

S2219-2

1.28 Section 1. Minnesota Statutes 2022, section 8.31, subdivision 1, is amended to read:

1.29 Subdivision 1. **Investigate offenses against provisions of certain designated sections;**

1.30 **assist in enforcement.** The attorney general shall investigate violations of the law of this

1.31 state respecting unfair, discriminatory, and other unlawful practices in business, commerce,

1.32 or trade, and specifically, but not exclusively, the Nonprofit Corporation Act (sections

2.1 317A.001 to 317A.909), the Act Against Unfair Discrimination and Competition (sections

2.2 325D.01 to 325D.07), the Unlawful Trade Practices Act (sections 325D.09 to 325D.16),

2.3 the Antitrust Act (sections 325D.49 to 325D.66), section 325F.67 and other laws against

2.4 false or fraudulent advertising, the antidiscrimination acts contained in section 325D.67,

2.5 the act against monopolization of food products (section 325D.68), the act regulating

2.6 telephone advertising services (section 325E.39), the Prevention of Consumer Fraud Act

2.7 (sections 325F.68 to 325F.70), the act regulating price gouging (section 325E.80), and

2.8 chapter 53A regulating currency exchanges and assist in the enforcement of those laws as

2.9 in this section provided.

2.21 Sec. 3. Minnesota Statutes 2022, section 53C.01, is amended by adding a subdivision to

2.22 read:

2.23 Subd. 4a. **Global positioning system starter interrupt device.** "Global positioning

2.24 system starter interrupt device" or "GPS starter interrupt device" means a device installed

2.25 on a motor vehicle by a motor vehicle dealer that enables an individual who is not in

2.26 possession of the motor vehicle to remotely disable the motor vehicle's ignition. GPS starter

2.27 interrupt device includes a device commonly referred to as a fuel or ignition kill switch.

2.28 Sec. 4. Minnesota Statutes 2022, section 53C.01, subdivision 12c, is amended to read:

2.29 Subd. 12c. **Theft deterrent device.** "Theft deterrent device" means the following devices:

2.30 (1) a vehicle alarm system;

157.11 **ARTICLE 4**

157.12 **COMMERCIAL REGULATION AND CONSUMER PROTECTION**

157.13 Section 1. **[13.6505] ATTORNEY GENERAL DATA CODED ELSEWHERE.**

157.14 Subdivision 1. **Scope.** The sections referred to in this section are codified outside this

157.15 chapter. Those sections classify attorney general data as other than public, place restrictions

157.16 on access to government data, or involve data sharing.

157.17 Subd. 2. **Data protection impact assessments.** A data protection impact assessment

157.18 collected or maintained by the attorney general under section 325O.04 is classified under

157.19 section 325O.04, subdivision 4.

157.20 Sec. 2. Minnesota Statutes 2022, section 53C.01, is amended by adding a subdivision to

157.21 read:

157.22 Subd. 4a. **Global positioning system starter interrupt device.** "Global positioning

157.23 system starter interrupt device" or "GPS starter interrupt device" means a device installed

157.24 on a motor vehicle by a motor vehicle dealer that enables an individual who is not in

157.25 possession of the motor vehicle to remotely disable the motor vehicle's ignition. GPS starter

157.26 interrupt device includes a device commonly referred to as a fuel or ignition kill switch.

157.27 Sec. 3. Minnesota Statutes 2022, section 53C.01, subdivision 12c, is amended to read:

157.28 Subd. 12c. **Theft deterrent device.** "Theft deterrent device" means the following devices:

157.29 (1) a vehicle alarm system;

2.31 (2) a window etch product;
2.32 (3) a body part marking product;
3.1 (4) a steering lock; or
3.2 (5) a pedal or ignition lock; ~~or~~
3.3 ~~(6) a fuel or ignition kill switch.~~
3.4 Sec. 5. Minnesota Statutes 2022, section 53C.08, subdivision 1a, is amended to read:
3.5 Subd. 1a. **Disclosures required.** Prior to the execution of a retail installment contract,
3.6 the seller shall provide to a buyer, and obtain the buyer's signature on, a written disclosure
3.7 that sets forth the following information:
3.8 (1) a description and the total price of all items sold in the following categories if the
3.9 contract includes a charge for the item:
3.10 (i) a service contract;
3.11 (ii) an insurance product;
3.12 (iii) a debt cancellation agreement;
3.13 (iv) a theft deterrent device; or
3.14 (v) a surface protection product;
3.15 (2) whether a GPS starter interrupt device is installed on the motor vehicle, regardless
3.16 of whether the contract includes a charge for the GPS starter interrupt device;
3.17 (3) the amount that would be calculated under the contract as the regular installment
3.18 payment if charges for the items referenced under clause (1) are not included in the contract;
3.19 ~~(3)~~ (4) the amount that would be calculated under the contract as the regular installment
3.20 payment if charges for the items referenced under clause (1) are included in the contract;
3.21 and
3.22 ~~(4)~~ (5) the disclosures required under this subdivision must be in at least ten-point type
3.23 and must be contained in a single document that is separate from the retail installment
3.24 contract and any other vehicle purchase documents.

158.1 (2) a window etch product;
158.2 (3) a body part marking product;
158.3 (4) a steering lock; or
158.4 (5) a pedal or ignition lock; ~~or~~
158.5 ~~(6) a fuel or ignition kill switch.~~
158.6 Sec. 4. Minnesota Statutes 2022, section 53C.08, subdivision 1a, is amended to read:
158.7 Subd. 1a. **Disclosures required.** Prior to the execution of a retail installment contract,
158.8 the seller shall provide to a buyer, and obtain the buyer's signature on, a written disclosure
158.9 that sets forth the following information:
158.10 (1) a description and the total price of all items sold in the following categories if the
158.11 contract includes a charge for the item:
158.12 (i) a service contract;
158.13 (ii) an insurance product;
158.14 (iii) a debt cancellation agreement;
158.15 (iv) a theft deterrent device; or
158.16 (v) a surface protection product;
158.17 (2) whether a GPS starter interrupt device is installed on the motor vehicle, regardless
158.18 of whether the contract includes a charge for the GPS starter interrupt device;
158.19 (3) the amount that would be calculated under the contract as the regular installment
158.20 payment if charges for the items referenced under clause (1) are not included in the contract;
158.21 ~~(3)~~ (4) the amount that would be calculated under the contract as the regular installment
158.22 payment if charges for the items referenced under clause (1) are included in the contract;
158.23 and
158.24 ~~(4)~~ (5) the disclosures required under this subdivision must be in at least ten-point type
158.25 and must be contained in a single document that is separate from the retail installment
158.26 contract and any other vehicle purchase documents.
158.27 Sec. 5. Minnesota Statutes 2022, section 80E.041, subdivision 4, is amended to read:
158.28 Subd. 4. **Retail rate for labor.** (a) Compensation for warranty labor must equal the
158.29 dealer's effective nonwarranty labor rate multiplied by the time allowances recognized by
159.1 the manufacturer to compensate its dealers for warranty work guide used by the dealer for
159.2 nonwarranty customer-paid service repair orders. If no time guide exists for a warranty
159.3 repair, compensation for warranty labor must equal the dealer's effective nonwarranty labor
159.4 rate multiplied by the time actually spent to complete the repair order and must not be less

26.5 Sec. 23. Minnesota Statutes 2022, section 325D.01, subdivision 5, is amended to read:

26.6 Subd. 5. **Cost.** The term "cost," as applied to the wholesale or retail vendor, means:

26.7 (1) the actual current delivered invoice or replacement cost, whichever is lower, without

26.8 deducting customary cash discounts, plus any excise or sales taxes imposed on such

26.9 commodity, goods, wares or merchandise subsequent to the purchase thereof and prior to

26.10 the resale thereof, plus the cost of doing business at that location by the vendor;

26.11 (2) where a manufacturer publishes a list price and discounts, in determining such "cost"

26.12 the manufacturer's published list price then currently in effect, less the published trade

26.13 discount but without deducting the customary cash discount, plus any excise or sales taxes

26.14 imposed on such commodity, goods, wares or merchandise subsequent to the purchase

159.5 than the time charged to retail customers for the same or similar work performed. The

159.6 effective nonwarranty labor rate is determined by dividing the total customer labor charges

159.7 for qualifying nonwarranty repairs in the repair orders submitted under subdivision 2 by

159.8 the total number of labor hours that generated those sales. Compensation for warranty labor

159.9 must include ~~reasonable~~ all diagnostic time for repairs performed under this section, including

159.10 but not limited to all time spent communicating with the manufacturer's technical assistance

159.11 or external manufacturer source in order to provide a warranty repair, and must not be less

159.12 than the time charged to retail customers for the same or similar work performed.

159.13 (b) A manufacturer may disapprove a dealer's effective nonwarranty labor rate if:

159.14 (1) the disapproval is provided to the dealer in writing;

159.15 (2) the disapproval is sent to the dealer within 30 days of the submission of the effective

159.16 nonwarranty labor rate by the dealer to the manufacturer;

159.17 (3) the disapproval includes a reasonable substantiation that the effective nonwarranty

159.18 labor rate submission is inaccurate, incomplete, or unreasonable in light of a comparison

159.19 to the retail rate charged by other similarly situated franchised motor vehicle dealers in a

159.20 comparable geographic area in the state offering the same line-make vehicles; and

159.21 (4) the manufacturer proposes an adjustment of the effective nonwarranty labor rate.

159.22 (c) If a manufacturer fails to approve or disapprove the rate within this time period, the

159.23 rate is approved. If a manufacturer disapproves a dealer's effective nonwarranty labor rate,

159.24 and the dealer does not agree to the manufacturer's proposed adjustment, the parties shall

159.25 use the manufacturer's internal dispute resolution procedure, if any, within a reasonable

159.26 time after the dealer notifies the manufacturer of their failure to agree. If the manufacturer's

159.27 internal dispute resolution procedure is unsuccessful, or if the procedure is not implemented

159.28 within a reasonable time after the dealer notifies the manufacturer of their failure to agree,

159.29 the dealer may use the civil remedies available under section 80E.17. A dealer must file a

159.30 civil suit under section 80E.17, as permitted by this subdivision, within 60 days of receiving

159.31 the manufacturer's proposed adjustment to the effective nonwarranty labor rate, or the

159.32 conclusion of the manufacturer's internal dispute resolution procedure, whichever is later.

160.1 Sec. 6. Minnesota Statutes 2022, section 325D.01, subdivision 5, is amended to read:

160.2 Subd. 5. **Cost.** The term "cost," as applied to the wholesale or retail vendor, means:

160.3 (1) the actual current delivered invoice or replacement cost, whichever is lower, without

160.4 deducting customary cash discounts, plus any excise or sales taxes imposed on such

160.5 commodity, goods, wares or merchandise subsequent to the purchase thereof and prior to

160.6 the resale thereof, plus the cost of doing business at that location by the vendor;

160.7 (2) where a manufacturer publishes a list price and discounts, in determining such "cost"

160.8 the manufacturer's published list price then currently in effect, less the published trade

160.9 discount but without deducting the customary cash discount, plus any excise or sales taxes

160.10 imposed on such commodity, goods, wares or merchandise subsequent to the purchase

26.15 thereof and prior to the resale thereof, plus the cost of doing business by the vendor shall
26.16 be prima facie evidence of "cost"; and

26.17 (3) for purposes of gasoline offered for sale by way of posted price or indicating meter
26.18 by a retailer, at a retail location where gasoline is dispensed into passenger automobiles and
26.19 trucks by the consumer, "cost" means either:

26.20 (i) the average terminal price on the day, at the terminal from which the most recent
26.21 supply of gasoline delivered to the retail location was acquired, plus all applicable state and
26.22 federal excise taxes and fees; or

26.23 (ii) the actual current delivered invoice or replacement cost of the gasoline, whichever
26.24 is lower, plus all applicable state and federal excise taxes and fees, plus the lesser of six
26.25 percent or eight cents.

160.11 thereof and prior to the resale thereof, plus the cost of doing business by the vendor shall
160.12 be prima facie evidence of "cost"; and

160.13 (3) for purposes of gasoline offered for sale by way of posted price or indicating meter
160.14 by a retailer, at a retail location where gasoline is dispensed into passenger automobiles and
160.15 trucks by the consumer, "cost" means either:

160.16 (i) the average terminal price on the day, at the terminal from which the most recent
160.17 supply of gasoline delivered to the retail location was acquired, plus all applicable state and
160.18 federal excise taxes and fees; or

160.19 (ii) the actual current delivered invoice or replacement cost of the gasoline, whichever
160.20 is lower, plus all applicable state and federal excise taxes and fees, plus the lesser of six
160.21 percent or eight cents.

160.22 Sec. 7. Minnesota Statutes 2022, section 325D.44, subdivision 1, is amended to read:

160.23 Subdivision 1. Acts constituting. A person engages in a deceptive trade practice when,
160.24 in the course of business, vocation, or occupation, the person:

160.25 (1) passes off goods or services as those of another;

160.26 (2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship,
160.27 approval, or certification of goods or services;

160.28 (3) causes likelihood of confusion or of misunderstanding as to affiliation, connection,
160.29 or association with, or certification by, another;

160.30 (4) uses deceptive representations or designations of geographic origin in connection
160.31 with goods or services;

161.1 (5) represents that goods or services have sponsorship, approval, characteristics,
161.2 ingredients, uses, benefits, or quantities that they do not have or that a person has a
161.3 sponsorship, approval, status, affiliation, or connection that the person does not have;

161.4 (6) represents that goods are original or new if they are deteriorated, altered,
161.5 reconditioned, reclaimed, used, or secondhand;

161.6 (7) represents that goods or services are of a particular standard, quality, or grade, or
161.7 that goods are of a particular style or model, if they are of another;

161.8 (8) disparages the goods, services, or business of another by false or misleading
161.9 representation of fact;

161.10 (9) advertises goods or services with intent not to sell them as advertised;

161.11 (10) advertises goods or services with intent not to supply reasonably expectable public
161.12 demand, unless the advertisement discloses a limitation of quantity;

26.26 Sec. 24. Minnesota Statutes 2022, section 325D.71, is amended to read:

26.27 **325D.71 UNLAWFUL GASOLINE SALES.**

26.28 Any offer for sale of gasoline by a retailer by way of posted price or indicating meter
26.29 that is below cost, as defined by section 325D.01, subdivision 5, clause (3), is a violation
26.30 of section 325D.04, except that the criminal penalties in section 325D.071 do not apply. In
26.31 addition to the penalties for violations and the remedies provided for injured parties set forth
27.1 elsewhere in this chapter, the commissioner of commerce may use the authority under
27.2 section 45.027 for the purpose of preventing violations of this section. A retailer who sells
27.3 gasoline at the same or higher legally posted price of a competitor in the same market area,
27.4 on the same day, is not in violation of this section.

27.5 A retailer who offers gasoline for sale at a price below cost as part of a promotion at an
27.6 individual location for no more than three days in any calendar quarter is not in violation
27.7 of this section.

27.8 A retailer who offers gasoline for sale at a price below cost through the use of coupons,
27.9 loyalty programs, membership-based pricing programs, or promotions or programs of similar
27.10 import is not in violation of this section.

27.11 Sec. 25. Minnesota Statutes 2022, section 325E.31, is amended to read:

27.12 **325E.31 REMEDIES.**

27.13 (a) A person who is found to have violated sections 325E.27 to 325E.30 is subject to
27.14 the penalties and remedies, including a private right of action to recover damages, as provided
27.15 in section 8.31.

161.13 (11) makes false or misleading statements of fact concerning the reasons for, existence
161.14 of, or amounts of price reductions;

161.15 (12) in attempting to collect delinquent accounts, implies or suggests that health care
161.16 services will be withheld in an emergency situation; or

161.17 (13) engages in (i) unfair methods of competition, or (ii) unfair or unconscionable acts
161.18 or practices; or

161.19 (13) (14) engages in any other conduct which similarly creates a likelihood of confusion
161.20 or of misunderstanding.

161.21 Sec. 8. Minnesota Statutes 2022, section 325D.44, subdivision 2, is amended to read:

161.22 Subd. 2. **Proof.** (a) In order to prevail in an action under sections 325D.43 to 325D.48,
161.23 a complainant need not prove competition between the parties or actual confusion or
161.24 misunderstanding.

161.25 (b) For purposes of subdivision 1, clause (13), the standard of proof provided under
161.26 section 325F.69, subdivision 7, applies.

161.27 Sec. 9. Minnesota Statutes 2022, section 325D.71, is amended to read:

161.28 **325D.71 UNLAWFUL GASOLINE SALES.**

161.29 (a) Any offer for sale of gasoline by a retailer by way of posted price or indicating meter
161.30 that is below cost, as defined by section 325D.01, subdivision 5, clause (3), is a violation
162.1 of section 325D.04, except that the criminal penalties in section 325D.071 do not apply. In
162.2 addition to the penalties for violations and the remedies provided for injured parties set forth
162.3 elsewhere in this chapter, the commissioner of commerce may use the authority under
162.4 section 45.027 for the purpose of preventing violations of this section. A retailer who sells
162.5 gasoline at the same or higher legally posted price of a competitor in the same market area,
162.6 on the same day, is not in violation of this section.

162.7 (b) A retailer who offers gasoline for sale at a price below cost as part of a promotion
162.8 at an individual location for no more than three days in any calendar quarter is not in violation
162.9 of this section.

162.10 (c) A retailer who offers gasoline for sale at a price below cost through the use of coupons,
162.11 loyalty programs, membership-based pricing programs, or promotions or programs of similar
162.12 import is not in violation of this section.

162.13 Sec. 10. Minnesota Statutes 2022, section 325E.31, is amended to read:

162.14 **325E.31 REMEDIES.**

162.15 (a) A person who is found to have violated sections 325E.27 to 325E.30 is subject to
162.16 the penalties and remedies, including a private right of action to recover damages, as provided
162.17 in section 8.31.

27.16 (b) In addition to the penalties and remedies under paragraph (a), the attorney general
27.17 is entitled to sue for and recover on behalf of the state a civil penalty from a person found
27.18 to have violated sections 325E.27 to 325E.30. The court must determine the civil penalty
27.19 amount, which must not exceed \$50,000.

27.20 **EFFECTIVE DATE.** This section is effective the day following final enactment.

27.21 Sec. 26. Minnesota Statutes 2022, section 325E.66, is amended by adding a subdivision
27.22 to read:

27.23 Subd. 1a. **Prices and rates.** Upon the occurrence of a weather event classified as a severe
27.24 thunderstorm pursuant to the criteria established by the National Oceanic and Atmospheric
27.25 Administration, a residential building contractor operating within the geographic region
27.26 impacted by the weather event and repairing damage caused by the weather event shall not:

27.27 (1) charge an unconscionably excessive price for labor in comparison to the market price
27.28 charged for comparable services in the geographic region impacted by the weather event;
27.29 or

27.30 (2) charge an insurance company a rate that exceeds what the residential building
27.31 contractor otherwise charges members of the general public.

28.1 Sec. 27. Minnesota Statutes 2022, section 325E.66, subdivision 2, is amended to read:

28.2 Subd. 2. **Private remedy.** If a residential contractor violates subdivision 1 or 1a, the
28.3 insured or the applicable insurer may bring an action against the residential contractor in a
28.4 court of competent jurisdiction for damages sustained by the insured or insurer as a
28.5 consequence of the residential contractor's violation.

28.6 Sec. 28. Minnesota Statutes 2022, section 325E.66, subdivision 3, is amended to read:

28.7 Subd. 3. **Public enforcement.** The commissioner of labor and industry shall enforce
28.8 this section subdivision 1 under sections 326B.081 to 326B.085.

28.9 Sec. 29. **[325E.67] POST-LOSS ASSIGNMENT OF BENEFITS.**

28.10 Subdivision 1. **Definitions.** (a) For purposes of this section, the terms in this subdivision
28.11 have the meanings given.

28.12 (b) "Residential contractor" means a residential roofer, as defined in section 326B.802,
28.13 subdivision 14; a residential building contractor, as defined in section 326B.802, subdivision
28.14 11; or a residential remodeler, as defined in section 326B.802, subdivision 12.

28.15 (c) "Residential real estate" means a new or existing building, including appurtenant
28.16 structures, constructed for habitation by at least one family but no more than four families.

162.18 (b) In addition to the penalties and remedies under paragraph (a), the attorney general
162.19 is entitled to sue for and recover on behalf of the state a civil penalty from a person found
162.20 to have violated sections 325E.27 to 325E.30. The court must determine the civil penalty
162.21 amount, which must not exceed \$100,000.

162.22 **EFFECTIVE DATE.** This section is effective the day following final enactment.

162.23 Sec. 11. Minnesota Statutes 2022, section 325E.66, is amended by adding a subdivision
162.24 to read:

162.25 Subd. 1a. **Prices and rates.** Upon the occurrence of a weather event classified as a severe
162.26 thunderstorm pursuant to the criteria established by the National Oceanic and Atmospheric
162.27 Administration, a residential building contractor operating within the geographic region
162.28 impacted by the weather event and repairing damage caused by the weather event shall not:

162.29 (1) charge an unconscionably excessive price for labor in comparison to the market price
162.30 charged for comparable services in the geographic region impacted by the weather event;
162.31 or

163.1 (2) charge an insurance company a rate that exceeds what the residential building
163.2 contractor otherwise charges members of the general public.

163.3 Sec. 12. Minnesota Statutes 2022, section 325E.66, subdivision 2, is amended to read:

163.4 Subd. 2. **Private remedy.** If a residential contractor violates subdivision 1 or 1a, the
163.5 insured or the applicable insurer may bring an action against the residential contractor in a
163.6 court of competent jurisdiction for damages sustained by the insured or insurer as a
163.7 consequence of the residential contractor's violation.

163.8 Sec. 13. Minnesota Statutes 2022, section 325E.66, subdivision 3, is amended to read:

163.9 Subd. 3. **Public enforcement.** The commissioner of labor and industry shall enforce
163.10 this section subdivision 1 under sections 326B.081 to 326B.085.

163.11 Sec. 14. **[325E.67] POST-LOSS ASSIGNMENT OF BENEFITS.**

163.12 Subdivision 1. **Definitions.** (a) For purposes of this section, the terms in this subdivision
163.13 have the meanings given.

163.14 (b) "Residential contractor" means a residential roofer, as defined in section 326B.802,
163.15 subdivision 14; a residential building contractor, as defined in section 326B.802, subdivision
163.16 11; or a residential remodeler, as defined in section 326B.802, subdivision 12.

163.17 (c) "Residential real estate" means a new or existing building, including appurtenant
163.18 structures, constructed for habitation by at least one family but no more than four families.

28.17 Subd. 2. **Post-loss assignment.** A post-loss assignment of rights or benefits to a residential
28.18 contractor under a property and casualty insurance policy insuring residential real estate
28.19 must comply with the following:

28.20 (1) the assignment must only authorize a residential contractor to be named as a copayee
28.21 for the payment of benefits under a property and casualty insurance policy covering
28.22 residential real estate;

28.23 (2) the assignment must include all of the following:

28.24 (i) an itemized description of the work to be performed;

28.25 (ii) an itemized description of materials, labor, and fees for the work to be performed;
28.26 and

28.27 (iii) a total itemized amount to be paid for the work to be performed;

28.28 (3) the assignment must include a statement that the residential contractor has made no
28.29 assurances that the claimed loss is fully covered by an insurance contract and must include
28.30 the following notice in capitalized 14-point type:

29.1 "YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER
29.2 YOUR INSURANCE POLICY. THE ITEMIZED DESCRIPTION OF THE WORK
29.3 PERFORMED, AS SET FORTH IN THIS ASSIGNMENT FORM, HAS NOT BEEN
29.4 AGREED TO BY THE INSURER. PLEASE READ AND UNDERSTAND THIS
29.5 DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE
29.6 REASONABLE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED
29.7 BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.";

29.8 (4) the named insured has the right to cancel the assignment within ten business days
29.9 after receipt of the scope of work by the insurance company. The cancellation must be made
29.10 in writing or a comparable digital format. Within ten business days of the date of the written
29.11 cancellation, the residential contractor must tender to the named insured, the landowner, or
29.12 the possessor of the real estate any payments, partial payments, or deposits that have been
29.13 made by that person;

29.14 (5) the assignment must include the following notice in capitalized 14-point type, located
29.15 in the immediate proximity of the space reserved in the assignment for the signature of the
29.16 named insured:

29.17 "YOU MAY CANCEL THIS ASSIGNMENT WITHOUT PENALTY WITHIN TEN
29.18 (10) BUSINESS DAYS FROM THE LATER OF THE DATE THE ASSIGNMENT IS
29.19 EXECUTED OR THE DATE ON WHICH YOU RECEIVE A COPY OF THE EXECUTED
29.20 ASSIGNMENT. YOU MUST CANCEL THE ASSIGNMENT IN WRITING AND THE
29.21 CANCELLATION MUST BE DELIVERED TO [insert the name and address of residential
29.22 contractor as provided by the residential contractor]. IF MAILED, THE CANCELLATION
29.23 MUST BE POSTMARKED ON OR BEFORE THE TEN (10) BUSINESS DAY
29.24 DEADLINE. IF YOU CANCEL THIS ASSIGNMENT, THE RESIDENTIAL

163.19 Subd. 2. **Post-loss assignment.** A post-loss assignment of rights or benefits to a residential
163.20 contractor under a property and casualty insurance policy insuring residential real estate
163.21 must comply with the following:

163.22 (1) the assignment must only authorize a residential contractor to be named as a copayee
163.23 for the payment of benefits under a property and casualty insurance policy covering
163.24 residential real estate;

163.25 (2) the assignment must include all of the following:

163.26 (i) an itemized description of the work to be performed;

163.27 (ii) an itemized description of materials, labor, and fees for the work to be performed;
163.28 and

163.29 (iii) a total itemized amount to be paid for the work to be performed;

164.1 (3) the assignment must include a statement that the residential contractor has made no
164.2 assurances that the claimed loss is fully covered by an insurance contract and must include
164.3 the following notice in capitalized 14-point type:

164.4 "YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER
164.5 YOUR INSURANCE POLICY. THE ITEMIZED DESCRIPTION OF THE WORK
164.6 PERFORMED, AS SET FORTH IN THIS ASSIGNMENT FORM, HAS NOT BEEN
164.7 AGREED TO BY THE INSURER. PLEASE READ AND UNDERSTAND THIS
164.8 DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE
164.9 REASONABLE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED
164.10 BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.";

164.11 (4) the named insured has the right to cancel the assignment within ten business days
164.12 after receipt of the scope of work by the insurance company. The cancellation must be made
164.13 in writing or a comparable digital format. Within ten business days of the date of the written
164.14 cancellation, the residential contractor must tender to the named insured, the landowner, or
164.15 the possessor of the real estate any payments, partial payments, or deposits that have been
164.16 made by that person;

164.17 (5) the assignment must include the following notice in capitalized 14-point type, located
164.18 in the immediate proximity of the space reserved in the assignment for the signature of the
164.19 named insured:

164.20 "YOU MAY CANCEL THIS ASSIGNMENT WITHOUT PENALTY WITHIN TEN
164.21 (10) BUSINESS DAYS FROM THE LATER OF THE DATE THE ASSIGNMENT IS
164.22 EXECUTED OR THE DATE ON WHICH YOU RECEIVE A COPY OF THE EXECUTED
164.23 ASSIGNMENT. YOU MUST CANCEL THE ASSIGNMENT IN WRITING AND THE
164.24 CANCELLATION MUST BE DELIVERED TO [insert the name and address of residential
164.25 contractor as provided by the residential contractor]. IF MAILED, THE CANCELLATION
164.26 MUST BE POSTMARKED ON OR BEFORE THE TEN (10) BUSINESS DAY
164.27 DEADLINE. IF YOU CANCEL THIS ASSIGNMENT, THE RESIDENTIAL

29.25 CONTRACTOR HAS UP TO TEN (10) BUSINESS DAYS TO RETURN ANY
29.26 PAYMENTS OR DEPOSITS YOU HAVE MADE.";

29.27 (6) the assignment must not impair the interests of a mortgagee or other parties with any
29.28 legal interests listed on the declarations page of the property and casualty insurance policy
29.29 that is the subject of the assignment; and

29.30 (7) the assignment must not prevent or inhibit an insurer from communicating with the
29.31 named insured or mortgagee listed on the declarations page of the property and casualty
29.32 insurance policy that is the subject of the assignment.

29.33 Subd. 3. **Other requirements.** A residential contractor receiving the assignment described
29.34 in subdivision 2 must:

30.1 (1) deliver a copy of the assignment to the insurer of the residential real estate within
30.2 five business days of the date the assignment is executed;

30.3 (2) cooperate with the insurer of the residential real estate in an investigation into the
30.4 claim by providing documents and records requested by the insurer and complying with the
30.5 post-loss duties under the insurance policy; and

30.6 (3) comply with section 325E.66.

30.7 Subd. 4. **Certain assignments void.** A post-loss assignment of benefits entered into
30.8 with a residential contractor that violates any provision of the federal Insured Homeowner's
30.9 Protection Act of 1998, Public Law 105-216, as amended, is void.

30.10 Sec. 30. **[325E.72] DIGITAL FAIR REPAIR.**

30.11 Subdivision 1. **Short title.** This act may be cited as the "Digital Fair Repair Act."

30.12 Subd. 2. **Definitions.** (a) For the purposes of this section, the following terms have the
30.13 meanings given.

30.14 (b) "Authorized repair provider" means an individual or business who is unaffiliated
30.15 with an original equipment manufacturer and who has: (1) an arrangement with the original
30.16 equipment manufacturer, for a definite or indefinite period, under which the original
30.17 equipment manufacturer grants to the individual or business a license to use a trade name,
30.18 service mark, or other proprietary identifier to offer diagnostic, maintenance, or repair
30.19 services for digital electronic equipment under the name of the original equipment
30.20 manufacturer; or (2) an arrangement with the original equipment manufacturer to offer
30.21 diagnostic, maintenance, or repair services for digital electronic equipment on behalf of the
30.22 original equipment manufacturer. An original equipment manufacturer that offers diagnostic,
30.23 maintenance, or repair services for the original equipment manufacturer's digital electronic
30.24 equipment is considered an authorized repair provider with respect to the digital electronic
30.25 equipment if the original equipment manufacturer does not have an arrangement described
30.26 in this paragraph with an unaffiliated individual or business.

164.28 CONTRACTOR HAS UP TO TEN (10) BUSINESS DAYS TO RETURN ANY
164.29 PAYMENTS OR DEPOSITS YOU HAVE MADE.";

164.30 (6) the assignment must not impair the interests of a mortgagee or other parties with any
164.31 legal interests listed on the declarations page of the property and casualty insurance policy
164.32 that is the subject of the assignment; and

165.1 (7) the assignment must not prevent or inhibit an insurer from communicating with the
165.2 named insured or mortgagee listed on the declarations page of the property and casualty
165.3 insurance policy that is the subject of the assignment.

165.4 Subd. 3. **Other requirements.** A residential contractor receiving the assignment described
165.5 in subdivision 2 must:

165.6 (1) deliver a copy of the assignment to the insurer of the residential real estate within
165.7 five business days of the date the assignment is executed;

165.8 (2) cooperate with the insurer of the residential real estate in an investigation into the
165.9 claim by providing documents and records requested by the insurer and complying with the
165.10 post-loss duties under the insurance policy; and

165.11 (3) comply with section 325E.66.

165.12 Subd. 4. **Certain assignments void.** A post-loss assignment of benefits entered into
165.13 with a residential contractor that violates any provision of the federal Insured Homeowner's
165.14 Protection Act of 1998, Public Law 105-216, as amended, is void.

165.15 Sec. 15. **[325E.72] DIGITAL FAIR REPAIR.**

165.16 Subdivision 1. **Short title.** This act may be cited as the "Digital Fair Repair Act."

165.17 Subd. 2. **Definitions.** (a) For the purposes of this section, the following terms have the
165.18 meanings given.

165.19 (b) "Authorized repair provider" means an individual or business who is unaffiliated
165.20 with an original equipment manufacturer and who has: (1) an arrangement with the original
165.21 equipment manufacturer, for a definite or indefinite period, under which the original
165.22 equipment manufacturer grants to the individual or business a license to use a trade name,
165.23 service mark, or other proprietary identifier to offer diagnostic, maintenance, or repair
165.24 services for digital electronic equipment under the name of the original equipment
165.25 manufacturer; or (2) an arrangement with the original equipment manufacturer to offer
165.26 diagnostic, maintenance, or repair services for digital electronic equipment on behalf of the
165.27 original equipment manufacturer. An original equipment manufacturer that offers diagnostic,
165.28 maintenance, or repair services for the original equipment manufacturer's digital electronic
165.29 equipment is considered an authorized repair provider with respect to the digital electronic
165.30 equipment if the original equipment manufacturer does not have an arrangement described
165.31 in this paragraph with an unaffiliated individual or business.

30.27 (c) "Contractor" has the meaning given in section 326B.31, subdivision 14.

30.28 (d) "Cybersecurity" means the practice of protecting networks, devices, and data from
30.29 unauthorized access or criminal use and the practice of ensuring confidentiality, integrity,
30.30 and availability of information.

30.31 (e) "Digital electronic equipment" or "equipment" means any hardware product that
30.32 depends, in whole or in part, on digital electronics embedded in or attached to the product
31.1 in order for the product to function, for which the original equipment manufacturer makes
31.2 available tools, parts, or documentation to authorized repair providers.

31.3 (f) "Documentation" means a manual, diagram, reporting output, service code description,
31.4 schematic diagram, or similar information made available by an original equipment
31.5 manufacturer to an authorized repair provider to facilitate diagnostic, maintenance, or repair
31.6 services for digital electronic equipment.

31.7 (g) "Embedded software" means any programmable instructions provided on firmware
31.8 delivered with digital electronic equipment, or with a part for the equipment, in order to
31.9 operate the equipment. Embedded software includes all relevant patches and fixes made by
31.10 the manufacturer of the equipment or part in order to operate the equipment.

31.11 (h) "Fair and reasonable terms" means, with respect to:

31.12 (1) parts for digital electronic equipment offered by an original equipment manufacturer:

31.13 (i) costs that are fair to both parties; and

31.14 (ii) terms under which an original equipment manufacturer offers the part to an authorized
31.15 repair provider and which:

31.16 (A) is not conditioned on or imposing a substantial obligation to use or restrict the use
31.17 of the part to diagnose, maintain, or repair digital electronic equipment sold, leased, or
31.18 otherwise supplied by the original equipment manufacturer, including a condition that the
31.19 owner or independent repair provider become an authorized repair provider of the original
31.20 equipment manufacturer; or

31.21 (B) a requirement that a part be registered, paired with, or approved by the original
31.22 equipment manufacturer or an authorized repair provider before the part is operational or
31.23 prohibit an original equipment manufacturer from imposing any additional cost or burden
31.24 that is not reasonably necessary or is designed to be an impediment on the owner or
31.25 independent repair provider;

31.26 (2) tools, software, and documentation for digital electronic equipment offered by an
31.27 original equipment manufacturer:

31.28 (i) costs that are equivalent to the lowest actual cost for which the original equipment
31.29 manufacturer offers the tool, software, or documentation to an authorized repair provider,

165.32 (c) "Contractor" has the meaning given in section 326B.31, subdivision 14.

166.1 (d) "Cybersecurity" means the practice of protecting networks, devices, and data from
166.2 unauthorized access or criminal use and the practice of ensuring the confidentiality, integrity,
166.3 and availability of information.

166.4 (e) "Digital electronic equipment" or "equipment" means any hardware product that
166.5 depends, in whole or in part, on digital electronics embedded in or attached to the product
166.6 in order for the product to function, for which the original equipment manufacturer makes
166.7 available tools, parts, or documentation to authorized repair providers.

166.8 (f) "Documentation" means a manual, diagram, reporting output, service code description,
166.9 schematic diagram, or similar information made available by an original equipment
166.10 manufacturer to an authorized repair provider to facilitate diagnostic, maintenance, or repair
166.11 services for digital electronic equipment.

166.12 (g) "Embedded software" means any programmable instructions provided on firmware
166.13 delivered with digital electronic equipment, or with a part for the equipment, in order to
166.14 operate the equipment. Embedded software includes all relevant patches and fixes made by
166.15 the manufacturer of the equipment or part in order to operate the equipment.

166.16 (h) "Fair and reasonable terms" means, with respect to:

166.17 (1) parts for digital electronic equipment offered by an original equipment manufacturer:

166.18 (i) costs that are fair to both parties; and

166.19 (ii) terms under which an original equipment manufacturer offers the part to an authorized
166.20 repair provider and which:

166.21 (A) is not conditioned on or imposing a substantial obligation to use or restrict the use
166.22 of the part to diagnose, maintain, or repair digital electronic equipment sold, leased, or
166.23 otherwise supplied by the original equipment manufacturer, including a condition that the
166.24 owner or independent repair provider become an authorized repair provider of the original
166.25 equipment manufacturer; or

166.26 (B) a requirement that a part be registered, paired with, or approved by the original
166.27 equipment manufacturer or an authorized repair provider before the part is operational or
166.28 prohibit an original equipment manufacturer from imposing any additional cost or burden
166.29 that is not reasonably necessary or is designed to be an impediment on the owner or
166.30 independent repair provider;

166.31 (2) tools, software, and documentation for digital electronic equipment offered by an
166.32 original equipment manufacturer:

167.1 (i) costs that are equivalent to the lowest actual cost for which the original equipment
167.2 manufacturer offers the tool, software, or documentation to an authorized repair provider,

31.30 including any discount, rebate, or other financial incentive offered to an authorized repair
31.31 provider; and

32.1 (ii) terms that are equivalent to the most favorable terms under which an original
32.2 equipment manufacturer offers the tool, software, or documentation to an authorized repair
32.3 provider, including the methods and timeliness of delivery of the tool, software, or
32.4 documentation, do not impose on an owner or an independent repair provider;

32.5 (A) a substantial obligation to use or restrict the use of the tool, software, or
32.6 documentation to diagnose, maintain, or repair digital electronic equipment sold, leased, or
32.7 otherwise supplied by the original equipment manufacturer, including a condition that the
32.8 owner or independent repair provider become an authorized repair provider of the original
32.9 equipment manufacturer; or

32.10 (B) a requirement that a tool be registered, paired with, or approved by the original
32.11 equipment manufacturer or an authorized repair provider before the part or tool is operational;
32.12 and

32.13 (3) documentation offered by an original equipment manufacturer: that the documentation
32.14 is made available by the original equipment manufacturer at no charge, except that when
32.15 the documentation is requested in physical printed form, a charge may be included for the
32.16 reasonable actual costs of preparing and sending the copy.

32.17 (i) "Independent repair provider" means an individual or business operating in Minnesota
32.18 that: (1) does not have an arrangement described in paragraph (b) with an original equipment
32.19 manufacturer; (2) is not affiliated with any individual or business that has an arrangement
32.20 described in paragraph (b); and (3) is engaged in providing diagnostic, maintenance, or
32.21 repair services for digital electronic equipment. An original equipment manufacturer or,
32.22 with respect to the original equipment manufacturer, an individual or business that has an
32.23 arrangement with the original equipment manufacturer or is affiliated with an individual or
32.24 business that has an arrangement with that original equipment manufacturer, is considered
32.25 an independent repair provider for purposes of the instances the original equipment
32.26 manufacturer engages in diagnostic, maintenance, or repair services for digital electronic
32.27 equipment that is not manufactured by or sold under the name of the original equipment
32.28 manufacturer.

32.29 (j) "Manufacturer of motor vehicle equipment" means a business engaged in the business
32.30 of manufacturing or supplying components used to manufacture, maintain, or repair a motor
32.31 vehicle.

32.32 (k) "Motor vehicle" means a vehicle that is: (1) designed to transport persons or property
32.33 on a street or highway; and (2) certified by the manufacturer under (i) all applicable federal
32.34 safety and emissions standards, and (ii) all requirements for distribution and sale in the
33.1 United States. Motor vehicle does not include a recreational vehicle or an auto home equipped
33.2 for habitation.

167.3 including any discount, rebate, or other financial incentive offered to an authorized repair
167.4 provider; and

167.5 (ii) terms that are equivalent to the most favorable terms under which an original
167.6 equipment manufacturer offers the tool, software, or documentation to an authorized repair
167.7 provider, including the methods and timeliness of delivery of the tool, software, or
167.8 documentation, do not impose on an owner or an independent repair provider;

167.9 (A) a substantial obligation to use or restrict the use of the tool, software, or
167.10 documentation to diagnose, maintain, or repair digital electronic equipment sold, leased, or
167.11 otherwise supplied by the original equipment manufacturer, including a condition that the
167.12 owner or independent repair provider become an authorized repair provider of the original
167.13 equipment manufacturer; or

167.14 (B) a requirement that a tool be registered, paired with, or approved by the original
167.15 equipment manufacturer or an authorized repair provider before the part or tool is operational;
167.16 and

167.17 (3) documentation offered by an original equipment manufacturer: that the documentation
167.18 is made available by the original equipment manufacturer at no charge, except that when
167.19 the documentation is requested in physical printed form, a charge may be included for the
167.20 reasonable actual costs of preparing and sending the copy.

167.21 (i) "Independent repair provider" means an individual or business operating in Minnesota
167.22 that: (1) does not have an arrangement described in paragraph (b) with an original equipment
167.23 manufacturer; (2) is not affiliated with any individual or business that has an arrangement
167.24 described in paragraph (b); and (3) is engaged in providing diagnostic, maintenance, or
167.25 repair services for digital electronic equipment. An original equipment manufacturer or,
167.26 with respect to the original equipment manufacturer, an individual or business that has an
167.27 arrangement with the original equipment manufacturer or is affiliated with an individual or
167.28 business that has an arrangement with that original equipment manufacturer, is considered
167.29 an independent repair provider for purposes of the instances the original equipment
167.30 manufacturer engages in diagnostic, maintenance, or repair services for digital electronic
167.31 equipment that is not manufactured by or sold under the name of the original equipment
167.32 manufacturer.

168.1 (j) "Manufacturer of motor vehicle equipment" means a business engaged in the business
168.2 of manufacturing or supplying components used to manufacture, maintain, or repair a motor
168.3 vehicle.

168.4 (k) "Motor vehicle" means a vehicle that is: (1) designed to transport persons or property
168.5 on a street or highway; and (2) certified by the manufacturer under (i) all applicable federal
168.6 safety and emissions standards, and (ii) all requirements for distribution and sale in the
168.7 United States. Motor vehicle does not include a recreational vehicle or an auto home equipped
168.8 for habitation.

33.3 (l) "Motor vehicle dealer" means an individual or business that, in the ordinary course
33.4 of business: (1) is engaged in the business of selling or leasing new motor vehicles to an
33.5 individual or business pursuant to a franchise agreement; (2) has obtained a license under
33.6 section 168.27; and (3) is engaged in providing diagnostic, maintenance, or repair services
33.7 for motor vehicles or motor vehicle engines pursuant to a franchise agreement.

33.8 (m) "Motor vehicle manufacturer" means a business engaged in the business of
33.9 manufacturing or assembling new motor vehicles.

33.10 (n) "Original equipment manufacturer" means any individual or business that, in the
33.11 normal course of business, is engaged in the business of selling or leasing to any individual
33.12 or business new digital electronic equipment manufactured by or on behalf of the original
33.13 equipment manufacturer.

33.14 (o) "Owner" means an individual or business that owns or leases digital electronic
33.15 equipment purchased or used in Minnesota.

33.16 (p) "Part" means any replacement part or assembly of parts, either new or used, made
33.17 available by an original equipment manufacturer to authorized repair providers to facilitate
33.18 the maintenance or repair of digital electronic equipment manufactured or sold by the original
33.19 equipment manufacturer.

33.20 (q) "Tool" means any software program, hardware implement, or other apparatus used
33.21 for diagnosis, maintenance, or repair of digital electronic equipment, including software or
33.22 other mechanisms that provide, program, pair a part, calibrate functionality, or perform any
33.23 other function required to repair the original equipment or part back to fully functional
33.24 condition, including updates.

33.25 (r) "Trade secret" has the meaning given in section 325C.01, subdivision 5.

33.26 (s) "Video game console" means a computing device, such as a console machine, a
33.27 handheld console device, or another device or system, and its components and peripherals,
33.28 that is primarily used by consumers for playing video games but which is neither a general
33.29 nor an all-purpose computer. A general or all-purpose computer includes but is not limited
33.30 to a desktop computer, laptop, tablet, or cell phone.

33.31 Subd. 3. **Requirements.** (a) For digital electronic equipment and parts for the equipment
33.32 sold or used in Minnesota, an original equipment manufacturer must make available to any
33.33 independent repair provider or to the owner of digital electronic equipment manufactured
34.1 by or on behalf of, or sold by, the original equipment manufacturer, on fair and reasonable
34.2 terms, documentation, parts, and tools, inclusive of any updates to information or embedded
34.3 software, for diagnostic, maintenance, or repair purposes. Nothing in this section requires
34.4 an original equipment manufacturer to make available a part, a tool, or documentation if it
34.5 is no longer available to the original equipment manufacturer.

168.9 (l) "Motor vehicle dealer" means an individual or business that, in the ordinary course
168.10 of business: (1) is engaged in the business of selling or leasing new motor vehicles to an
168.11 individual or business pursuant to a franchise agreement; (2) has obtained a license under
168.12 section 168.27; and (3) is engaged in providing diagnostic, maintenance, or repair services
168.13 for motor vehicles or motor vehicle engines pursuant to a franchise agreement.

168.14 (m) "Motor vehicle manufacturer" means a business engaged in the business of
168.15 manufacturing or assembling new motor vehicles.

168.16 (n) "Original equipment manufacturer" means any individual or business that, in the
168.17 normal course of business, is engaged in the business of selling or leasing to any individual
168.18 or business new digital electronic equipment manufactured by or on behalf of the original
168.19 equipment manufacturer.

168.20 (o) "Owner" means an individual or business that owns or leases digital electronic
168.21 equipment purchased or used in Minnesota.

168.22 (p) "Part" means any replacement part or assembly of parts, either new or used, made
168.23 available by an original equipment manufacturer to authorized repair providers to facilitate
168.24 the maintenance or repair of digital electronic equipment manufactured or sold by the original
168.25 equipment manufacturer.

168.26 (q) "Tool" means any software program, hardware implement, or other apparatus used
168.27 for diagnosis, maintenance, or repair of digital electronic equipment, including software or
168.28 other mechanisms that provide, program, pair a part, calibrate functionality, or perform any
168.29 other function required to repair the original equipment or part back to fully functional
168.30 condition, including updates.

168.31 (r) "Trade secret" has the meaning given in section 325C.01, subdivision 5.

168.32 (s) "Video game console" means a computing device, such as a console machine, a
168.33 handheld console device, or another device or system, and its components and peripherals,
169.1 that is primarily used by consumers for playing video games but which is neither a general
169.2 nor an all-purpose computer. A general or all-purpose computer includes but is not limited
169.3 to a desktop computer, laptop, tablet, or cell phone.

169.4 Subd. 3. **Requirements.** (a) For digital electronic equipment and parts for the equipment
169.5 sold or used in Minnesota, an original equipment manufacturer must make available to any
169.6 independent repair provider or to the owner of digital electronic equipment manufactured
169.7 by or on behalf of, or sold by, the original equipment manufacturer, on fair and reasonable
169.8 terms, documentation, parts, and tools, inclusive of any updates to information or embedded
169.9 software, for diagnostic, maintenance, or repair purposes. Nothing in this section requires
169.10 an original equipment manufacturer to make available a part, tools, or documentation if it
169.11 is no longer available to the original equipment manufacturer.

34.6 (b) Such parts, tools, and documentation shall be made available within 60 days after
34.7 the first sale of the digital electronic equipment in Minnesota.

34.8 Subd. 4. **Enforcement by attorney general.** A violation of this section is an unlawful
34.9 practice under section 325D.44. All remedies, penalties, and authority granted to the attorney
34.10 general under section 8.31 are available to the attorney general to enforce this section.

34.11 Subd. 5. **Limitations.** (a) Nothing in this section requires an original equipment
34.12 manufacturer to divulge a trade secret or license any intellectual property to an owner or
34.13 an independent service provider, except as necessary to provide documentation, parts, and
34.14 tools on fair and reasonable terms.

34.15 (b) Nothing in this section alters the terms of any arrangement described in subdivision
34.16 2, paragraph (b), including but not limited to the performance or provision of warranty or
34.17 recall repair work by an authorized repair provider on behalf of an original equipment
34.18 manufacturer pursuant to the arrangement, in force between an authorized repair provider
34.19 and an original equipment manufacturer. A provision in the terms of an arrangement
34.20 described in subdivision 2, paragraph (b), that purports to waive, avoid, restrict, or limit the
34.21 original equipment manufacturer's obligations to comply with this section is void and
34.22 unenforceable.

34.23 (c) Nothing in this section requires an original equipment manufacturer or an authorized
34.24 repair provider to provide to an owner or independent repair provider access to information,
34.25 other than documentation, that is provided by the original equipment manufacturer to an
34.26 authorized repair provider pursuant to the terms of an arrangement described in subdivision
34.27 2, paragraph (b).

34.28 (d) Nothing in this section requires an original equipment manufacturer or authorized
34.29 repair provider to make available any parts, tools, or documentation for the purpose of
34.30 making modifications to any digital electronic equipment.

34.31 (e) Nothing in this section shall be construed to require the original equipment
34.32 manufacturer to sell service parts if the service parts are no longer provided by the original
34.33 equipment manufacturer or made available to authorized repair providers of the original
34.34 equipment manufacturer.

35.1 (f) Nothing in this section shall require an original manufacturer to make available special
35.2 documentation, tools, and parts that would disable or override antitheft security measures
35.3 set by the owner of the equipment without the owner's authorization.

35.4 (g) Nothing in this section shall apply if the original equipment manufacturer provides
35.5 equivalent or better, readily available replacement equipment at no charge to the customer.

35.6 (h) Nothing in this section requires the original manufacturer to provide access to parts,
35.7 tools, or documentation for work that is required to be done or supervised by an individual

169.12 (b) Such parts, tools, and documentation shall be made available within 60 days after
169.13 the first sale of the digital electronic equipment in Minnesota.

169.14 Subd. 4. **Enforcement by attorney general.** A violation of this section is an unlawful
169.15 practice under section 325D.44. All remedies, penalties, and authority granted to the attorney
169.16 general under section 8.31 are available to the attorney general to enforce this section.

169.17 Subd. 5. **Limitations.** (a) Nothing in this section requires an original equipment
169.18 manufacturer to divulge a trade secret or license any intellectual property to an owner or
169.19 an independent service provider, except as necessary to provide documentation, parts, and
169.20 tools on fair and reasonable terms.

169.21 (b) Nothing in this section alters the terms of any arrangement described in subdivision
169.22 2, paragraph (b), including but not limited to the performance or provision of warranty or
169.23 recall repair work by an authorized repair provider on behalf of an original equipment
169.24 manufacturer pursuant to the arrangement, in force between an authorized repair provider
169.25 and an original equipment manufacturer. A provision in the terms of an arrangement
169.26 described in subdivision 2, paragraph (b), that purports to waive, avoid, restrict, or limit the
169.27 original equipment manufacturer's obligations to comply with this section is void and
169.28 unenforceable.

169.29 (c) Nothing in this section requires an original equipment manufacturer or an authorized
169.30 repair provider to provide to an owner or independent repair provider access to information,
169.31 other than documentation, that is provided by the original equipment manufacturer to an
169.32 authorized repair provider pursuant to the terms of an arrangement described in subdivision
169.33 2, paragraph (b).

170.1 (d) Nothing in this section requires an original equipment manufacturer or authorized
170.2 repair provider to make available any parts, tools, or documentation for the purpose of
170.3 making modifications to any digital electronic equipment.

170.4 (e) Nothing in this section shall be construed to require the original equipment
170.5 manufacturer to sell service parts if the service parts are no longer provided by the original
170.6 equipment manufacturer or made available to authorized repair providers of the original
170.7 equipment manufacturer.

170.8 (f) Nothing in this section shall require an original manufacturer to make available special
170.9 documentation, tools, and parts that would disable or override antitheft security measures
170.10 set by the owner of the equipment without the owner's authorization.

170.11 (g) Nothing in this section shall apply if the original equipment manufacturer provides
170.12 equivalent or better, readily available replacement equipment at no charge to the customer.

170.13 (h) Nothing in this section requires the original manufacturer to provide access to parts,
170.14 tools, or documentation for work that is required to be done or supervised by an individual

35.8 or contractor licensed under chapter 326B or with any individual or contractor who does
35.9 not possess the relevant license required for that work.

35.10 Subd. 6. **Exclusions.** (a) Nothing in this section applies to: (1) a motor vehicle
35.11 manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting in
35.12 that capacity; or (2) any product or service of a motor vehicle manufacturer, manufacturer
35.13 of motor vehicle equipment, or motor vehicle dealer acting in that capacity.

35.14 (b) Nothing in this section applies to manufacturers or distributors of a medical device
35.15 as defined in the Federal Food, Drug, and Cosmetic Act, United States Code, title 21, section
35.16 301 et seq., or a digital electronic product or software manufactured for use in a medical
35.17 setting including diagnostic, monitoring, or control equipment or any product or service
35.18 that the manufacturer or distributor of a medical device offers.

35.19 (c) Nothing in this section applies to manufacturers, distributors, importers, or dealers
35.20 of any off-road or nonroad equipment, including without limitation farm and utility tractors;
35.21 farm implements; farm machinery; forestry equipment; industrial equipment; utility
35.22 equipment; construction equipment; compact construction equipment; road-building
35.23 equipment; electronic vehicle charging infrastructure equipment; mining equipment; turf,
35.24 yard, and garden equipment; outdoor power equipment; portable generators; marine,
35.25 all-terrain sports, and recreational vehicles, including without limitation racing vehicles;
35.26 stand-alone or integrated stationary or mobile internal combustion engines; generator sets
35.27 and fuel cell power; power tools; and any tools, technology, attachments, accessories,
35.28 components, and repair parts for any of the foregoing.

35.29 (d) Nothing in this section shall be construed to require any original equipment
35.30 manufacturer or authorized repair provider to make available any parts, tools, or
35.31 documentation required for the diagnosis, maintenance, or repair of a video game console
35.32 and its components and peripherals.

35.33 (e) Nothing in this section applies to an energy storage system, as defined in section
35.34 216B.2422, subdivision 1, paragraph (f).

36.1 (f) Nothing in this section requires an original equipment manufacturer to make available
36.2 parts, documentation, or tools related to cybersecurity.

36.3 Subd. 7. **Liability, defenses, and warranties.** No original equipment manufacturer or
36.4 authorized repair provider shall be liable for any damage or injury caused to any digital
36.5 electronic equipment, person, or property that occurs as a result of repair, diagnosis,
36.6 maintenance, or modification performed by an independent repair provider or owner,
36.7 including but not limited to any indirect, incidental, special, or consequential damages; any
36.8 loss of data, privacy, or profits; or an inability to use, or reduced functionality of, the digital
36.9 electronic equipment.

36.10 Subd. 8. **Applicability.** This section applies to equipment sold on or after July 1, 2017.

170.15 or contractor licensed under chapter 326B or with any individual or contractor who does
170.16 not possess the relevant license required for that work.

170.17 Subd. 6. **Exclusions.** (a) Nothing in this section applies to: (1) a motor vehicle
170.18 manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting in
170.19 that capacity; or (2) any product or service of a motor vehicle manufacturer, manufacturer
170.20 of motor vehicle equipment, or motor vehicle dealer acting in that capacity.

170.21 (b) Nothing in this section applies to manufacturers or distributors of a medical device
170.22 as defined in the Federal Food, Drug, and Cosmetic Act, United States Code, title 21, section
170.23 301 et seq., or a digital electronic product or software manufactured for use in a medical
170.24 setting including diagnostic, monitoring, or control equipment or any product or service
170.25 that the manufacturer or distributor of a medical device offers.

170.26 (c) Nothing in this section applies to manufacturers, distributors, importers, or dealers
170.27 of any off-road or nonroad equipment, including without limitation farm and utility tractors;
170.28 farm implements; farm machinery; forestry equipment; industrial equipment; utility
170.29 equipment; construction equipment; compact construction equipment; road-building
170.30 equipment; electronic vehicle charging infrastructure equipment; mining equipment; turf,
170.31 yard, and garden equipment; outdoor power equipment; portable generators; marine,
170.32 all-terrain sports, and recreational vehicles, including without limitation racing vehicles;
170.33 stand-alone or integrated stationary or mobile internal combustion engines; generator sets
171.1 and fuel cell power; power tools; and any tools, technology, attachments, accessories,
171.2 components, and repair parts for any of the foregoing.

171.3 (d) Nothing in this section shall be construed to require any original equipment
171.4 manufacturer or authorized repair provider to make available any parts, tools, or
171.5 documentation required for the diagnosis, maintenance, or repair of a video game console
171.6 and its components and peripherals.

171.7 (e) Nothing in this section applies to an energy storage system, as defined in section
171.8 216B.2422, subdivision 1, paragraph (f).

171.9 (f) Nothing in this section requires an original equipment manufacturer to make available
171.10 parts, documentation, or tools related to cybersecurity, except as necessary for the repair or
171.11 maintenance of equipment.

171.12 Subd. 7. **Liability, defenses, and warranties.** No original equipment manufacturer or
171.13 authorized repair provider shall be liable for any damage or injury caused to any digital
171.14 electronic equipment, person, or property that occurs as a result of repair, diagnosis,
171.15 maintenance, or modification performed by an independent repair provider or owner,
171.16 including but not limited to any indirect, incidental, special, or consequential damages; any
171.17 loss of data, privacy, or profits; or an inability to use, or reduced functionality of, the digital
171.18 electronic equipment.

171.19 Subd. 8. **Applicability.** This section applies to equipment sold on or after July 1, 2017.

36.11 EFFECTIVE DATE. This section is effective July 1, 2024.

36.12 Sec. 31. **[325E.80] ABNORMAL MARKET DISRUPTIONS; UNCONSCIONABLY**

36.13 **EXCESSIVE PRICES.**

36.14 Subdivision 1. **Definitions.** (a) For purposes of this section, the terms in this subdivision

36.15 have the meanings given.

36.16 (b) "Essential consumer good or service" means a good or service that is vital for the

36.17 health, safety, or welfare of the public, including without limitation: food; water; fuel;

36.18 gasoline; shelter; transportation; health care services; pharmaceuticals; and medical, personal

36.19 hygiene, sanitation, and cleaning supplies.

36.20 (c) "Seller" means a manufacturer, supplier, wholesaler, distributor, or retail seller of

36.21 goods and services.

36.22 (d) "Unconscionably excessive price" means a price that represents a gross disparity

36.23 compared to the seller's average price of an essential good or service, offered for sale or

36.24 sold in the usual course of business, in the 60-day period before an abnormal market

36.25 disruption is declared under subdivision 2. None of the following is an unconscionably

36.26 excessive price:

36.27 (1) a price that is substantially related to an increase in the cost of manufacturing,

36.28 obtaining, replacing, providing, or selling a good or service;

36.29 (2) a price that is no more than 25 percent above the seller's average price during the

36.30 60-day period before an abnormal market disruption is declared under subdivision 2;

36.31 (3) a price that is consistent with the fluctuations in applicable commodity markets or

36.32 seasonal fluctuations; or

37.1 (4) a contract price, or the results of a price formula, that was established before an

37.2 abnormal market disruption is declared under subdivision 2.

37.3 Subd. 2. **Abnormal market disruption.** (a) The governor may by executive order declare

37.4 an abnormal market disruption if there is a substantial and atypical change in the market

37.5 for an essential consumer good or service caused by an event that results in a declaration

37.6 of a state of emergency by the governor.

37.7 (b) The governor's abnormal market disruption declaration must state that the declaration

37.8 is activating this section and must specify the geographic area of Minnesota to which the

37.9 declaration applies.

37.10 (c) A declaration under this subdivision terminates 30 days after the date that the state

37.11 of emergency for which it was activated ends.

37.12 Subd. 3. **Notice.** Upon the implementation, renewal, limitation, or termination of an

37.13 abnormal market disruption declaration made under subdivision 2: (1) the governor must

37.14 immediately post notice on applicable government websites and provide notice to the media;

171.20 EFFECTIVE DATE. This section is effective July 1, 2024.

37.15 and (2) the commissioner of commerce must provide notice directly to sellers by any practical
37.16 means.

37.17 Subd. 4. **Prohibition.** If the governor declares an abnormal market disruption, a person
37.18 is prohibited from selling or offering to sell an essential consumer good or service for an
37.19 amount that represents an unconscionably excessive price during the period in which the
37.20 abnormal market disruption declaration is effective.

37.21 Subd. 5. **Civil penalty.** A person who is found to have violated this section is subject
37.22 to a civil penalty of not more than \$1,000 per sale or transaction, with a maximum penalty
37.23 of \$25,000 per day, in addition to any damages that may be owed under subdivision 7.

37.24 Subd. 6. **Enforcement authority.** The attorney general may investigate and bring an
37.25 action against a seller for an alleged violation of this section. If the attorney general
37.26 investigates a violation of this section, the attorney general must: (1) promptly notify the
37.27 seller that they are the subject of an investigation; and (2) notify the seller when the
37.28 investigation closes. A notice issued by the attorney general notifying the seller that an
37.29 investigation has closed is not a determination on the merits of an investigation.

37.30 Subd. 7. **Damages.** Any person, any governmental body, or the state of Minnesota or
37.31 any of its subdivisions or agencies, injured directly or indirectly by a violation of this section
37.32 may bring a civil action and may recover up to three times the actual damages sustained.
37.33 In any subsequent action arising from the same conduct, the court may take any steps
38.1 necessary to avoid duplicative recovery against a defendant. In any action brought by the
38.2 attorney general pursuant to this section, the court may award any of the remedies allowable
38.3 under this subdivision or otherwise permitted by law.

38.4 **EFFECTIVE DATE.** This section is effective the day following final enactment.

38.5 Sec. 32. Minnesota Statutes 2022, section 325F.662, subdivision 2, is amended to read:

38.6 Subd. 2. **Written warranty required.** (a) Every used motor vehicle sold by a dealer is
38.7 covered by an express warranty which the dealer shall provide to the consumer in writing.
38.8 At a minimum, the express warranty applies for the following terms:

38.9 (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in
38.10 effect for at least 60 days or 2,500 miles, whichever comes first;

38.11 (2) if the used motor vehicle has 36,000 miles or more, but less than 75,000 miles, the
38.12 warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first;
38.13 and

38.14 (3) unless the vehicle is sold by a new motor vehicle dealer, as defined in section 168.27,
38.15 subdivision 2, if the used motor vehicle has 75,000 miles or more, but less than 200,000
38.16 miles, the warranty must remain in effect for at least 15 days or 500 miles, whichever comes
38.17 first.

171.21 Sec. 16. Minnesota Statutes 2022, section 325F.662, subdivision 2, is amended to read:

171.22 Subd. 2. **Written warranty required.** (a) Every used motor vehicle sold by a dealer is
171.23 covered by an express warranty which the dealer shall provide to the consumer in writing.
171.24 At a minimum, the express warranty applies for the following terms:

171.25 (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in
171.26 effect for at least 60 days or 2,500 miles, whichever comes first;

171.27 (2) if the used motor vehicle has 36,000 miles or more, but less than 75,000 miles, the
171.28 warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first;
171.29 and

171.30 (3) unless the vehicle is sold by a new motor vehicle dealer, as defined in section 168.27,
171.31 subdivision 2, if the used motor vehicle has 75,000 miles or more, the warranty must remain
171.32 in effect for at least 15 days or 500 miles, whichever comes first.

38.18 (b) The express warranty must require the dealer, in the event of a malfunction, defect,
38.19 or failure in a covered part, to repair or replace the covered part, or at the dealer's election,
38.20 to accept return of the used motor vehicle from the consumer and provide a refund to the
38.21 consumer.

38.22 (c) For used motor vehicles with less than 36,000 miles, the dealer's express warranty
38.23 shall cover, at minimum, the following parts:

38.24 (1) with respect to the engine, all lubricated parts, intake manifolds, engine block, cylinder
38.25 head, rotary engine housings, and ring gear;

38.26 (2) with respect to the transmission, the automatic transmission case, internal parts, and
38.27 the torque converter; or, the manual transmission case, and the internal parts;

38.28 (3) with respect to the drive axle, the axle housings and internal parts, axle shafts, drive
38.29 shafts and output shafts, and universal joints; but excluding the secondary drive axle on
38.30 vehicles, other than passenger vans, mounted on a truck chassis;

38.31 (4) with respect to the brakes, the master cylinder, vacuum assist booster, wheel cylinders,
38.32 hydraulic lines and fittings, and disc brakes calipers;

39.1 (5) with respect to the steering, the steering gear housing and all internal parts, power
39.2 steering pump, valve body, piston, and rack;

39.3 (6) the water pump;

39.4 (7) the externally mounted mechanical fuel pump;

39.5 (8) the radiator;

39.6 (9) the alternator, generator, and starter.

39.7 (d) For used motor vehicles with 36,000 miles or more, ~~but less than 75,000~~ 200,000
39.8 miles, the dealer's express warranty shall cover, at minimum, the following parts:

39.9 (1) with respect to the engine, all lubricated parts, intake manifolds, engine block, cylinder
39.10 head, rotary engine housings, and ring gear;

39.11 (2) with respect to the transmission, the automatic transmission case, internal parts, and
39.12 the torque converter; or, the manual transmission case, and internal parts;

39.13 (3) with respect to the drive axle, the axle housings and internal parts, axle shafts, drive
39.14 shafts and output shafts, and universal joints; but excluding the secondary drive axle on
39.15 vehicles, other than passenger vans, mounted on a truck chassis;

39.16 (4) with respect to the brakes, the master cylinder, vacuum assist booster, wheel cylinders,
39.17 hydraulic lines and fittings, and disc brake calipers;

39.18 (5) with respect to the steering, the steering gear housing and all internal parts, power
39.19 steering pump, valve body, and piston;

172.1 (b) The express warranty must require the dealer, in the event of a malfunction, defect,
172.2 or failure in a covered part, to repair or replace the covered part, or at the dealer's election,
172.3 to accept return of the used motor vehicle from the consumer and provide a refund to the
172.4 consumer.

172.5 (c) For used motor vehicles with less than 36,000 miles, the dealer's express warranty
172.6 shall cover, at minimum, the following parts:

172.7 (1) with respect to the engine, all lubricated parts, intake manifolds, engine block, cylinder
172.8 head, rotary engine housings, and ring gear;

172.9 (2) with respect to the transmission, the automatic transmission case, internal parts, and
172.10 the torque converter; or, the manual transmission case, and the internal parts;

172.11 (3) with respect to the drive axle, the axle housings and internal parts, axle shafts, drive
172.12 shafts and output shafts, and universal joints; but excluding the secondary drive axle on
172.13 vehicles, other than passenger vans, mounted on a truck chassis;

172.14 (4) with respect to the brakes, the master cylinder, vacuum assist booster, wheel cylinders,
172.15 hydraulic lines and fittings, and disc brakes calipers;

172.16 (5) with respect to the steering, the steering gear housing and all internal parts, power
172.17 steering pump, valve body, piston, and rack;

172.18 (6) the water pump;

172.19 (7) the externally mounted mechanical fuel pump;

172.20 (8) the radiator;

172.21 (9) the alternator, generator, and starter.

172.22 (d) For used motor vehicles with 36,000 miles or more, ~~but less than 75,000 miles~~, the
172.23 dealer's express warranty shall cover, at minimum, the following parts:

172.24 (1) with respect to the engine, all lubricated parts, intake manifolds, engine block, cylinder
172.25 head, rotary engine housings, and ring gear;

172.26 (2) with respect to the transmission, the automatic transmission case, internal parts, and
172.27 the torque converter; or, the manual transmission case, and internal parts;

172.28 (3) with respect to the drive axle, the axle housings and internal parts, axle shafts, drive
172.29 shafts and output shafts, and universal joints; but excluding the secondary drive axle on
172.30 vehicles, other than passenger vans, mounted on a truck chassis;

173.1 (4) with respect to the brakes, the master cylinder, vacuum assist booster, wheel cylinders,
173.2 hydraulic lines and fittings, and disc brake calipers;

173.3 (5) with respect to the steering, the steering gear housing and all internal parts, power
173.4 steering pump, valve body, and piston;

39.20 (6) the water pump;

39.21 (7) the externally mounted mechanical fuel pump.

39.22 (e)(1) A dealer's obligations under the express warranty remain in effect notwithstanding
39.23 the fact that the warranty period has expired, if the consumer promptly notified the dealer
39.24 of the malfunction, defect, or failure in the covered part within the specified warranty period
39.25 and, within a reasonable time after notification, brings the vehicle or arranges with the dealer
39.26 to have the vehicle brought to the dealer for inspection and repair.

39.27 (2) If a dealer does not have a repair facility, the dealer shall designate where the vehicle
39.28 must be taken for inspection and repair.

39.29 (3) In the event the malfunction, defect, or failure in the covered part occurs at a location
39.30 which makes it impossible or unreasonable to return the vehicle to the selling dealer, the
40.1 consumer may have the repairs completed elsewhere with the consent of the selling dealer,
40.2 which consent may not be unreasonably withheld.

40.3 (4) Notwithstanding the provisions of this paragraph, a consumer may have nonwarranty
40.4 maintenance and nonwarranty repairs performed other than by the selling dealer and without
40.5 the selling dealer's consent.

40.6 (f) Nothing in this section diminishes the obligations of a manufacturer under an express
40.7 warranty issued by the manufacturer. The express warranties created by this section do not
40.8 require a dealer to repair or replace a covered part if the repair or replacement is covered
40.9 by a manufacturer's new car warranty, or the manufacturer otherwise agrees to repair or
40.10 replace the part.

40.11 (g) The express warranties created by this section do not cover defects or repair problems
40.12 which result from collision, abuse, negligence, or lack of adequate maintenance following
40.13 sale to the consumer.

40.14 (h) The terms of the express warranty, including the duration of the warranty and the
40.15 parts covered, must be fully, accurately, and conspicuously disclosed by the dealer on the
40.16 front of the Buyers Guide.

40.17 Sec. 33. Minnesota Statutes 2022, section 325F.662, subdivision 3, is amended to read:

40.18 Subd. 3. **Exclusions.** Notwithstanding the provisions of subdivision 2, a dealer is not
40.19 required to provide an express warranty for a used motor vehicle:

40.20 (1) except for a used motor vehicle described in subdivision 2, paragraph (a), clause (3),
40.21 sold for a total cash sale price of less than \$3,000, including the trade-in value of any vehicle
40.22 traded in by the consumer, but excluding tax, license fees, registration fees, and finance
40.23 charges;

40.24 (2) with an engine designed to use diesel fuel;

173.5 (6) the water pump;

173.6 (7) the externally mounted mechanical fuel pump.

173.7 (e)(1) A dealer's obligations under the express warranty remain in effect notwithstanding
173.8 the fact that the warranty period has expired, if the consumer promptly notified the dealer
173.9 of the malfunction, defect, or failure in the covered part within the specified warranty period
173.10 and, within a reasonable time after notification, brings the vehicle or arranges with the dealer
173.11 to have the vehicle brought to the dealer for inspection and repair.

173.12 (2) If a dealer does not have a repair facility, the dealer shall designate where the vehicle
173.13 must be taken for inspection and repair.

173.14 (3) In the event the malfunction, defect, or failure in the covered part occurs at a location
173.15 which makes it impossible or unreasonable to return the vehicle to the selling dealer, the
173.16 consumer may have the repairs completed elsewhere with the consent of the selling dealer,
173.17 which consent may not be unreasonably withheld.

173.18 (4) Notwithstanding the provisions of this paragraph, a consumer may have nonwarranty
173.19 maintenance and nonwarranty repairs performed other than by the selling dealer and without
173.20 the selling dealer's consent.

173.21 (f) Nothing in this section diminishes the obligations of a manufacturer under an express
173.22 warranty issued by the manufacturer. The express warranties created by this section do not
173.23 require a dealer to repair or replace a covered part if the repair or replacement is covered
173.24 by a manufacturer's new car warranty, or the manufacturer otherwise agrees to repair or
173.25 replace the part.

173.26 (g) The express warranties created by this section do not cover defects or repair problems
173.27 which result from collision, abuse, negligence, or lack of adequate maintenance following
173.28 sale to the consumer.

173.29 (h) The terms of the express warranty, including the duration of the warranty and the
173.30 parts covered, must be fully, accurately, and conspicuously disclosed by the dealer on the
173.31 front of the Buyers Guide.

174.1 Sec. 17. Minnesota Statutes 2022, section 325F.662, subdivision 3, is amended to read:

174.2 Subd. 3. **Exclusions.** Notwithstanding the provisions of subdivision 2, a dealer is not
174.3 required to provide an express warranty for a used motor vehicle:

174.4 (1) except for a used motor vehicle described in subdivision 2, paragraph (a), clause (3),
174.5 sold for a total cash sale price of less than \$3,000, including the trade-in value of any vehicle
174.6 traded in by the consumer, but excluding tax, license fees, registration fees, and finance
174.7 charges;

174.8 (2) with an engine designed to use diesel fuel;

40.25 (3) with a gross weight, as defined in section 168.002, subdivision 13, in excess of 9,000
40.26 pounds;
40.27 (4) that has been custom-built or modified for show or for racing;
40.28 (5) except for a used motor vehicle described in subdivision 2, paragraph (a), clause (3),
40.29 that is eight years of age or older, as calculated from the first day in January of the designated
40.30 model year of the vehicle;
40.31 (6) that has been produced by a manufacturer which has never manufactured more than
40.32 10,000 motor vehicles in any one year;
41.1 (7) that has 75,000 200,000 miles or more at time of sale;
41.2 (8) that has not been manufactured in compliance with applicable federal emission
41.3 standards in force at the time of manufacture as provided by the Clean Air Act, United
41.4 States Code, title 42, sections 7401 through 7642, and regulations adopted pursuant thereto,
41.5 and safety standards as provided by the National Traffic and Motor Safety Act, United
41.6 States Code, title 15, sections 1381 through 1431, and regulations adopted pursuant thereto;
41.7 or
41.8 (9) that has been issued a certificate of title that bears a "salvage" brand or stamp under
41.9 section 168A.151.

174.9 (3) with a gross weight, as defined in section 168.002, subdivision 13, in excess of 9,000
174.10 pounds;
174.11 (4) that has been custom-built or modified for show or for racing;
174.12 (5) except for a used motor vehicle described in subdivision 2, paragraph (a), clause (3),
174.13 that is eight years of age or older, as calculated from the first day in January of the designated
174.14 model year of the vehicle;
174.15 (6) that has been produced by a manufacturer which has never manufactured more than
174.16 10,000 motor vehicles in any one year;
174.17 (7) that has 75,000 miles or more at time of sale;
174.18 ~~(8)~~ (7) that has not been manufactured in compliance with applicable federal emission
174.19 standards in force at the time of manufacture as provided by the Clean Air Act, United
174.20 States Code, title 42, sections 7401 through to 7642, and regulations adopted pursuant
174.21 thereto, and safety standards as provided by the National Traffic and Motor Safety Act,
174.22 United States Code, title 15, sections 1381 through to 1431, and regulations adopted pursuant
174.23 thereto; or
174.24 ~~(9)~~ (8) that has been issued a certificate of title that bears a "salvage" brand or stamp
174.25 under section 168A.151.
174.26 Sec. 18. Minnesota Statutes 2022, section 325F.6641, subdivision 2, is amended to read:
174.27 Subd. 2. Disclosure requirements. (a) If a motor vehicle dealer licensed under section
174.28 168.27 offers a vehicle for sale in the course of a sales presentation to any prospective buyer
174.29 the dealer must provide a written disclosure; and an oral disclosure, except for sales
174.30 performed online, an oral disclosure of:
174.31 (1) prior vehicle damage as required under subdivision 1;
175.1 (2) the existence or requirement of any title brand under section 168A.05, subdivision
175.2 3, 168A.151, 325F.6642, or 325F.665, subdivision 14, if the dealer has actual knowledge
175.3 of the brand; and
175.4 (3) if a motor vehicle, which is part of a licensed motor vehicle dealer's inventory, has
175.5 been submerged or flooded above the bottom dashboard while parked on the dealer's lot.
175.6 (b) If a person receives a flood disclosure as described in paragraph (a), clause (3),
175.7 whether from a motor vehicle dealer or another seller, and subsequently offers that vehicle
175.8 for sale, the person must provide the same disclosure to any prospective subsequent buyer.
175.9 (c) Written disclosure under this subdivision must be signed by the buyer and maintained
175.10 in the motor vehicle dealer's sales file in the manner prescribed by the registrar of motor
175.11 vehicles.

41.10 Sec. 34. [325F.995] GENETIC INFORMATION PRIVACY ACT.
41.11 Subdivision 1. Definitions. (a) For purposes of this section, the following terms have
41.12 the meanings given them.

175.12 (d) The disclosure required in subdivision 1 must be made in substantially the following
175.13 form: "To the best of my knowledge, this vehicle has has not sustained damage in
175.14 excess of 80 percent actual cash value."
175.15 Sec. 19. Minnesota Statutes 2022, section 325F.69, subdivision 1, is amended to read:
175.16 Subdivision 1. **Fraud, misrepresentation, deceptive or unfair practices.** The act, use,
175.17 or employment by any person of any fraud, unfair or unconscionable practice, false pretense,
175.18 false promise, misrepresentation, misleading statement or deceptive practice, with the intent
175.19 that others rely thereon in connection with the sale of any merchandise, whether or not any
175.20 person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in
175.21 section 325F.70.
175.22 Sec. 20. Minnesota Statutes 2022, section 325F.69, is amended by adding a subdivision
175.23 to read:
175.24 Subd. 7. **Unfair or unconscionable acts or practices; standard of proof.** For purposes
175.25 of this section, an unfair method of competition or an unfair or unconscionable act or practice
175.26 is any method of competition, act, or practice that: (1) offends public policy as established
175.27 by the statutes, rules, or common law of Minnesota; (2) is unethical, oppressive, or
175.28 unscrupulous; or (3) is substantially injurious to consumers.
176.1 Sec. 21. Minnesota Statutes 2022, section 325F.70, is amended by adding a subdivision
176.2 to read:
176.3 Subd. 3. **Private enforcement.** (a) In addition to the remedies otherwise provided by
176.4 law, a consumer injured by a violation of sections 325F.68 to 325F.70 in connection with
176.5 a sale of merchandise for personal, family, household, or agricultural purposes may bring
176.6 a civil action and recover damages, together with costs and disbursements, including costs
176.7 of investigation and reasonable attorney fees, and receive other equitable relief as determined
176.8 by the court. An action brought under this section benefits the public.
176.9 (b) For the purposes of this subdivision:
176.10 (1) "consumer" means a natural person or family farmer;
176.11 (2) "family farmer" means a person or persons operating a family farm; and
176.12 (3) "family farm" has the meaning given in section 116B.02, subdivision 6.
176.13 **EFFECTIVE DATE.** This section is effective August 1, 2023, and applies to causes
176.14 of action commenced on or after that date.
176.15 Sec. 22. [325F.995] GENETIC INFORMATION PRIVACY ACT.
176.16 Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have
176.17 the meanings given.

41.13 (b) "Biological sample" means any material part of a human, discharge from a material
41.14 part of a human, or derivative from a material part of a human, including but not limited to
41.15 tissue, blood, urine, or saliva, that is known to contain deoxyribonucleic acid (DNA).

41.16 (c) "Consumer" means an individual who is a Minnesota resident.

41.17 (d) "Deidentified data" means data that cannot reasonably be used to infer information
41.18 about, or otherwise be linked to, an identifiable consumer and that is subject to:

41.19 (1) administrative and technical measures to ensure the data cannot be associated with
41.20 a particular consumer;

41.21 (2) public commitment by the company to (i) maintain and use data in deidentified form,
41.22 and (ii) not attempt to reidentify the data; and

41.23 (3) legally enforceable contractual obligations that prohibit any recipients of the data
41.24 from attempting to reidentify the data.

41.25 (e) "Direct-to-consumer genetic testing company" or "company" means an entity that:
41.26 (1) offers consumer genetic testing products or services directly to consumers; or (2) collects,
41.27 uses, or analyzes genetic data that was (i) collected via a direct-to-consumer genetic testing
41.28 product or service, and (ii) provided to the company by a consumer. Direct-to-consumer
41.29 genetic testing company does not include an entity that collects, uses, or analyzes genetic
41.30 data or biological samples only in the context of research, as defined in Code of Federal
41.31 Regulations, title 45, section 164.501, that is conducted in a manner that complies with the
41.32 federal policy for the protection of human research subjects under Code of Federal
42.1 Regulations, title 45, part 46; the Good Clinical Practice Guideline issued by the International
42.2 Council for Harmonisation; or the United States Food and Drug Administration Policy for
42.3 the Protection of Human Subjects under Code of Federal Regulations, title 21, parts 50 and
42.4 56.

42.5 (f) "Express consent" means a consumer's affirmative written response to a clear,
42.6 meaningful, and prominent written notice regarding the collection, use, or disclosure of
42.7 genetic data for a specific purpose.

42.8 (g) "Genetic data" means any data, regardless of the data's format, that concerns a
42.9 consumer's genetic characteristics. Genetic data includes but is not limited to:

42.10 (1) raw sequence data that results from sequencing a consumer's complete extracted
42.11 DNA or a portion of the extracted DNA;

42.12 (2) genotypic and phenotypic information that results from analyzing the raw sequence
42.13 data; and

176.18 (b) "Biological sample" means any material part of a human, discharge from a material
176.19 part of a human, or derivative from a material part of a human, including but not limited to
176.20 tissue, blood, urine, or saliva, that is known to contain deoxyribonucleic acid (DNA).

176.21 (c) "Consumer" means an individual who is a Minnesota resident.

176.22 (d) "Deidentified data" means data that cannot reasonably be used to infer information
176.23 about, or otherwise be linked to, an identifiable consumer and that is subject to:

176.24 (1) administrative and technical measures to ensure the data cannot be associated with
176.25 a particular consumer;

176.26 (2) public commitment by the company to (i) maintain and use data in deidentified form,
176.27 and (ii) not attempt to reidentify the data; and

176.28 (3) legally enforceable contractual obligations that prohibit any recipients of the data
176.29 from attempting to reidentify the data.

176.30 (e) "Direct-to-consumer genetic testing company" or "company" means an entity that:
176.31 (1) offers consumer genetic testing products or services directly to consumers; or (2) collects,
177.1 uses, or analyzes genetic data that was (i) collected via a direct-to-consumer genetic testing
177.2 product or service, and (ii) provided to the company by a consumer. Direct-to-consumer
177.3 genetic testing company does not include an entity that collects, uses, or analyzes genetic
177.4 data or biological samples only in the context of research, as defined in Code of Federal
177.5 Regulations, title 45, section 164.501, that is conducted in a manner that complies with the
177.6 federal policy for the protection of human research subjects under Code of Federal
177.7 Regulations, title 45, part 46; the Good Clinical Practice Guideline issued by the International
177.8 Council for Harmonisation; or the United States Food and Drug Administration Policy for
177.9 the Protection of Human Subjects under Code of Federal Regulations, title 21, parts 50 and
177.10 56.

177.11 (f) "Express consent" means a consumer's affirmative written response to a clear,
177.12 meaningful, and prominent written notice regarding the collection, use, or disclosure of
177.13 genetic data for a specific purpose. Written notices and responses may be presented and
177.14 captured electronically.

177.15 (g) "Genetic data" means any data, regardless of the data's format, that concerns a
177.16 consumer's genetic characteristics. Genetic data includes but is not limited to:

177.17 (1) raw sequence data that results from sequencing a consumer's complete extracted
177.18 DNA or a portion of the extracted DNA;

177.19 (2) genotypic and phenotypic information that results from analyzing the raw sequence
177.20 data; and

42.14 (3) self-reported health information that a consumer submits to a company regarding
42.15 the consumer's health conditions and that is (i) used for scientific research or product
42.16 development, and (ii) analyzed in connection with the consumer's raw sequence data.
42.17 Genetic data does not include deidentified data.
42.18 (h) "Genetic testing" means any laboratory test of a consumer's complete DNA, regions
42.19 of a consumer's DNA, chromosomes, genes, or gene products to determine the presence of
42.20 genetic characteristics.
42.21 (i) "Person" means an individual, partnership, corporation, association, business, business
42.22 trust sole proprietorship, other entity, or representative of an organization.
42.23 (j) "Service provider" means a person that is involved in the collection, transportation,
42.24 analysis of, or any other service in connection with, a consumer's biological sample, extracted
42.25 genetic material, or genetic data on behalf of the direct-to-consumer genetic testing company,
42.26 or on behalf of any other person that collects, uses, maintains, or discloses biological samples,
42.27 extracted genetic material, or genetic data collected or derived from a direct-to-consumer
42.28 genetic testing product or service, or is directly provided by a consumer, or the delivery of
42.29 the results of the analysis of the biological sample, extracted genetic material, or genetic
42.30 data.
42.31 Subd. 2. **Disclosure and consent requirements.** (a) To safeguard the privacy,
42.32 confidentiality, security, and integrity of a consumer's genetic data, a direct-to-consumer
42.33 genetic testing company must:
43.1 (1) provide clear and complete information regarding the company's policies and
43.2 procedures governing the collection, use, maintenance, and disclosure of genetic data by
43.3 making available to a consumer:
43.4 (i) a high-level privacy policy overview that includes basic, essential information about
43.5 the company's collection, use, or disclosure of genetic data; and
43.6 (ii) a prominent, publicly available privacy notice that includes at a minimum information
43.7 about the company's data collection, consent, use, access, disclosure, maintenance, transfer,
43.8 security, retention, and deletion practices;
43.9 (2) obtain a consumer's express consent to collect, use, and disclose the consumer's
43.10 genetic data, including at a minimum:
43.11 (i) initial express consent that clearly (A) describes the uses of the genetic data collected
43.12 through the genetic testing product service, and (B) specifies who has access to the test
43.13 results and how the genetic data may be shared;

177.21 (3) self-reported health information that a consumer submits to a company regarding
177.22 the consumer's health conditions and that is (i) used for scientific research or product
177.23 development, and (ii) analyzed in connection with the consumer's raw sequence data.
177.24 Genetic data does not include deidentified data.
177.25 (h) "Genetic testing" means any laboratory test of a consumer's complete DNA, regions
177.26 of a consumer's DNA, chromosomes, genes, or gene products to determine the presence of
177.27 genetic characteristics.
177.28 (i) "Person" means an individual, partnership, corporation, association, business, business
177.29 trust, sole proprietorship, other entity, or representative of an organization.
177.30 (j) "Service provider" means a person that is involved in the collection, transportation,
177.31 analysis of, or any other service in connection with a consumer's biological sample, extracted
177.32 genetic material, or genetic data on behalf of the direct-to-consumer genetic testing company,
177.33 or on behalf of any other person that collects, uses, maintains, or discloses biological samples,
178.1 extracted genetic material, or genetic data collected or derived from a direct-to-consumer
178.2 genetic testing product or service, or is directly provided by a consumer, or the delivery of
178.3 the results of the analysis of the biological sample, extracted genetic material, or genetic
178.4 data.
178.5 Subd. 2. **Disclosure and consent requirements.** (a) To safeguard the privacy,
178.6 confidentiality, security, and integrity of a consumer's genetic data, a direct-to-consumer
178.7 genetic testing company must:
178.8 (1) provide easily accessible, clear, and complete information regarding the company's
178.9 policies and procedures governing the collection, use, maintenance, and disclosure of genetic
178.10 data by making available to a consumer all of the following written in plain language:
178.11 (i) a high-level privacy policy overview that includes basic, essential information about
178.12 the company's collection, use, or disclosure of genetic data;
178.13 (ii) a prominent, publicly available privacy notice that includes at a minimum information
178.14 about the company's data collection, consent, use, access, disclosure, maintenance, transfer,
178.15 security, retention, and deletion practices of genetic data; and
178.16 (iii) information that clearly describes how to file a complaint alleging a violation of
178.17 this section, pursuant to section 45.027;
178.18 (2) obtain a consumer's express consent to collect, use, and disclose the consumer's
178.19 genetic data, including at a minimum:
178.20 (i) initial express consent that clearly (A) describes the uses of the genetic data collected
178.21 through the genetic testing product service, and (B) specifies who has access to the test
178.22 results and how the genetic data may be shared;

43.14 (ii) separate express consent to (A) transfer or disclose the consumer's genetic data to
43.15 any person other than the company's vendors and service providers, or (B) use genetic data
43.16 beyond the primary purpose of the genetic testing product or service and inherent contextual
43.17 uses;

43.18 (iii) separate express consent to retain any biological sample provided by the consumer
43.19 following completion of the initial testing service requested by the consumer;

43.20 (iv) informed consent in compliance with federal policy for the protection of human
43.21 research subjects under Code of Federal Regulations, title 45, part 46, to transfer or disclose
43.22 the consumer's genetic data to a third-party person for research purposes or research
43.23 conducted under the control of the company for publication or generalizable knowledge
43.24 purposes; and

43.25 (v) express consent for marketing by (A) the direct-to-consumer genetic testing company
43.26 to a consumer based on the consumer's genetic data, or (B) a third party to a consumer based
43.27 on the consumer having ordered or purchased a genetic testing product or service. For
43.28 purposes of this clause, "marketing" does not include customized content or offers provided
43.29 on the websites or through the applications or services provided by the direct-to-consumer
43.30 genetic testing company with the first-party relationship to the customer;

43.31 (3) not disclose genetic data to law enforcement or any other governmental agency
43.32 without a consumer's express written consent unless the disclosure is made pursuant to a
43.33 valid search warrant or court order;

44.1 (4) develop, implement, and maintain a comprehensive security program to protect a
44.2 consumer's genetic data against unauthorized access, use, or disclosure; and

44.3 (5) provide a process for a consumer to:

44.4 (i) access the consumer's genetic data;

44.5 (ii) delete the consumer's account and genetic data; and

44.6 (iii) request and obtain the destruction of the consumer's biological sample.

44.7 (b) Notwithstanding any other provisions in this section, a direct-to-consumer genetic
44.8 testing company is prohibited from disclosing a consumer's genetic data without the
44.9 consumer's ~~express~~ consent to: (1) any entity offering health insurance, life insurance, or
44.10 long-term care insurance; or (2) any employer of the consumer. Any consent under this
44.11 paragraph must clearly identify the recipient of the consumer's genetic data proposed to be
44.12 disclosed.

178.23 (ii) separate express consent, which must include the name of the person receiving the
178.24 information, for each transfer or disclosure of the consumer's genetic data or biological
178.25 sample to any person other than the company's vendors and service providers;

178.26 (iii) separate express consent for each use of genetic data or the biological sample that
178.27 is beyond the primary purpose of the genetic testing product or service and inherent
178.28 contextual uses;

178.29 (iv) separate express consent to retain any biological sample provided by the consumer
178.30 following completion of the initial testing service requested by the consumer;

178.31 (v) informed consent in compliance with federal policy for the protection of human
178.32 research subjects under Code of Federal Regulations, title 45, part 46, to transfer or disclose
179.1 the consumer's genetic data to a third-party person for research purposes or research
179.2 conducted under the control of the company for publication or generalizable knowledge
179.3 purposes; and

179.4 (vi) express consent for marketing by (A) the direct-to-consumer genetic testing company
179.5 to a consumer based on the consumer's genetic data, or (B) a third party to a consumer based
179.6 on the consumer having ordered or purchased a genetic testing product or service. For
179.7 purposes of this clause, "marketing" does not include customized content or offers provided
179.8 on the websites or through the applications or services provided by the direct-to-consumer
179.9 genetic testing company with the first-party relationship to the customer;

179.10 (3) not disclose genetic data to law enforcement or any other governmental agency
179.11 without a consumer's express written consent, unless the disclosure is made pursuant to a
179.12 valid search warrant or court order;

179.13 (4) develop, implement, and maintain a comprehensive security program and measures
179.14 to protect a consumer's genetic data against unauthorized access, use, or disclosure; and

179.15 (5) provide a process for a consumer to:

179.16 (i) access the consumer's genetic data;

179.17 (ii) delete the consumer's account and genetic data; and

179.18 (iii) request and obtain the destruction of the consumer's biological sample.

179.19 (b) Notwithstanding any other provisions in this section, a direct-to-consumer genetic
179.20 testing company is prohibited from disclosing a consumer's genetic data without the
179.21 consumer's ~~written~~ consent to: (1) any entity offering health insurance, life ~~insurance,~~
179.22 disability insurance, or long-term care insurance; or (2) any employer of the consumer. Any
179.23 consent under this paragraph must clearly identify the recipient of the consumer's genetic
179.24 data proposed to be disclosed.

44.13 (c) A company that is subject to the requirements described in paragraph (a), clause (2),
44.14 shall provide effective mechanisms, without any unnecessary steps, for a consumer to revoke
44.15 any consent of the consumer or all of the consumer's consents after a consent is given,
44.16 including at least one mechanism which utilizes the primary medium through which the
44.17 company communicates to the consumer. If a consumer revokes a consent provided pursuant
44.18 to paragraph (a), clause (2), the company shall honor the consumer's consent revocation as
44.19 soon as practicable, but not later than 30 days after the consumer revokes consent. The
44.20 company shall destroy a consumer's biological sample within 30 days of receipt of revocation
44.21 of consent to store the sample.

44.22 (d) A direct-to-consumer genetic testing company must provide a clear and complete
44.23 notice to a consumer that the consumer's deidentified data may be shared with or disclosed
44.24 to third parties for research purposes in accordance with Code of Federal Regulations, title
44.25 45, part 46.

44.26 Subd. 3. **Service provider agreements.** (a) A contract between the company and a
44.27 service provider must prohibit the service provider from retaining, using, or disclosing any
44.28 biological sample, extracted genetic material, genetic data, or any information regarding
44.29 the identity of the consumer, including whether that consumer has solicited or received
44.30 genetic testing, as applicable, for any purpose other than for the specific purpose of
44.31 performing the services specified in the service contract. The mandatory prohibition set
44.32 forth in this subdivision requires a service contract to include, at minimum, the following
44.33 provisions:

45.1 (1) a provision prohibiting the service provider from retaining, using, or disclosing the
45.2 biological sample, extracted genetic material, genetic data, or any information regarding
45.3 the identity of the consumer, including whether that consumer has solicited or received
45.4 genetic testing, as applicable, for any purpose other than providing the services specified
45.5 in the service contract; and

45.6 (2) a provision prohibiting the service provider from associating or combining the
45.7 biological sample, extracted genetic material, genetic data, or any information regarding
45.8 the identity of the consumer, including whether that consumer has solicited or received
45.9 genetic testing, as applicable, with information the service provider has received from or
45.10 on behalf of another person or persons, or has collected from its own interaction with
45.11 consumers or as required by law.

45.12 (b) A service provider subject to this subdivision is subject to the same confidentiality
45.13 obligations as a direct-to-consumer genetic testing company with respect to all biological
45.14 samples, extracted genetic materials, and genetic material, or any information regarding the
45.15 identity of any consumer in the service provider's possession.

45.16 Subd. 4. **Enforcement.** The commissioner of commerce may enforce this section under
45.17 section 45.027.

179.25 (c) A company that is subject to the requirements described in paragraph (a), clause (2),
179.26 shall provide effective mechanisms, without any unnecessary steps, for a consumer to revoke
179.27 any consent of the consumer or all of the consumer's consents after a consent is given,
179.28 including at least one mechanism which utilizes the primary medium through which the
179.29 company communicates to the consumer. If a consumer revokes consent provided pursuant
179.30 to paragraph (a), clause (2), the company shall honor the consumer's consent revocation as
179.31 soon as practicable, but not later than 30 days after the consumer revokes consent. The
179.32 company shall destroy a consumer's biological sample within 30 days of receipt of revocation
179.33 of consent to store the sample.

180.1 (d) A direct-to-consumer genetic testing company must provide a clear and complete
180.2 notice to a consumer that the consumer's deidentified data may be shared with or disclosed
180.3 to third parties for research purposes in accordance with Code of Federal Regulations, title
180.4 45, part 46.

180.5 Subd. 3. **Service provider agreements.** (a) A contract between the company and a
180.6 service provider must prohibit the service provider from retaining, using, or disclosing any
180.7 biological sample, extracted genetic material, genetic data, or information regarding the
180.8 identity of the consumer, including whether that consumer has solicited or received genetic
180.9 testing, as applicable, for any purpose other than for the specific purpose of performing the
180.10 services specified in the service contract. The mandatory prohibition set forth in this
180.11 subdivision requires a service contract to include, at minimum, the following provisions:

180.12 (1) a provision prohibiting the service provider from retaining, using, or disclosing the
180.13 biological sample, extracted genetic material, genetic data, or any information regarding
180.14 the identity of the consumer, including whether the consumer has solicited or received
180.15 genetic testing, as applicable, for any purpose other than providing the services specified
180.16 in the service contract; and

180.17 (2) a provision prohibiting the service provider from associating or combining the
180.18 biological sample, extracted genetic material, genetic data, or any information regarding
180.19 the identity of the consumer, including whether that consumer has solicited or received
180.20 genetic testing, as applicable, with information the service provider has received from or
180.21 on behalf of another person or persons, or has collected from the service provider's own
180.22 interaction with consumers or as required by law.

180.23 (b) A service provider subject to this subdivision is subject to the same confidentiality
180.24 obligations as a direct-to-consumer genetic testing company with respect to all biological
180.25 samples, extracted genetic materials, and genetic material, or any information regarding the
180.26 identity of any consumer in the service provider's possession.

180.27 Subd. 4. **Enforcement.** The commissioner of commerce may enforce this section under
180.28 section 45.027.

45.18 Subd. 5. **Limitations.** This section does not apply to:

45.19 (1) protected health information that is collected by a covered entity or business associate,

45.20 as those terms are defined in Code of Federal Regulations, title 45, parts 160 and 164;

45.21 (2) a public or private institution of higher education; or

45.22 (3) an entity owned or operated by a public or private institution of higher education.

45.23 Subd. 6. **Construction.** This section does not supersede the requirements and rights

45.24 described in section 13.386 or the remedies available under chapter 13 for violations of

45.25 section 13.386.

45.26 Sec. 35. Minnesota Statutes 2022, section 325G.051, subdivision 1, is amended to read:

45.27 Subdivision 1. **Limitation; prohibition.** (a) A seller or lessor of goods or services doing

45.28 business in Minnesota may impose a surcharge on transactions in Minnesota with a purchaser

45.29 customer who elects to use a credit or charge card in lieu of payment by cash, check, or

45.30 similar means, provided:

46.1 (1) if the sale or lease of goods or services is processed in person, the seller or lessor

46.2 informs the purchaser customer of the surcharge both orally at the time of sale and by a sign

46.3 conspicuously posted on the seller's or lessor's premises;

46.4 (2) if the sale or lease of goods or services is processed through a website or mobile

46.5 device, the seller or lessor informs the customer of the surcharge by conspicuously posting

46.6 a surcharge notice during the sale, at the point of sale, on the customer order summary, or

46.7 on the checkout page of the website;

46.8 (3) if the sale or lease of services is processed over the phone, the seller or lessor informs

46.9 the customer of the surcharge orally; and (2)

46.10 (4) the surcharge does not exceed five percent of the purchase price.

46.11 (b) A seller or lessor of goods or services that establishes and is responsible for ~~its~~ the

46.12 seller or lessor's own customer credit or charge card may not impose a surcharge on a

46.13 purchaser customer who elects to use that credit or charge card in lieu of payment by cash,

46.14 check, or similar means.

46.15 (c) For purposes of this section "surcharge" means a fee or charge imposed by a seller

46.16 or lessor upon a buyer customer that increases the price of goods or services to the buyer

46.17 customer because the buyer customer uses a credit or charge card to purchase or lease the

46.18 goods or services. The term does not include a discount offered by a seller or lessor to a

46.19 buyer customer who makes payment for goods or services by cash, check, or similar means

46.20 not involving a credit or charge card if the discount is offered to all prospective buyers

46.21 customers and its availability is clearly and conspicuously disclosed to all prospective buyers

46.22 customers.

180.29 Subd. 5. **Limitations.** This section does not apply to:

180.30 (1) protected health information that is collected by a covered entity or business associate,

180.31 as those terms are defined in Code of Federal Regulations, title 45, parts 160 and 164;

180.32 (2) a public or private institution of higher education; or

180.33 (3) an entity owned or operated by a public or private institution of higher education.

181.1 Subd. 6. **Construction.** This section does not supersede the requirements and rights

181.2 described in section 13.386 or the remedies available under chapter 13 for violations of

181.3 section 13.386.

181.4 Sec. 23. Minnesota Statutes 2022, section 325G.051, subdivision 1, is amended to read:

181.5 Subdivision 1. **Limitation; prohibition.** (a) A seller or lessor of goods or services doing

181.6 business in Minnesota may impose a surcharge on transactions in Minnesota with a purchaser

181.7 customer who elects to use a credit or charge card in lieu of payment by cash, check, or

181.8 similar means, provided:

181.9 (1) if the sale or lease of goods or services is processed in person, the seller or lessor

181.10 informs the purchaser customer of the surcharge both orally at the time of sale and by a sign

181.11 conspicuously posted on the seller's or lessor's premises;

181.12 (2) if the sale or lease of goods or services is processed through a website or mobile

181.13 device, the seller or lessor informs the customer of the surcharge by conspicuously posting

181.14 a surcharge notice during the sale, at the point of sale, on the customer order summary, or

181.15 on the checkout page of the website;

181.16 (3) if the sale or lease of services is processed over the telephone, the seller or lessor

181.17 informs the customer of the surcharge orally; and

181.18 ~~(2)~~ (4) the surcharge does not exceed five percent of the purchase price.

181.19 (b) A seller or lessor of goods or services that establishes and is responsible for ~~its~~ the

181.20 seller or lessor's own customer credit or charge card may not impose a surcharge on a

181.21 purchaser customer who elects to use that credit or charge card in lieu of payment by cash,

181.22 check, or similar means.

181.23 (c) For purposes of this section "surcharge" means a fee or charge imposed by a seller

181.24 or lessor upon a buyer customer that increases the price of goods or services to the buyer

181.25 customer because the buyer customer uses a credit or charge card to purchase or lease the

181.26 goods or services. The term does not include a discount offered by a seller or lessor to a

181.27 buyer customer who makes payment for goods or services by cash, check, or similar means

181.28 not involving a credit or charge card if the discount is offered to all prospective buyers

181.29 customers and its availability is clearly and conspicuously disclosed to all prospective buyers

181.30 customers.

46.23 (d) This subdivision applies to an agent of a seller or lessor.

181.31 (d) This subdivision applies to an agent of a seller or lessor.

182.1 Sec. 24. [3250.01] CITATION; CONSTRUCTION.

182.2 Subdivision 1. Citation. This chapter may be cited as the "Minnesota Age-Appropriate
182.3 Design Code Act."

182.4 Subd. 2. Construction. (a) A business that develops and provides online services,
182.5 products, or features that children are likely to access must consider the best interests of
182.6 children when designing, developing, and providing that online service, product, or feature.

182.7 (b) If a conflict arises between commercial interests of a business and the best interests
182.8 of children likely to access an online product, service, or feature, the business must prioritize
182.9 the privacy, safety, and well-being of children over the business's commercial interests.

182.10 Sec. 25. [3250.02] DEFINITIONS.

182.11 (a) For purposes of this chapter, the following terms have the meanings given.

182.12 (b) "Affiliate" means a legal entity that controls, is controlled by, or is under common
182.13 control with that other legal entity. For these purposes, "control" or "controlled" means:
182.14 ownership of or the power to vote more than 50 percent of the outstanding shares of any
182.15 class of voting security of a company; control in any manner over the election of a majority
182.16 of the directors or of individuals exercising similar functions; or the power to exercise a
182.17 controlling influence over the management of a company.

182.18 (c) "Business" means:

182.19 (1) a sole proprietorship, partnership, limited liability company, corporation, association,
182.20 or other legal entity that is organized or operated for the profit or financial benefit of its
182.21 shareholders or other owners; and

182.22 (2) an affiliate of a business that shares common branding with the business. For purposes
182.23 of this clause, "common branding" means a shared name, servicemark, or trademark that
182.24 the average consumer would understand that two or more entities are commonly owned.

182.25 For purposes of this chapter, for a joint venture or partnership composed of businesses in
182.26 which each business has at least a 40 percent interest, the joint venture or partnership and
182.27 each business that composes the joint venture or partnership shall separately be considered
182.28 a single business, except that personal data in the possession of each business and disclosed
182.29 to the joint venture or partnership must not be shared with the other business.

182.30 (d) "Child" means a consumer who is under 18 years of age.

183.1 (e) "Collect" means buying, renting, gathering, obtaining, receiving, or accessing any
183.2 personal data pertaining to a consumer by any means. This includes receiving data from the
183.3 consumer, either actively or passively, or by observing the consumer's behavior.

- 183.4 (f) "Consumer" means a natural person who is a Minnesota resident, however identified,
183.5 including by any unique identifier.
- 183.6 (g) "Dark pattern" means a user interface designed or manipulated with the substantial
183.7 effect of subverting or impairing user autonomy, decision making, or choice.
- 183.8 (h) "Data protection impact assessment" means a systematic survey to assess and mitigate
183.9 risks to children who are reasonably likely to access the online service, product, or feature
183.10 that arise from the data management practices of the business.
- 183.11 (i) "Default" means a preselected option adopted by the business for the online service,
183.12 product, or feature.
- 183.13 (j) "Deidentified" means data that cannot reasonably be used to infer information about,
183.14 or otherwise be linked to, an identified or identifiable natural person, or a device linked to
183.15 such person, provided that the business that possesses the data:
- 183.16 (1) takes reasonable measures to ensure that the data cannot be associated with a natural
183.17 person;
- 183.18 (2) publicly commits to maintain and use the data only in a deidentified fashion and not
183.19 attempt to reidentify the data; and
- 183.20 (3) contractually obligates any recipients of the data to comply with all provisions of
183.21 this paragraph.
- 183.22 (k) "Likely to be accessed by children" means an online service, product, or feature that
183.23 it is reasonable to expect would be accessed by children based on any of the following
183.24 indicators:
- 183.25 (1) the online service, product, or feature is directed to children, as defined by the
183.26 Children's Online Privacy Protection Act, United States Code, title 15, section 6501 et seq.;
- 183.27 (2) the online service, product, or feature is determined, based on competent and reliable
183.28 evidence regarding audience composition, to be routinely accessed by a significant number
183.29 of children;
- 183.30 (3) the online service, product, or feature contains advertisements marketed to children;
- 183.31 (4) the online service, product, or feature is substantially similar or the same as an online
183.32 service, product, or feature subject to clause (2);
- 184.1 (5) the online service, product, or feature has design elements that are known to be of
184.2 interest to children, including but not limited to games, cartoons, music, and celebrities who
184.3 appeal to children; or
- 184.4 (6) a significant amount of the audience of the online service, product, or feature is
184.5 determined, based on internal company research, to be children.

- 184.6 (l) "Online service, product, or feature" does not mean any of the following:
- 184.7 (1) telecommunications service, as defined in United States Code, title 47, section 153;
- 184.8 (2) broadband service, as defined in section 116J.39, subdivision 1; or
- 184.9 (3) the sale, delivery, or use of a physical product.
- 184.10 (m) "Personal data" means any information that is linked or reasonably linkable to an
- 184.11 identified or identifiable natural person. Personal data does not include deidentified data or
- 184.12 publicly available information. For purposes of this paragraph, "publicly available
- 184.13 information" means information that (1) is lawfully made available from federal, state, or
- 184.14 local government records or widely distributed media, and (2) a controller has a reasonable
- 184.15 basis to believe a consumer has lawfully made available to the general public.
- 184.16 (n) "Precise geolocation" means any data that is derived from a device and that is used
- 184.17 or intended to be used to locate a consumer within a geographic area that is equal to or less
- 184.18 than the area of a circle with a radius of 1,850 feet, except as prescribed by regulations.
- 184.19 (o) "Process" or "processing" means any operation or set of operations that are performed
- 184.20 on personal data or on sets of personal data, whether or not by automated means, such as
- 184.21 the collection, use, storage, disclosure, analysis, deletion, or modification of personal data.
- 184.22 (p) "Profiling" means any form of automated processing of personal data to evaluate,
- 184.23 analyze, or predict personal aspects concerning an identified or identifiable natural person's
- 184.24 economic situation, health, personal preferences, interests, reliability, behavior, location,
- 184.25 or movements.
- 184.26 (q) "Sale," "sell," or "sold" means the exchange of personal data for monetary or other
- 184.27 valuable consideration by a business to a third party. Sale does not include the following:
- 184.28 (1) the disclosure of personal data to a third party who processes the personal data on
- 184.29 behalf of the business;
- 184.30 (2) the disclosure of personal data to a third party with whom the consumer has a direct
- 184.31 relationship for purposes of providing a product or service requested by the consumer;
- 184.32 (3) the disclosure or transfer of personal data to an affiliate of the business;
- 185.1 (4) the disclosure of data that the consumer intentionally made available to the general
- 185.2 public via a channel of mass media and did not restrict to a specific audience; or
- 185.3 (5) the disclosure or transfer of personal data to a third party as an asset that is part of a
- 185.4 completed or proposed merger, acquisition, bankruptcy, or other transaction in which the
- 185.5 third party assumes control of all or part of the business's assets.
- 185.6 (r) "Share" means sharing, renting, releasing, disclosing, disseminating, making available,
- 185.7 transferring, or otherwise communicating orally, in writing, or by electronic or other means
- 185.8 a consumer's personal data by the business to a third party for cross-context behavioral

185.9 advertising, whether or not for monetary or other valuable consideration, including
185.10 transactions between a business and a third party for cross-context behavioral advertising
185.11 for the benefit of a business in which no money is exchanged.

185.12 (s) "Third party" means a natural or legal person, public authority, agency, or body other
185.13 than the consumer or the business.

185.14 Sec. 26. **[3250.03] SCOPE; EXCLUSIONS.**

185.15 (a) A business is subject to this chapter if the business:

185.16 (1) collects consumers' personal data or has consumers' personal data collected on the
185.17 business's behalf by a third party;

185.18 (2) alone or jointly with others, determines the purposes and means of the processing
185.19 of consumers' personal data;

185.20 (3) does business in Minnesota; and

185.21 (4) satisfies one or more of the following thresholds:

185.22 (i) has annual gross revenues in excess of \$25,000,000, as adjusted every odd-numbered
185.23 year to reflect the Consumer Price Index;

185.24 (ii) alone or in combination, annually buys, receives for the business's commercial
185.25 purposes, sells, or shares for commercial purposes, alone or in combination, the personal
185.26 data of 50,000 or more consumers, households, or devices; or

185.27 (iii) derives 50 percent or more of its annual revenues from selling consumers' personal
185.28 data.

185.29 (b) This chapter does not apply to:

185.30 (1) protected health information that is collected by a covered entity or business associate
185.31 governed by the privacy, security, and breach notification rules issued by the United States
186.1 Department of Health and Human Services, Code of Federal Regulations, title 45, parts 160
186.2 and 164, established pursuant to the Health Insurance Portability and Accountability Act
186.3 of 1996, Public Law 104-191, and the Health Information Technology for Economic and
186.4 Clinical Health Act, Public Law 111-5;

186.5 (2) a covered entity governed by the privacy, security, and breach notification rules
186.6 issued by the United States Department of Health and Human Services, Code of Federal
186.7 Regulations, title 45, parts 160 and 164, established pursuant to the Health Insurance
186.8 Portability and Accountability Act of 1996, Public Law 104-191, to the extent the provider
186.9 or covered entity maintains patient information in the same manner as medical information
186.10 or protected health information as described in clause (1); or

186.11 (3) information collected as part of a clinical trial subject to the federal policy for the
186.12 protection of human subjects, also known as the common rule, pursuant to good clinical

186.13 practice guidelines issued by the International Council for Harmonisation or pursuant to
186.14 human subject protection requirements of the United States Food and Drug Administration.

186.15 Sec. 27. **[3250.04] BUSINESS OBLIGATIONS.**

186.16 Subdivision 1. **Requirements for businesses.** A business that provides an online service,
186.17 product, or feature likely to be accessed by children must:

186.18 (1) before any new online services, products, or features are offered to the public,
186.19 complete a data protection impact assessment for any online service, product, or feature
186.20 likely to be accessed by children and maintain documentation of this assessment as long as
186.21 the online service, product, or feature is likely to be accessed by children;

186.22 (2) biennially review all data protection impact assessments;

186.23 (3) document any risk of material detriment to children that arises from the data
186.24 management practices of the business identified in the data protection impact assessment
186.25 required by clause (1) and create a timed plan to mitigate or eliminate the risk before the
186.26 online service, product, or feature is accessed by children;

186.27 (4) within three business days of a written request by the attorney general, provide to
186.28 the attorney general a list of all data protection impact assessments the business has
186.29 completed;

186.30 (5) within five business days of a written request by the attorney general, provide the
186.31 attorney general with a copy of any data protection impact assessment;

187.1 (6) estimate the age of child users with a reasonable level of certainty appropriate to the
187.2 risks that arise from the data management practices of the business or apply the privacy and
187.3 data protections afforded to children to all consumers;

187.4 (7) configure all default privacy settings provided to children by the online service,
187.5 product, or feature to settings that offer a high level of privacy, unless the business can
187.6 demonstrate a compelling reason that a different setting is in the best interests of children;

187.7 (8) provide any privacy information, terms of service, policies, and community standards
187.8 concisely, prominently, and using clear language suited to the age of children likely to
187.9 access that online service, product, or feature;

187.10 (9) if the online service, product, or feature allows a child's parent, guardian, or any
187.11 other consumer to monitor the child's online activity or track the child's location, provide
187.12 an obvious signal to the child when the child is being monitored or tracked;

187.13 (10) enforce published terms, policies, and community standards established by the
187.14 business, including but not limited to privacy policies and those concerning children; and

187.15 (11) provide prominent, accessible, and responsive tools to help children, or if applicable
187.16 their parents or guardians, exercise their privacy rights and report concerns.

187.17 Subd. 2. **Data protection impact assessments; requirements.** (a) A data protection
187.18 impact assessment required by this section must:

187.19 (1) identify the purpose of the online service, product, or feature; how it uses children's
187.20 personal data; and the risks of material detriment to children that arise from the data
187.21 management practices of the business; and

187.22 (2) address, to the extent applicable:

187.23 (i) whether algorithms used by the online product, service, or feature could harm children;

187.24 (ii) whether the design of the online product, service, or feature could lead to children
187.25 experiencing or being targeted by harmful, or potentially harmful, contacts on the online
187.26 product, service, or feature;

187.27 (iii) whether the design of the online product, service, or feature could permit children
187.28 to witness, participate in, or be subject to harmful, or potentially harmful, conduct on the
187.29 online product, service, or feature;

187.30 (iv) whether the design of the online product, service, or feature could allow children
187.31 to be party to or exploited by a harmful, or potentially harmful, contact on the online product,
187.32 service, or feature;

188.1 (v) whether targeted advertising systems used by the online product, service, or feature
188.2 could harm children;

188.3 (vi) whether and how the online product, service, or feature uses system design features
188.4 to increase, sustain, or extend use of the online product, service, or feature by children,
188.5 including the automatic playing of media, rewards for time spent, and notifications; and

188.6 (vii) whether, how, and for what purpose the online product, service, or feature collects
188.7 or processes personal data of children.

188.8 (b) A data protection impact assessment conducted by a business for the purpose of
188.9 compliance with any other law complies with this section if the data protection impact
188.10 assessment meets the requirements of this chapter.

188.11 (c) A single data protection impact assessment may contain multiple similar processing
188.12 operations that present similar risks only if each relevant online service, product, or feature
188.13 is addressed.

188.14 Subd. 3. **Prohibitions on businesses.** A business that provides an online service, product,
188.15 or feature likely to be accessed by children must not:

188.16 (1) use the personal data of any child in a way that the business knows, or has reason to
188.17 know, is materially detrimental to the physical health, mental health, or well-being of a
188.18 child;

188.19 (2) profile a child by default unless both of the following criteria are met:

188.20 (i) the business can demonstrate it has appropriate safeguards in place to protect children;

188.21 and

188.22 (ii) either of the following is true:

188.23 (A) profiling is necessary to provide the online service, product, or feature requested

188.24 and only with respect to the aspects of the online service, product, or feature with which a

188.25 child is actively and knowingly engaged; or

188.26 (B) the business can demonstrate a compelling reason that profiling is in the best interests

188.27 of children;

188.28 (3) collect, sell, share, or retain any personal data that is not necessary to provide an

188.29 online service, product, or feature with which a child is actively and knowingly engaged,

188.30 or as described below, unless the business can demonstrate a compelling reason that the

188.31 collecting, selling, sharing, or retaining of the personal data is in the best interests of children

188.32 likely to access the online service, product, or feature;

189.1 (4) if the end user is a child, use personal data for any reason other than a reason for

189.2 which that personal data was collected, unless the business can demonstrate a compelling

189.3 reason that use of the personal data is in the best interests of children;

189.4 (5) collect, sell, or share any precise geolocation information of children by default,

189.5 unless the collection of that precise geolocation information is strictly necessary for the

189.6 business to provide the service, product, or feature requested and then only for the limited

189.7 time that the collection of precise geolocation information is necessary to provide the service,

189.8 product, or feature;

189.9 (6) collect any precise geolocation information of a child without providing an obvious

189.10 sign to the child for the duration of that collection that precise geolocation information is

189.11 being collected;

189.12 (7) use dark patterns to lead or encourage children to provide personal data beyond what

189.13 is reasonably expected to provide that online service, product, or feature to forego privacy

189.14 protections, or to take any action that the business knows, or has reason to know, is materially

189.15 detrimental to the child's physical health, mental health, or well-being; or

189.16 (8) use any personal data collected to estimate age or age range for any purpose other

189.17 than to fulfill the requirements of subdivision 1, clause (6), or retain that personal data longer

189.18 than necessary to estimate age. Age assurance must be proportionate to the risks and data

189.19 practice of an online service, product, or feature.

189.20 Subd. 4. **Data practices.** (a) A data protection impact assessment collected or maintained

189.21 by the attorney general under subdivision 1 is classified as nonpublic data or private data

189.22 on individuals under section 13.02, subdivisions 9 and 12.

189.23 (b) To the extent any information contained in a data protection impact assessment
189.24 disclosed to the attorney general includes information subject to attorney-client privilege
189.25 or work product protection, disclosure pursuant to this section does not constitute a waiver
189.26 of the privilege or protection.

189.27 Sec. 28. **[3250.05] ATTORNEY GENERAL ENFORCEMENT.**

189.28 (a) A business that violates this chapter may be subject to an injunction and liable for a
189.29 civil penalty of not more than \$2,500 per affected child for each negligent violation, or not
189.30 more than \$7,500 per affected child for each intentional violation, which may be assessed
189.31 and recovered only in a civil action brought by the attorney general in accordance with
189.32 section 8.31. If the state prevails in an action to enforce this chapter, the state may, in addition
189.33 to penalties provided by this paragraph or other remedies provided by law, be allowed an
190.1 amount determined by the court to be the reasonable value of all or part of the state's litigation
190.2 expenses incurred.

190.3 (b) Any penalties, fees, and expenses recovered in an action brought under this chapter
190.4 must be deposited in an account in the special revenue fund and are appropriated to the
190.5 attorney general to offset costs incurred by the attorney general in connection with
190.6 enforcement of this chapter.

190.7 (c) If a business is in substantial compliance with the requirements of section 3250.04,
190.8 subdivision 1, clauses (1) to (5), the attorney general must, before initiating a civil action
190.9 under this section, provide written notice to the business identifying the specific provisions
190.10 of this chapter that the attorney general alleges have been or are being violated. If, within
190.11 90 days of the notice required by this paragraph, the business cures any noticed violation
190.12 and provides the attorney general a written statement that the alleged violations have been
190.13 cured, and sufficient measures have been taken to prevent future violations, the business is
190.14 not liable for a civil penalty for any violation cured pursuant to this section.

190.15 (d) Nothing in this chapter provides a private right of action under this chapter, section
190.16 8.31, or any other law.

190.17 Sec. 29. **EFFECTIVE DATE.**

190.18 (a) Sections 1 and 24 to 28 are effective July 1, 2024.

190.19 (b) By July 1, 2025, and as required by section 27, a business must complete a data
190.20 protection impact assessment for any online service, product, or feature likely to be accessed
190.21 by children offered to the public before July 1, 2024, unless that online service, product, or
190.22 feature is exempt under paragraph (c).

190.23 (c) Sections 24 to 28 do not apply to an online service, product, or feature that is not
190.24 offered to the public on or after July 1, 2024.