

SENATE  
STATE OF MINNESOTA  
NINETY-THIRD SESSION

S.F. No. 4780

(SENATE AUTHORS: FATEH and Abeler)

DATE	D-PG	OFFICIAL STATUS
03/07/2024	12062	Introduction and first reading Referred to Labor
03/13/2024	12199	Author added Mohamed
03/14/2024	12204a	Comm report: To pass as amended and re-refer to Commerce and Consumer Protection
03/25/2024	12892	Author added Abeler
04/08/2024	13544	Author stricken Mohamed
04/18/2024	14196a	Comm report: To pass as amended and re-refer to Judiciary and Public Safety Joint rule 2.03, referred to Rules and Administration
04/30/2024	15579	Comm report: Adopt previous comm report Jt rule 2.03 suspended
05/09/2024		Comm report: Amended, No recommendation, re-referred to Finance

1.1 A bill for an act

1.2 relating to labor; regulating transportation network companies; providing a civil

1.3 cause of action; imposing criminal penalties; amending Minnesota Statutes 2022,

1.4 section 65B.472; proposing coding for new law as Minnesota Statutes, chapter

1.5 181C.

1.6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.7 Section 1. Minnesota Statutes 2022, section 65B.472, is amended to read:

1.8 **65B.472 TRANSPORTATION NETWORK FINANCIAL RESPONSIBILITY.**

1.9 Subdivision 1. **Definitions.** (a) Unless a different meaning is expressly made applicable,

1.10 the terms defined in paragraphs (b) through ~~(g)~~ (p) have the meanings given them for the

1.11 purposes of this ~~chapter~~ section.

1.12 (b) ~~A~~ "Digital network" means any online-enabled application, software, website, or

1.13 system offered or utilized by a transportation network company that enables the

1.14 prearrangement of rides with transportation network company drivers.

1.15 (c) "Disability and income loss benefits" has the meaning given in section 65B.44,

1.16 subdivision 3, subject to the weekly maximum amount and with a maximum time period

1.17 of 130 weeks after the injury.

1.18 (d) "P1," "P2," and "P3" have the meanings given in section 181C.01, subdivision 4.

1.19 (e) "Funeral and burial expenses" has the meaning given in section 65B.44, subdivision

1.20 4.

2.1 (f) "Medical expense benefits" has the meaning given in section 65B.44, subdivision 2,  
2.2 except that payment for rehabilitative services is only required when the services are  
2.3 medically necessary.

2.4 (g) "Personal injury" means a physical injury or mental impairment arising out of a  
2.5 physical injury in the course of a prearranged ride. A personal injury is only covered if the  
2.6 injury occurs to a driver during P2 or P3, except as provided under subdivision 2, paragraph  
2.7 (d). A personal injury claimant is subject to the requirements of section 65B.56.

2.8 ~~(e)~~ (h) "Personal vehicle" means a vehicle that is used by a transportation network  
2.9 company TNC driver in connection with providing a prearranged ride and is:

2.10 (1) owned, leased, or otherwise authorized for use by the ~~transportation network company~~  
2.11 driver; and

2.12 (2) not a taxicab, limousine, for-hire vehicle, or a private passenger vehicle driven by a  
2.13 volunteer driver.

2.14 ~~(d)~~ (i) "Prearranged ride" means the provision of transportation by a driver to a rider,  
2.15 beginning when a driver accepts a ride requested by a rider through a digital network  
2.16 controlled by a transportation network company, continuing while the driver transports a  
2.17 requesting rider, and ending when the last requesting rider departs from the personal vehicle.  
2.18 A prearranged ride does not include transportation provided using a taxicab, limousine, or  
2.19 other for-hire vehicle.

2.20 (j) "Replacement services loss benefits" has the meaning given in section 65B.44,  
2.21 subdivision 5, subject to the weekly maximum amount and with a maximum time period  
2.22 of 130 weeks after the injury.

2.23 (k) "Survivors economic loss benefits" has the meaning given in section 65B.44,  
2.24 subdivision 6, subject to the weekly maximum amount and with a maximum time period  
2.25 of 130 weeks after death.

2.26 (l) "Survivors replacement services loss benefits" has the meaning given in section  
2.27 65B.44, subdivision 7, subject to the weekly maximum amount and with a maximum time  
2.28 period of 130 weeks after death.

2.29 ~~(e)~~ (m) "Transportation network company" or "TNC" means a corporation, partnership,  
2.30 sole proprietorship, or other entity that is operating in Minnesota that uses a digital network  
2.31 to connect transportation network company riders to transportation network company drivers  
2.32 who provide prearranged rides.

3.1 ~~(f)~~ (n) "Transportation network company driver," "TNC driver," or "driver" means  
 3.2 an individual who:

3.3 (1) receives connections to potential riders and related services from a transportation  
 3.4 network company in exchange for payment of a fee to the transportation network company;  
 3.5 and

3.6 (2) uses a personal vehicle to provide a prearranged ride to riders upon connection  
 3.7 through a digital network controlled by a transportation network company in return for  
 3.8 compensation or payment of a fee.

3.9 ~~(g)~~ (o) "Transportation network company rider," "TNC rider," or "rider" means an  
 3.10 individual or persons who use a transportation network company's digital network to connect  
 3.11 with a transportation network driver who provides prearranged rides to the rider in the  
 3.12 driver's personal vehicle between points chosen by the rider.

3.13 ~~(h)~~ (p) "Volunteer driver" means an individual who transports persons or goods on  
 3.14 behalf of a nonprofit entity or governmental unit in a private passenger vehicle and receives  
 3.15 no compensation for services provided other than the reimbursement of actual expenses.

3.16 **Subd. 2. Maintenance of transportation network financial responsibility.** (a) A  
 3.17 transportation network company driver or transportation network company on the driver's  
 3.18 behalf shall maintain primary automobile insurance that recognizes that the driver is a  
 3.19 transportation network company driver or otherwise uses a vehicle to transport passengers  
 3.20 for compensation and covers the driver: during P1, P2, and P3.

3.21 ~~(1) while the driver is logged on to the transportation network company's digital network;~~  
 3.22 ~~or~~

3.23 ~~(2) while the driver is engaged in a prearranged ride.~~

3.24 (b) During P1, the following automobile insurance requirements apply ~~while a~~  
 3.25 ~~participating transportation network company driver is logged on to the transportation~~  
 3.26 ~~network company's digital network and is available to receive transportation requests but~~  
 3.27 ~~is not engaged in a prearranged ride:~~

3.28 (1) primary coverage insuring against loss resulting from liability imposed by law for  
 3.29 injury and property damage, including the requirements of section 65B.49, subdivision 3,  
 3.30 in the amount of not less than \$50,000 because of death or bodily injury to one person in  
 3.31 any accident, \$100,000 because of death or bodily injury to two or more persons in any  
 3.32 accident, and \$30,000 for injury to or destruction of property of others in any one accident;

4.1 (2) security for the payment of basic economic loss benefits where required by section  
4.2 65B.44 pursuant to the priority requirements of section 65B.47. A transportation network  
4.3 company and a ~~transportation network company~~ driver, during the period set forth in this  
4.4 paragraph, are deemed to be in the business of transporting persons for purposes of section  
4.5 65B.47, subdivision 1, and the insurance required under this subdivision shall be deemed  
4.6 to cover the vehicle during the period set forth in this paragraph;

4.7 (3) primary uninsured motorist coverage and primary underinsured motorist coverage  
4.8 where required by section 65B.49, subdivisions 3a and 4a; and

4.9 (4) the coverage requirements of this subdivision may be satisfied by any of the following:

4.10 (i) automobile insurance maintained by the transportation network company driver;

4.11 (ii) automobile insurance maintained by the transportation network company; or

4.12 (iii) any combination of items (i) and (ii).

4.13 (c) During P2 and P3, the following automobile insurance requirements apply while a  
4.14 ~~transportation network company driver is engaged in a prearranged ride:~~

4.15 (1) primary coverage insuring against loss resulting from liability imposed by law for  
4.16 injury and property damage, including the requirements of section 65B.49, in the amount  
4.17 of not less than \$1,500,000 for death, injury, or destruction of property of others;

4.18 (2) security for the payment of basic economic loss benefits where required by section  
4.19 65B.44 pursuant to the priority requirements of section 65B.47. A transportation network  
4.20 company and a transportation network company driver, during the period set forth in this  
4.21 paragraph, are deemed to be in the business of transporting persons for purposes of section  
4.22 65B.47, subdivision 1, and the insurance required under this subdivision shall be deemed  
4.23 to cover the vehicle during the period set forth in this paragraph;

4.24 (3) primary uninsured motorist coverage and primary underinsured motorist coverage  
4.25 where required by section 65B.49, subdivisions 3a and 4a; and

4.26 (4) the coverage requirements of this subdivision may be satisfied by any of the following:

4.27 (i) automobile insurance maintained by the transportation network company driver;

4.28 (ii) automobile insurance maintained by the transportation network company; or

4.29 (iii) any combination of items (i) and (ii).

4.30 (d) During P2 and P3, a TNC must maintain on behalf of and at no cost to the driver,  
4.31 insurance that provides reimbursement for all loss suffered through personal injury arising

5.1 from the driver's work for the TNC that is not otherwise covered by the insurance required  
5.2 under paragraphs (b) and (c). The insurance coverage must be in the amount of not less than  
5.3 \$1,000,000 per incident due to personal injury and includes the following types of coverage:  
5.4 medical expense benefits, disability and income loss benefits, funeral and burial expenses,  
5.5 replacement services loss benefits, survivor's economic loss benefits, and survivor's  
5.6 replacement services loss benefits. Coverage under this section includes personal injury  
5.7 sustained while at the drop-off location immediately following the conclusion of a  
5.8 prearranged ride.

5.9 (e) Any insurer authorized to write accident and sickness insurance in this state shall  
5.10 have the power to issue the blanket accident and sickness policy described in paragraph (d).

5.11 (f) A policy of blanket accident and sickness insurance as described in paragraph (d)  
5.12 must include in substance the provisions required for individual policies that are applicable  
5.13 to blanket accident and sickness insurance and the following provisions:

5.14 (1) a provision that the policy and the application of the policyholder constitutes the  
5.15 entire contract between the parties, and that, in the absence of fraud, all statements made  
5.16 by the policyholder are deemed representations and not warranties, and that a statement  
5.17 made for the purpose of affecting insurance does not avoid insurance or reduce benefits  
5.18 unless the statement is contained in a written instrument signed by the policyholder, a copy  
5.19 of which has been furnished to such policyholder; and

5.20 (2) a provision that to the group or class originally insured be added from time to time  
5.21 all new persons eligible for coverage.

5.22 (g) If an injury is covered by blanket accident and sickness insurance maintained by  
5.23 more than one TNC, the insurer of the TNC against whom a claim is filed is entitled to  
5.24 contribution for the pro rata share of coverage attributable to one or more other TNCs up  
5.25 to the coverages and limits in paragraph (d).

5.26 (h) Notwithstanding any law to the contrary, amounts paid or payable under the coverages  
5.27 required by section 65B.49, subdivisions 3a and 4a, shall be reduced by the total amount  
5.28 of benefits paid or payable under insurance provided pursuant to paragraph (d).

5.29 ~~(d)~~ (i) If insurance maintained by the driver in paragraph (b) or (c) has lapsed or does  
5.30 not provide the required coverage, insurance maintained by a transportation network company  
5.31 shall provide the coverage required by this subdivision beginning with the first dollar of a  
5.32 claim and have the duty to defend the claim.

6.1 ~~(e)~~ (j) Coverage under an automobile insurance policy maintained by the transportation  
 6.2 network company shall not be dependent on a personal automobile insurer first denying a  
 6.3 claim nor shall a personal automobile insurance policy be required to first deny a claim.

6.4 ~~(f)~~ (k) Insurance required by this subdivision must satisfy the requirements of chapter  
 6.5 60A.

6.6 ~~(g)~~ (l) Insurance satisfying the requirements of this subdivision shall be deemed to satisfy  
 6.7 the financial responsibility requirements under the Minnesota No-Fault Automobile Insurance  
 6.8 Act, sections 65B.41 to 65B.71.

6.9 ~~(h)~~ (m) A transportation network company driver shall carry proof of coverage satisfying  
 6.10 paragraphs (b) and (c) at all times during the driver's use of a vehicle in connection with a  
 6.11 transportation network company's digital network. In the event of an accident, a transportation  
 6.12 network company driver shall provide this insurance coverage information to the directly  
 6.13 interested parties, automobile insurers, and investigating police officers upon request pursuant  
 6.14 to section 65B.482, subdivision 1. Upon such request, a transportation network company  
 6.15 driver shall also disclose to directly interested parties, automobile insurers, and investigating  
 6.16 police officers whether the driver was logged on to the transportation network company's  
 6.17 digital network or on a prearranged ride at the time of an accident.

6.18 Subd. 3. **Disclosure to transportation network company drivers.** The transportation  
 6.19 network company shall disclose in writing to transportation network company drivers the  
 6.20 following before they are allowed to accept a request for a prearranged ride on the  
 6.21 transportation network company's digital network:

6.22 (1) the insurance coverage, including the types of coverage and the limits for each  
 6.23 coverage under subdivision 2, paragraphs (b), (c), and (d), that the transportation network  
 6.24 company provides while the transportation network company driver uses a personal vehicle  
 6.25 in connection with a transportation network company's digital network;

6.26 (2) that the transportation network company driver's own automobile insurance policy  
 6.27 might not provide any coverage while the driver is logged on to the transportation network  
 6.28 company's digital network and is available to receive transportation requests or is engaged  
 6.29 in a prearranged ride depending on its terms; and

6.30 (3) that using a vehicle with a lien against the vehicle to provide ~~transportation network~~  
 6.31 services prearranged rides may violate the transportation network driver's contract with the  
 6.32 lienholder.

7.1 Subd. 4. **Automobile insurance provisions.** (a) Insurers that write automobile insurance  
 7.2 in Minnesota may exclude any and all coverage afforded under the owner's insurance policy  
 7.3 for any loss or injury that occurs ~~while a driver is logged on to a transportation network~~  
 7.4 ~~company's digital network or while a driver provides a prearranged ride~~ during P1, P2, and  
 7.5 P3. This right to exclude all coverage may apply to any coverage included in an automobile  
 7.6 insurance policy including, but not limited to:

- 7.7 (1) liability coverage for bodily injury and property damage;
- 7.8 (2) uninsured and underinsured motorist coverage;
- 7.9 (3) basic economic loss benefits as defined under section 65B.44;
- 7.10 (4) medical payments coverage;
- 7.11 (5) comprehensive physical damage coverage; and
- 7.12 (6) collision physical damage coverage.

7.13 These exclusions apply notwithstanding any requirement under the Minnesota No-Fault  
 7.14 Automobile Insurance Act, sections 65B.41 to 65B.71. Nothing in this section implies or  
 7.15 requires that a personal automobile insurance policy provide coverage ~~while the driver is~~  
 7.16 ~~logged on to the transportation network company's digital network, while the driver is~~  
 7.17 ~~engaged in a prearranged ride, or while the driver otherwise uses a vehicle to transport~~  
 7.18 ~~passengers for compensation~~ during P1, P2, or P3, or while the driver otherwise uses a  
 7.19 vehicle to transport passengers for compensation.

7.20 Nothing in this section shall be deemed to preclude an insurer from providing coverage  
 7.21 for the transportation network company driver's vehicle, if it so chooses to do so by contract  
 7.22 or endorsement.

7.23 (b) Automobile insurers that exclude coverage as permitted in paragraph (a) shall have  
 7.24 no duty to defend or indemnify any claim expressly excluded thereunder. Nothing in this  
 7.25 section shall be deemed to invalidate or limit an exclusion contained in a policy, including  
 7.26 any policy in use or approved for use in Minnesota prior to May 19, 2015, that excludes  
 7.27 coverage for vehicles used to carry persons or property for a charge or available for hire by  
 7.28 the public.

7.29 (c) An automobile insurer that defends or indemnifies a claim against a driver that is  
 7.30 excluded under the terms of its policy as permitted in paragraph (a) shall have a right of  
 7.31 contribution against other insurers that provide automobile insurance to the same driver in  
 7.32 satisfaction of the coverage requirements of subdivision 2 at the time of loss.

8.1 (d) In a claims coverage investigation, transportation network companies and any insurer  
8.2 potentially providing coverage under subdivision 2 shall cooperate to facilitate the exchange  
8.3 of relevant information with directly involved parties and any insurer of the transportation  
8.4 network company driver if applicable, including the precise times that a transportation  
8.5 network company driver logged on and off of the transportation network company's digital  
8.6 network in the 12-hour period immediately preceding and in the 12-hour period immediately  
8.7 following the accident and disclose to one another a clear description of the coverage,  
8.8 exclusions, and limits provided under any automobile insurance maintained under subdivision  
8.9 2.

8.10 **EFFECTIVE DATE.** This section is effective January 1, 2025.

8.11 **Sec. 2. [181C.01] DEFINITIONS.**

8.12 Subdivision 1. **Application.** For purposes of this chapter, the terms defined in this section  
8.13 have the meanings given.

8.14 Subd. 2. **Deactivation.** "Deactivation" means the suspension or termination of a driver's  
8.15 ability to receive connections to potential riders from a transportation network company.  
8.16 Deactivation also means an account being "on hold" or "waitlisting," if applicable to a TNC.

8.17 Subd. 3. **Digital network.** "Digital network" has the meaning given in section 65B.472,  
8.18 subdivision 1.

8.19 Subd. 4. **Driver time periods.** "Driver time periods" are divided into three exclusive  
8.20 segments which have the following meanings:

8.21 (1) "period 1" or "P1" means the time when a driver is logged into a TNC application,  
8.22 but has not accepted a ride offer;

8.23 (2) "period 2" or "P2" means the time when a driver is proceeding to pick up a rider  
8.24 after choosing to accept a ride offer; and

8.25 (3) "period 3" or "P3" means the time when a driver is transporting a rider from a pickup  
8.26 location to a dropoff location.

8.27 Subd. 5. **Personal vehicle.** "Personal vehicle" has the meaning given in section 65B.472,  
8.28 subdivision 1.

8.29 Subd. 6. **Transportation network company.** "Transportation network company" or  
8.30 "TNC" has the meaning given in section 65B.472, subdivision 1.

9.1 Subd. 7. **Transportation network company driver.** "Transportation network company  
 9.2 driver," "TNC driver," or "driver" has the meaning given in section 65B.472, subdivision  
 9.3 1.

9.4 Subd. 8. **Transportation network company rider.** "Transportation network company  
 9.5 rider," "TNC rider," or "rider" has the meaning given in section 65B.472, subdivision 1.

9.6 **Sec. 3. [181C.02] NOTICE AND PAY TRANSPARENCY.**

9.7 Subdivision 1. **Compensation notice.** (a) Upon initial or subsequent account activation,  
 9.8 and annually each year while a driver continues to maintain an account with the TNC, a  
 9.9 TNC must provide written notice of compensation to each driver containing the following  
 9.10 information:

9.11 (1) the right to legally required minimum compensation under section 181C.03;

9.12 (2) the frequency and manner of a driver's pay, including any policies covering driver  
 9.13 compensation;

9.14 (3) the rights and remedies available to a driver for a TNC's failure to comply with legal  
 9.15 obligations related to minimum compensation; and

9.16 (4) the driver's right to elect coverage of paid family and medical leave benefits, as  
 9.17 provided under chapter 268B.

9.18 (b) Written notice under this subdivision must be provided in understandable plain  
 9.19 language and made available in English, Amharic, Arabic, Hmong, Oromo, Somali, and  
 9.20 Spanish. TNCs operating in Minnesota must consider updating the languages in which they  
 9.21 offer the notice each year.

9.22 (c) The TNC must provide notice to a driver in writing or electronically of any changes  
 9.23 to the driver's compensation policy at least 48 hours before the date the changes take effect.

9.24 Subd. 2. **Assignment notice.** When a TNC alerts a driver of a possible assignment to  
 9.25 transport a rider, the ride offer must be available for sufficient time for the driver to review,  
 9.26 and the TNC must indicate:

9.27 (1) the estimated travel time and number of miles from the driver's current location to  
 9.28 the pickup location for P2;

9.29 (2) the estimated travel time and number of miles for the trip for P3; and

9.30 (3) the estimated total compensation.

10.1 Subd. 3. **Daily trip receipt.** Within 24 hours of each trip completion, the TNC must  
10.2 transmit a detailed electronic receipt to the driver containing the following information for  
10.3 each unique trip or portion of a unique trip:

10.4 (1) the date, pickup, and dropoff locations;

10.5 (2) the time and total mileage traveled from pick up to drop off of a rider or riders for  
10.6 P3;

10.7 (3) the time and total mileage traveled from acceptance of the assignment to completion  
10.8 for P2 and P3;

10.9 (4) total fare or fee paid by the rider or riders; and

10.10 (5) total compensation to the driver, specifying:

10.11 (i) the rate or rates of pay, any applicable price multiplier, or variable pricing policy in  
10.12 effect;

10.13 (ii) any gratuity; and

10.14 (iii) an itemized list of all costs and reimbursements to, or charged to, the driver.

10.15 Subd. 4. **Weekly summary.** Each week, a TNC must transmit a weekly summary to a  
10.16 driver in writing or electronically containing the following information for the preceding  
10.17 calendar week:

10.18 (1) total time the driver logged into the TNC application;

10.19 (2) total time and mileage for P2 and P3 segments;

10.20 (3) total fares or fees paid by riders; and

10.21 (4) total compensation to the driver, including any gratuities.

10.22 Subd. 5. **Record keeping.** TNCs must maintain the trip receipts and weekly summaries  
10.23 required under this section for at least three years.

10.24 Sec. 4. **[181C.03] MINIMUM COMPENSATION.**

10.25 (a) Minimum compensation of a TNC driver under this section must be paid for each  
10.26 trip in a per minute, per mile format, as follows, and is subject to an annual adjustment as  
10.27 provided under paragraph (f):

10.28 (1) \$1.39 per mile and \$0.49 per minute for any transportation of a rider by a driver; and

10.29 (2) an additional \$0.91 per mile for any transportation of a rider by a driver in a vehicle  
10.30 operated under the requirements in sections 299A.11 to 299A.17, if applicable;

11.1 (3) if a cancellation occurs after the driver has already departed to pick up a rider, 80  
11.2 percent of the cancellation fee; and

11.3 (4) at minimum, compensation of \$5.00 for any transportation of a rider by a driver.

11.4 (b) A TNC must pay a driver the minimum compensation required under this section  
11.5 over a reasonable earnings period not to exceed 14 calendar days. The minimum  
11.6 compensation required under this section guarantees a driver a certain level of compensation  
11.7 in an earnings period that cannot be reduced. Nothing in this section prevents a driver from  
11.8 earning, or a TNC from paying, a higher level of compensation.

11.9 (c) Any gratuities received by a driver from a rider or riders are the property of the driver  
11.10 and are not included as part of the minimum compensation required by this section. A TNC  
11.11 must pay the applicable driver all gratuities received by the driver in an earnings period no  
11.12 later than the driver's next scheduled payment.

11.13 (d) For each earnings period, a TNC shall compare a driver's earnings, excluding  
11.14 gratuities, against the required minimum compensation for that driver during the earnings  
11.15 period. If the driver's earnings, excluding gratuities, in the earnings period are less than the  
11.16 required minimum compensation for that earnings period, the TNC shall include an additional  
11.17 sum accounting for the difference in the driver's earnings and the minimum compensation  
11.18 no later than during the next earnings period.

11.19 (e) A TNC that uses software or collection technology to collect fees or fares must pay  
11.20 a driver the compensation earned by the driver, regardless of whether the fees or fares are  
11.21 actually collected.

11.22 (f) Beginning January 1, 2026, and each January 1 thereafter, the minimum compensation  
11.23 required under paragraph (a) must be adjusted annually by the same process as the statewide  
11.24 minimum wage under section 177.24, subdivision 1.

11.25 **Sec. 5. [181C.04] DEACTIVATION.**

11.26 **Subdivision 1. Deactivation policy; requirements.** (a) A TNC must maintain a written  
11.27 plain-language deactivation policy that provides the policies and procedures for the  
11.28 suspension or termination of a driver's ability to receive connection to riders from the TNC.  
11.29 Drivers must be provided a copy of the deactivation policy upon initial or subsequent account  
11.30 activation and annually each year while the driver continues to maintain an account with  
11.31 the TNC. The TNC must make the policies under this paragraph and any updates available  
11.32 both online and in written form to the drivers at least 30 days before they are in effect.

12.1 (b) The deactivation policy must be provided in English, Amharic, Arabic, Hmong,  
 12.2 Oromo, Somali, and Spanish. TNCs operating in Minnesota must consider updating the  
 12.3 languages in which they offer the deactivation policy each year.

12.4 (c) Serious misconduct must be clearly defined in the TNC deactivation policy.

12.5 Subd. 2. **Prohibitions for deactivation.** A TNC must not deactivate a driver for:

12.6 (1) a violation not explicitly part of a TNC's written deactivation policy;

12.7 (2) a driver's ability to work a minimum number of hours;

12.8 (3) a driver's acceptance or rejection of a ride, as long as the acceptance or rejection is  
 12.9 not for a discriminatory purpose;

12.10 (4) a driver's good faith statement regarding compensation or working conditions made  
 12.11 publicly or privately; or

12.12 (5) a driver asserting their legal rights under any local, state, or federal law.

12.13 Subd. 3. **Written notice.** Except in cases of serious misconduct under subdivision 1,  
 12.14 paragraph (c), the TNC must provide written notice of deactivation three business days  
 12.15 before deactivation occurs. In cases of serious misconduct, the TNC must provide the driver  
 12.16 with written notice within three business days following deactivation. A written notice must  
 12.17 include:

12.18 (1) the reason for deactivation;

12.19 (2) anticipated length of the deactivation;

12.20 (3) when the deactivation will go into effect;

12.21 (4) an explanation of whether or not the deactivation can be reversed and clear steps for  
 12.22 the driver to take to reverse a deactivation;

12.23 (5) instructions for a driver to challenge the deactivation and information on their rights  
 12.24 under the appeals process provided under paragraph (f); and

12.25 (6) a notice that the driver has a right to assistance and information on how to contact a  
 12.26 driver advocacy group to assist in the deactivation appeal process, including the telephone  
 12.27 number and website information for one or more driver advocacy groups.

12.28 Subd. 4. **Driver advocacy organizations.** A driver advocacy group identified in the  
 12.29 notice must be an independent organization operating without influence from the TNC, and  
 12.30 a TNC may not have any control or influence over the day-to-day operations of the  
 12.31 organization's staff or management.

13.1 Subd. 5. Request for appeal. (a) The deactivation policy must provide the driver with  
13.2 an immediate opportunity to appeal the deactivation upon receipt of the written notice and  
13.3 an opportunity to provide information to support the request. An appeal process must provide  
13.4 the driver with no less than 30 days to appeal the deactivation, allow the driver to have an  
13.5 advocate or attorney present, and allow for an initial meeting no later than seven days after  
13.6 the deactivation, unless the driver requests or agrees to a later date.

13.7 (b) A decision on the appeal must not take more than 15 days from the receipt of the  
13.8 requested appeal and information to support the request. A TNC may use a third party to  
13.9 assist with appeals.

13.10 (c) Except for allegations of serious misconduct under subdivision 1, paragraph (c), if  
13.11 a decision on the appeal is not made within the time provided in this subdivision, unless the  
13.12 driver requests or agrees to a continuance the alleged violation must be dismissed and cannot  
13.13 form the basis of any further deactivation or other sanction.

13.14 (d) If the basis of a deactivation is an allegation of serious misconduct, the TNC must:

13.15 (1)(i) make a decision within 15 days from the receipt of the requested appeal and after  
13.16 information to support the request has been provided, or (ii) provide the driver with a written  
13.17 notice describing the reason the TNC is unable to provide a timely decision on the appeal;  
13.18 and

13.19 (2) issue a decision on the appeal within 30 days of the request for the appeal when the  
13.20 notice in item (i) has been provided or dismiss the allegation if the TNC fails to issue a  
13.21 decision within this time period.

13.22 (e) The TNC must consider any information presented by the driver under the appeal  
13.23 process. For a deactivation to be upheld, there must be evidence under the totality of the  
13.24 circumstances to find that it is more likely than not that a rule violation subjecting the driver  
13.25 to deactivation has occurred. A traffic ticket or other traffic or criminal charge alone is not  
13.26 conclusive of a rule violation unless there has been a conviction.

13.27 (f) This section does not affect deactivations for economic reasons that are not targeted  
13.28 at a particular driver or drivers.

13.29 (g) When a deactivation occurs due to a technical issue, the driver must be provided  
13.30 reasonable compensation for the period of time the driver was not able to accept rides  
13.31 through the TNC. For the purposes of this paragraph, "reasonable compensation" means  
13.32 compensation for each day the driver was deactivated using the driver's daily average in  
13.33 earnings from the TNC for the 90 days prior to the deactivation.

14.1 Subd. 6. **Prior deactivations.** (a) Consistent with the deactivation policy created under  
14.2 this section, a driver who was deactivated after January 1, 2021, but before August 1, 2024,  
14.3 may request an appeal of the deactivation under this section, if the driver provides notice  
14.4 of the appeal within 90 days of the date of enactment and the deactivation was not due to  
14.5 serious misconduct under subdivision 1, paragraph (c).

14.6 (b) By September 1, 2024, a TNC must provide notice of a right to appeal a deactivation  
14.7 and a copy of the deactivation policy to all drivers deactivated after January 1, 2021. A  
14.8 TNC must contact a deactivated driver using the following means, in the order listed:

14.9 (1) emailing notice to the last known email address;

14.10 (2) texting notice to the last known cell phone number;

14.11 (3) mailing written notice to the last known home address; and

14.12 (4) calling the last known phone number of the deactivated driver.

14.13 A TNC is not required to use all the contact methods in clauses (1) to (4) if the deactivated  
14.14 driver confirms receipt of the notice. A TNC is not required to contact a previously  
14.15 deactivated driver who is no longer deactivated.

14.16 (c) A deactivated driver notified under paragraph (d) has 90 days to appeal a deactivation.  
14.17 If a driver appeals a deactivation, the procedures provided in this section apply, except that  
14.18 the TNC may take up to 30 days to conduct an initial meeting and may take up to 45 days  
14.19 to issue a final decision.

14.20 **EFFECTIVE DATE.** This section is effective August 1, 2024, and applies to  
14.21 deactivations that occur on or after that date except as provided in subdivision 6, paragraph  
14.22 (a).

14.23 Sec. 6. **[181C.05] PRIVATE CIVIL ACTION; ENFORCEMENT.**

14.24 (a) As provided under section 181.171, a driver or a driver's beneficiary may bring a  
14.25 civil action seeking redress for violations of paragraph (d) and sections 181C.02, 181C.03,  
14.26 and 181C.04 directly to district court. An action brought under this section must be  
14.27 commenced within two years.

14.28 (b) The commissioner may issue an order under section 177.27, subdivision 4, requiring  
14.29 an employer to comply with sections 181C.02 and 181C.03 under section 177.27, subdivision  
14.30 4.

15.1 (c) As provided under section 181.1721, and in addition to enforcement by the department  
15.2 under paragraph (a), the attorney general may enforce sections 181C.02 and 181C.03 under  
15.3 section 181.1721.

15.4 (d) A TNC must not retaliate against or discipline a driver for (1) raising a complaint  
15.5 under this chapter, or (2) pursuing enactment or enforcement of this chapter. A TNC must  
15.6 not give less favorable or more favorable rides to a driver for making public or private  
15.7 comments supporting or opposing working conditions or compensation at a TNC.

15.8 **Sec. 7. [181C.06] DISCRIMINATION PROHIBITED.**

15.9 (a) A TNC may not discriminate against a TNC driver or a qualified applicant to become  
15.10 a driver, due to race, national origin, color, creed, religion, sex, disability, sexual orientation,  
15.11 marital status, or gender identity. Nothing in this section prohibits providing a reasonable  
15.12 accommodation to a person with a disability, for religious reasons, due to pregnancy, or to  
15.13 remedy previous discriminatory behavior.

15.14 (b) A TNC driver injured by a violation of this section is entitled to the remedies under  
15.15 sections 363A.28 to 363A.35.

15.16 **Sec. 8. [181C.07] COLLECTIVE BARGAINING.**

15.17 Notwithstanding any law to the contrary, nothing in this chapter prohibits collective  
15.18 bargaining.

15.19 **Sec. 9. [181C.08] FORCED ARBITRATION PROHIBITED.**

15.20 The rights and remedies established in this chapter are not required to be pursued through  
15.21 arbitration and shall only be pursued through arbitration at the election of the driver. Contracts  
15.22 that have already been executed must have an addendum provided to each driver that includes  
15.23 a copy of this chapter and notice that a driver may elect to pursue the remedies provided in  
15.24 this chapter, rather than through arbitration. For cases that go to arbitration, the rights and  
15.25 damages that drivers are entitled to in an arbitration proceeding shall be as provided in this  
15.26 chapter.

15.27 **Sec. 10. [181C.09] REVOCATION OF LICENSE.**

15.28 A local unit of government may refuse to issue a license or may revoke a license and  
15.29 right to operate issued to a TNC by the local unit of government for a TNC's failure to  
15.30 comply with the requirements of this chapter.