

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

REREVISED

*This Version Includes All Amendments
Adopted in the Second House*

LLS NO. 24-0270.01 Josh Schultz x5486

HOUSE BILL 24-1129

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A BILL FOR AN ACT

101 **CONCERNING PROTECTIONS FOR DRIVERS ENGAGED WITH DELIVERY**
102 **NETWORK COMPANIES, AND, IN CONNECTION THEREWITH,**
103 **MAKING AN APPROPRIATION.**

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

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.

SENATE
3rd Reading Unamended
May 1, 2024

SENATE
Amended 2nd Reading
April 30, 2024

HOUSE
3rd Reading Unamended
April 22, 2024

HOUSE
Amended 2nd Reading
April 20, 2024

division of labor standards and statistics (division) in the department of 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 MILEAGE RATE" MEANS THE FEDERAL INTERNAL REVENUE
7 SERVICE'S STANDARD MILEAGE RATE FOR BUSINESS USE.

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

10 (i) "TIP" MEANS A GRATUITY THAT A CONSUMER:

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

13 (II) WOULD REASONABLY EXPECT TO BE PAID IN FULL TO THE
14 DRIVER.

15 (j) "TRANSACTION" MEANS AN ORDER THAT A CONSUMER MAKES
16 USING A DELIVERY NETWORK COMPANY'S DIGITAL PLATFORM TO REQUEST
17 THAT A DRIVER DELIVER FOOD, BEVERAGES, OR OTHER GOODS FROM A
18 MERCHANT. A DRIVER MAY PICK UP GOODS RELATED TO MULTIPLE
19 TRANSACTIONS AS PART OF A SINGLE DELIVERY TASK.

20 (2) **Consumer payments.** (a) ON THE SAME SCREEN ON WHICH A
21 DNC PROMPTS A CONSUMER TO LEAVE A TIP FOR A DRIVER, THE DNC
22 SHALL DISCLOSE IN A MANNER PROMINENTLY DISPLAYED ON THE SCREEN
23 THE AMOUNT OF MONEY THAT THE CONSUMER PAID OR WILL PAY FOR THE
24 TRANSACTION.

25 (b) A DNC SHALL NOT DECREASE THE AMOUNT THE DNC PAYS A
26 DRIVER FOR A DELIVERY TASK BASED ON THE AMOUNT OF A CUSTOMER'S
27 TIP FOR THAT DELIVERY TASK.

1 (c) A DNC SHALL PAY A DRIVER ALL TIPS PAID BY A CONSUMER.

2 (d) THE INFORMATION DISCLOSED TO CONSUMERS PURSUANT TO
3 THIS SUBSECTION (2) MUST BE:

4 (I) PROMINENTLY DISPLAYED ON THE SCREEN;

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

8 (III) PRESENTED USING DESIGN TECHNIQUES INTENDED TO DRAW
9 THE EYE TO THE INFORMATION.

10 (3) **Wage transparency to driver.** (a) EACH TIME A DNC OFFERS
11 A DELIVERY TASK TO A DRIVER WHO IS COMPENSATED ON A
12 PER-DELIVERY-TASK OR A PER-TRANSACTION BASIS, BUT NOT TO A DRIVER
13 WHO IS COMPENSATED FOR A BLOCK OF TIME FOR MULTIPLE DELIVERIES,
14 BEFORE THE DRIVER ACCEPTS THE TASK, THE DNC SHALL DISCLOSE TO
15 THE DRIVER THE FOLLOWING INFORMATION ON A SMARTPHONE OR SIMILAR
16 SCREEN IN A CLEARLY LEGIBLE FORMAT:

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

20 (II) THE NUMBER OF TRANSACTIONS INVOLVED IN THE DELIVERY
21 TASK;

22 (III) THE ADDRESS OR ADDRESSES WHERE THE FOOD, BEVERAGES,
23 OR OTHER GOODS MUST BE PICKED UP;

24 (IV) THE CARDINAL AND INTERCARDINAL DIRECTION FROM WHERE
25 THE DRIVER IS REQUIRED TO PICK UP THE FOOD, BEVERAGES, OR OTHER
26 GOODS TO THE LOCATIONS WHERE THE FOOD, BEVERAGES, OR OTHER
27 GOODS MUST BE DELIVERED;

1 (V) THE ESTIMATED OR ACTUAL TIME THE DRIVER WILL SPEND ON
2 THE DELIVERY TASK; AND

3 (VI) THE ESTIMATED OR ACTUAL DISTANCE THE DRIVER WILL
4 TRAVEL FOR THE DELIVERY TASK.

5 (b) WITHIN TWENTY-FOUR HOURS AFTER A DRIVER COMPLETES A
6 DELIVERY TASK FOR WHICH THE DRIVER WAS PAID ON A
7 PER-DELIVERY-TASK OR A PER-TRANSACTION BASIS, OR AFTER SUCH A
8 DELIVERY TASK IS CANCELLED, BUT NOT FOR A DRIVER WHO IS
9 COMPENSATED FOR A BLOCK OF TIME FOR MULTIPLE DELIVERIES, A DNC
10 MUST DISCLOSE TO THE DRIVER BY E-MAIL OR OTHER MECHANISM THAT
11 REMAINS AVAILABLE TO THE DRIVER FOR AT LEAST ONE YEAR IN A
12 CLEARLY LEGIBLE FORMAT:

13 (I) THE ACTUAL AMOUNT THE DRIVER WAS PAID FOR THE DELIVERY
14 TASK, DISAGGREGATED TO SHOW THE AMOUNT OF ANY TIP OR
15 REIMBURSEMENT;

16 (II) THE FULL AND ACCURATE AMOUNT OF ANY TIP PAID BY THE
17 CONSUMER;

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

19 (IV) THE ACTUAL DISTANCE THE DRIVER TRAVELED FOR THE
20 DELIVERY TASK; AND

21 (V) IF THE DELIVERY TASK OR A TRANSACTION WAS CANCELLED,
22 WHO INITIATED THE CANCELLATION.

23 (c) IF A DNC COMPENSATES A DRIVER FOR A BLOCK OF TIME FOR
24 MULTIPLE DELIVERIES, THE DNC SHALL PROMINENTLY DISPLAY ON THE
25 SCREEN, PRIOR TO THE DRIVER ACCEPTING THE BLOCK OF TIME, THE
26 MINIMUM AMOUNT THE DNC WILL PAY THE DRIVER FOR COMPLETING
27 DELIVERIES DURING THE SPECIFIED BLOCK OF TIME AND THE ADDRESS

1 WHERE THE FOOD, BEVERAGES, OR OTHER GOODS MUST BE PICKED UP, AND
2 PROMINENTLY DISPLAY THE FOLLOWING INFORMATION ON THE SCREEN
3 WHEN THE BLOCK OF TIME BEGINS:

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

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

8 (III) THE RANGE OF TIME IN WHICH THE DELIVERIES CAN BE
9 COMPLETED;

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

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

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

16 (d) WITHIN TWENTY-FOUR HOURS AFTER A DRIVER COMPLETES A
17 DELIVERY TASK FOR WHICH THE DRIVER WAS COMPENSATED FOR A BLOCK
18 OF TIME, OR AFTER SUCH A DELIVERY TASK IS CANCELED, A DNC SHALL
19 MAKE THE FOLLOWING DISCLOSURES TO THE DRIVER BY E-MAIL OR OTHER
20 MECHANISM THAT REMAINS AVAILABLE TO THE DRIVER FOR AT LEAST ONE
21 YEAR:

22 (I) THE ACTUAL AMOUNT THE DRIVER WAS PAID FOR THE DELIVERY
23 TASK, DISAGGREGATED TO SHOW THE AMOUNT OF ANY TIP OR
24 REIMBURSEMENT;

25 (II) THE FULL AND ACCURATE AMOUNT OF ANY TIP PAID BY THE
26 CONSUMER;

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

1 (IV) THE ACTUAL DISTANCE THE DRIVER TRAVELED FOR THE
2 DELIVERY TASK; AND

3 (V) IF THE DELIVERY TASK OR A TRANSACTION WAS CANCELLED,
4 WHO INITIATED THE CANCELLATION.

5 (e) (I) A DNC SHALL:

6 (A) WITHIN THIRTY DAYS AFTER THE END OF EACH CALENDAR
7 QUARTER, PROVIDE TO EACH DRIVER, BY E-MAIL OR THROUGH THE DIGITAL
8 PLATFORM, A DISCLOSURE IDENTIFYING AT LEAST THE TOTAL NUMBER OF
9 MILES TRAVELED TO COMPLETE EACH DELIVERY TASK THROUGH THE DNC
10 DURING THE CALENDAR QUARTER AND THE IRS MILEAGE RATE
11 APPLICABLE FOR THE CALENDAR QUARTER; OR

12 (B) WITHIN THIRTY DAYS AFTER THE END OF EACH CALENDAR
13 MONTH, PROVIDE TO EACH DRIVER, BY E-MAIL OR THROUGH THE DIGITAL
14 PLATFORM, A DISCLOSURE IDENTIFYING AT LEAST THE TOTAL NUMBER OF
15 MILES TRAVELED TO COMPLETE EACH DELIVERY TASK THROUGH THE DNC
16 DURING THE CALENDAR MONTH AND THE IRS MILEAGE RATE APPLICABLE
17 FOR THE CALENDAR MONTH.

18 (II) FOR EACH DELIVERY TASK FOR WHICH THE DRIVER WAS PAID
19 ON A PER-DELIVERY-TASK OR A PER-TRANSACTION BASIS, BUT NOT FOR A
20 DRIVER WHO IS COMPENSATED FOR A BLOCK OF TIME FOR MULTIPLE
21 DELIVERIES, THE DNC SHALL CALCULATE THE MILES TRAVELED TO
22 COMPLETE A DELIVERY TASK AS ALL MILES TRAVELED FROM THE
23 LOCATION WHERE THE DRIVER ACCEPTED A DELIVERY TASK TO THE
24 LOCATION WHERE THE DRIVER DROPPED OFF THE LAST ITEM TO BE
25 DELIVERED AS PART OF THAT DELIVERY TASK.

26 (III) (A) FOR EACH DELIVERY TASK THAT IS COMPENSATED IN A
27 BLOCK OF TIME FOR MULTIPLE DELIVERIES, THE DNC SHALL CALCULATE

1 THE MILES TRAVELED TO COMPLETE A DELIVERY TASK FROM THE PICK-UP
2 LOCATION WHERE THE DRIVER WAS DIRECTED TO BEGIN THE DELIVERY
3 TASK TO THE LOCATION WHERE THE DRIVER DROPPED OFF THE LAST ITEM
4 TO BE DELIVERED AS PART OF THAT DELIVERY TASK.

5 (B) FOR EACH DELIVERY TASK THAT IS COMPENSATED IN A BLOCK
6 OF TIME FOR MULTIPLE DELIVERIES, THE DNC SHALL NOTIFY THE DRIVER
7 THAT ANY ADDITIONAL MILES THE DRIVER INCURRED TRAVELING TO THE
8 PICK-UP LOCATION WHERE THE DRIVER WAS DIRECTED TO BEGIN THE
9 DELIVERY TASK AND TRAVELING FROM THE LOCATION WHERE THE DRIVER
10 WAS DIRECTED TO MAKE THE LAST DELIVERY MAY BE ELIGIBLE FOR TAX
11 MILEAGE DEDUCTIONS UNDER STATE AND FEDERAL LAW.

12 (C) AS PART OF THE DISCLOSURES MADE PURSUANT TO
13 SUBSECTION (3)(e)(I) OF THIS SECTION, THE DNC SHALL DISCLOSE TO THE
14 DRIVER THAT FOR EACH DELIVERY TASK THAT IS COMPENSATED IN A
15 BLOCK OF TIME FOR MULTIPLE DELIVERIES, THE MILEAGE REPORT ONLY
16 INCLUDES MILES TRAVELED FROM THE LOCATION WHERE THE DRIVER
17 BEGAN THE DELIVERY TASK TO THE LOCATION WHERE THE DRIVER
18 DROPPED OFF THE LAST ITEM TO BE DELIVERED AS PART OF THAT DELIVERY
19 TASK.

20 (IV) AS PART OF THE DISCLOSURES MADE PURSUANT TO
21 SUBSECTION (3)(e)(I) OF THIS SECTION, THE DNC MAY INCLUDE A NOTICE
22 THAT THIS DISCLOSURE IS NOT TAX ADVICE AND THAT THE DRIVER SHOULD
23 CONTACT A TAX PROFESSIONAL.

24 (f) THE INFORMATION DISCLOSED TO A DRIVER PURSUANT TO THIS
25 SUBSECTION (3) MUST BE:

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

27 (II) IN A FONT THAT IS AT LEAST ONE AND ONE-HALF TIMES LARGER

1 THAN THE FONT USED TO PRESENT ANY OTHER INFORMATION ON THE
2 SCREEN OR IN THE E-MAIL; AND

3 (III) PRESENTED USING DESIGN TECHNIQUES INTENDED TO DRAW
4 THE EYE TO THE INFORMATION.

5 (4) **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 (5) **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 (5).

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 (5)(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 (5)(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 (5)(e)(IV) OF THIS
3 SECTION.

4 (f) THIS SUBSECTION (5) 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 (6) **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 (7) **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) TO ENSURE ALL DRIVERS HAVE THE FULL AMOUNT OF TIME TO
18 DECIDE WHETHER TO ACCEPT A DELIVERY TASK OFFER PURSUANT TO
19 SUBSECTION (8)(a) OF THIS SECTION, A DNC SHALL NOT PENALIZE OR
20 RETALIATE AGAINST A DRIVER FOR A FAILURE TO RESPOND TO A DELIVERY
21 TASK OFFER IN A PERIOD OF LESS THAN SIXTY SECONDS AFTER DISPLAYING
22 THE OFFER ON THE DRIVER'S SMARTPHONE OR SIMILAR SCREEN, AND A
23 DNC SHALL NOT REQUIRE OR ENCOURAGE THE DRIVER TO RESPOND TO A
24 DELIVERY TASK OFFER IN A PERIOD OF LESS THAN SIXTY SECONDS AFTER
25 DISPLAYING THE OFFER ON THE DRIVER'S SMARTPHONE OR SIMILAR
26 SCREEN.

27 (8) **Penalties, fines, and enforcement.** (a) IF A DNC VIOLATES

1 THIS SECTION, THE DNC MAY BE SUBJECT TO:

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

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

10 (III) INJUNCTIVE RELIEF PURSUANT TO SUBSECTION (8)(d)(II) OF
11 THIS SECTION.

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

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

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

- 21 (A) THE PERSON RESIDES;
- 22 (B) THE VIOLATION OCCURRED; OR
- 23 (C) THE DNC HAS A PHYSICAL PLACE OF BUSINESS IN THE STATE.

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

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

27 (B) STATUTORY DAMAGES AS SPECIFIED IN SUBSECTION (8)(a)(I)

1 OF THIS SECTION; AND

2 (C) ANY ACTUAL DAMAGES SUSTAINED AS A RESULT OF THE
3 VIOLATION.

4 (e) THE DIRECTOR SHALL TRANSFER THE FINES COLLECTED
5 PURSUANT TO SUBSECTION (8)(a)(II) OF THIS SECTION TO THE GENERAL
6 FUND.

7 (9) A DNC NEED NOT COMPLY WITH THE PROVISIONS OF THIS
8 SECTION WITH RESPECT TO DRIVERS OR DELIVERY TASKS PERFORMED BY
9 DRIVERS WHO ANNUALLY RECEIVE OR WILL RECEIVE A FEDERAL FORM W-2
10 FROM THE DNC REFLECTING ALL AMOUNTS EARNED BY THE DRIVER WHILE
11 PERFORMING SERVICES DISPATCHED OR FACILITATED THROUGH THE DNC'S
12 DIGITAL PLATFORM.

13 (10) **Rules.** THE DIRECTOR SHALL ADOPT RULES NECESSARY TO
14 IMPLEMENT THIS SECTION.

15 **SECTION 2. Appropriation.** For the 2024-25 state fiscal year,
16 \$163,409 is appropriated to the department of labor and employment for
17 use by the division of labor standards and statistics. This appropriation is
18 from the general fund and is based on an assumption the division will
19 require an additional 1.6 FTE. To implement this act, the division may
20 use this appropriation for program costs related to labor standards.

21 **SECTION 3. Act subject to petition - effective date -**
22 **applicability.** (1) Except as specified in subsection (2) of this section,
23 this act takes effect at 12:01 a.m. on the day following the expiration of
24 the ninety-day period after final adjournment of the general assembly;
25 except that, if a referendum petition is filed pursuant to section 1 (3) of
26 article V of the state constitution against this act or an item, section, or
27 part of this act within such period, then the act, item, section, or part will

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

4 (2) Section 8-4-126 (2), (3), (4), (5), (6), and (9), Colorado
5 Revised Statutes, as enacted in section 1 of this act, takes effect January
6 1, 2025.

7 (3) This act applies to contracts executed or renewed on or after
8 the applicable effective dates of this act.