OF
5 THIS SECTION.

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

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

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

- 15 (A) THE PERSON RESIDES;
- 16 (B) THE VIOLATION OCCURRED; OR
- 17 (C) THE DNC HAS A PHYSICAL PLACE OF BUSINESS IN THE STATE.

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

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

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

23 (C) ANY ACTUAL DAMAGES SUSTAINED AS A RESULT OF THE
24 VIOLATION.

25 (e) THE DIRECTOR SHALL TRANSFER THE FINES COLLECTED
26 PURSUANT TO SUBSECTION (9)(a)(II) OF THIS SECTION TO THE GENERAL
27 FUND.

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

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

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