

119TH CONGRESS
1ST SESSION

S. _____

To promote transparency and accountability in covered digital labor platform work, and for other purposes.

IN THE SENATE OF THE UNITED STATES

Mr. SCHATZ (for himself, Mr. MURPHY, and Ms. BALDWIN) introduced the following bill; which was read twice and referred to the Committee on

A BILL

To promote transparency and accountability in covered digital labor platform work, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Empowering App-
5 Based Workers Act”.

6 **SEC. 2. FINDINGS.**

7 Congress finds the following:

8 (1) Millions of workers in the United States re-
9 port to work by logging on to digital labor platforms:

1 software applications (commonly known as “apps”)
2 that allocate and manage work.

3 (2) Businesses are using digital labor platforms
4 in a wide and growing range of industries and occu-
5 pations in the United States. While the most well-
6 known businesses using digital labor platforms pro-
7 vide ride-hail and last-mile delivery services, busi-
8 nesses in a variety of sectors, including large- and
9 low-paid sectors like retail, hospitality, warehousing,
10 and food services, increasingly manage labor via dig-
11 ital labor platforms.

12 (3) Platformed, or app-based, workers of all
13 ages and every race, ethnicity, gender, and immigra-
14 tion status can be found in every State. According
15 to the Bureau of Labor Statistics, app-based work-
16 ers are disproportionately people of color, comprising
17 approximately 42 percent of the app-based work-
18 force, compared to 29 percent of the overall work-
19 force. A 2021 Pew Research poll of United States
20 workers found that women (17 percent) were more
21 likely than men (15 percent) to report that they had
22 ever done app-based work. The growing workforces
23 of businesses that use digital labor platforms to
24 manage delivery workers are majority women. Plat-
25 form work is growing in industries like retail, hospi-

1 tality, warehousing, and food services, in which peo-
2 ple of color are overrepresented.

3 (4) Government and academic research has
4 found that app-based workers often receive poverty
5 wages and few to no benefits and are subject to
6 wage theft and wage and employment discrimina-
7 tion. A 2024 University of California at Berkeley
8 study of app-based ride-hail drivers in 5 metropoli-
9 tan areas found that a majority of drivers earn net
10 pay that is significantly less than the applicable min-
11 imum wage. Job quality issues may be related to the
12 frequent misclassification of app-based workers as
13 independent contractors who lack employment-based
14 rights and protections. Indeed, both courts and regu-
15 latory agencies have found businesses that use dig-
16 ital labor platforms to have misclassified employees
17 as independent contractors, stolen wages, and with-
18 held benefits.

19 (5) Research also shows that some businesses
20 that use digital labor platforms may be engaging in
21 discriminatory pricing practices, charging variable
22 rates for the same services based on particular char-
23 acteristics of a consumer, and setting personalized
24 wages for the same work based on characteristics of
25 a worker.

1 (6) Businesses use digital labor platforms to de-
2 termine access by an app-based worker to work as-
3 signments, the pay for the assignments, and the
4 prices charged to customers. Such platforms often
5 use electronic monitoring tools and automated deci-
6 sion-making systems or algorithms, fed by a variety
7 of inputs, including data derived from workers and
8 consumers.

9 (7) The use of electronic monitoring tools and
10 automated decision-making systems is not exclusive
11 to businesses that use digital labor platforms. Other
12 kinds of businesses do use them but the heavy reli-
13 ance by such businesses on these systems to inter-
14 face with workers and consumers is unique.

15 (8) But while the electronic monitoring tools
16 and automated decision-making systems of busi-
17 nesses that use digital labor platforms dictate the
18 experience of workers and consumers on digital labor
19 platforms, their presence, purpose, and mechanics
20 are, too often, wholly opaque to workers, consumers,
21 voters, and policymakers. This opacity creates pro-
22 found information asymmetries between these
23 groups and the corporations that own or operate
24 digital labor platforms.

1 (9) The lack of information about the electronic
2 monitoring tools and automated decision-making
3 systems used by businesses that use digital labor
4 platforms prevents workers, consumers, and policy-
5 makers from understanding whether and to what ex-
6 tent these systems are generating harms and facili-
7 tating the violation of existing laws and regulations.

8 (10) Unaccountable pay algorithms can enable
9 various forms of wage theft, such as minimum wage
10 violations, tip-stealing, routine undercounting of
11 worktime, and illegal fees and deductions, as well as
12 discrimination based on protected class. Forms of
13 employer control obscured by algorithmic manage-
14 ment can enable independent contractor
15 misclassification and create insurmountable road-
16 blocks to app-based workers' ability to access min-
17 imum wage and overtime pay for all time worked,
18 paid sick leave, unemployment insurance benefits,
19 workers' compensation, protections from discrimina-
20 tion, and more.

21 (11) Reliance on electronic monitoring tools and
22 automated decision-making systems that hide control
23 and enable misclassification of employees as inde-
24 pendent contractors also has profound implications
25 for social welfare programs and competing busi-

1 nesses. Businesses that misclassify employees as
2 independent contractors neglect to pay their share of
3 employer contributions for programs such as unem-
4 ployment insurance and social security. In total, a
5 misclassifying business can save up to 30 percent of
6 its payroll costs by mislabeling a worker as an inde-
7 pendent contractor, which disadvantages responsible
8 employers.

9 (12) The lack of transparency around pricing
10 algorithms allows businesses that use digital labor
11 platforms to raise prices on consumers under the
12 guise of increasing labor and regulatory costs. Busi-
13 nesses that use digital labor platforms may use
14 opaque pricing algorithms to determine the amount
15 they charge to customers for a service, as well as the
16 share of that fee that those businesses keep for
17 themselves compared to the share that goes to the
18 app-based workers who provide the service. The vari-
19 able and opaque share of the consumer charge that
20 certain digital labor platform providers keep, versus
21 the share they pay an app-based workers (the “take
22 rate”) is concerning.

23 (13) The issue of fluctuating, opaque, and pred-
24 atory take rates is especially pronounced in the ride-
25 hail industry, a pioneer in the use of digital labor

1 platforms. Initially, ride-hail companies paid app-
2 based workers 90 percent of the consumer charge,
3 decreasing it to 80 percent as they attracted more
4 workers. Early take rates of 10 to 20 percent were
5 styled as “service fees” that drivers paid to access
6 work through the digital labor platform. Like com-
7 missions, if the ride-hail companies increased their
8 prices, workers likewise received a raise.

9 (14) Ride-hail companies later abandoned their
10 commission-based service fee, and now set consumer
11 prices independently of app-based worker pay. Both
12 prices and pay are largely influenced by unaccount-
13 able hidden algorithms and automated decision sys-
14 tems. They are also influenced by individualized con-
15 sumer and worker characteristics that offend notions
16 of equal pay for equal work and fair dealing.

17 (15) App-based workers now report ride-hail
18 companies taking as much as 60 percent of the fare.
19 A PowerSwitch Action analysis of Uber fares in New
20 York City and Chicago between 2019 and 2023
21 found that driver pay declined even as fares charged
22 to consumers increased because Uber’s take rate
23 also increased.

24 (16) Rising, unpredictable take rates and lower
25 pay have made ride-hail work an increasingly losing

1 proposition. Workers who provide what has become
2 a growing and crucial transportation service are en-
3 titled to transparent, consistent, and fair pay for
4 their work. A 25 percent cap on take rates in the
5 ride-hail industry will limit the most exploitative al-
6 gorithmic practices and help ensure the health and
7 well-being of more than a million U.S. workers.
8 Since expenses and the cost of living vary from mar-
9 ket to market, the take rate cap in this Act estab-
10 lishes a floor, not a ceiling, and does not preempt
11 any state or local efforts to establish take rate
12 standards that exceed that set forth herein.

13 (17) Although the ride-hail industry has been
14 an early adopter of digital labor platform tech-
15 nologies, the public needs to understand how all
16 businesses that use digital labor platforms utilize
17 electronic monitoring tools and automated decision-
18 making systems so they may understand how this
19 unaccountable technology affects their lives. Without
20 transparency requirements around their use of elec-
21 tronic monitoring tools and automated decision-mak-
22 ing systems, businesses that use digital labor plat-
23 forms can exploit information asymmetries to make
24 false and unverifiable claims about the potential im-
25 pacts of proposed and existing public policies.

1 (18) Policymakers outside the United States
2 have taken steps to ensure that platforms operate
3 with more transparency and accountability. Multi-
4 national corporations like Amazon, Uber, and
5 DoorDash will soon be subject to various trans-
6 parency and reporting requirements in the European
7 Union as countries come into compliance with the
8 European Union Platform Work Directive. The
9 United States must not be a global laggard when it
10 comes to platform regulation; workers, consumers,
11 and the public will suffer for it.

12 (19) To ensure that app-based work is not an
13 engine of poverty and racial inequality that places
14 downward pressure on job quality across the econ-
15 omy, workers, consumers, policymakers, and regu-
16 lators must not be left in the dark about the surveil-
17 lance and labor management technologies that busi-
18 nesses that use digital labor platforms are using.

19 (20) All workers, businesses, and consumers in
20 the United States, stand to benefit from the estab-
21 lishment of clear rules requiring transparency and
22 accountability around the use of electronic moni-
23 toring and automated decision-making systems by
24 businesses that use digital labor platforms to man-
25 age work.

1 **SEC. 3. DEFINITIONS.**

2 In this Act:

3 (1) **ADVERSE ACTION.**—The term “adverse ac-
4 tion” means an action taken by a covered digital
5 labor platform provider with respect to an app-based
6 worker that a reasonable person would find nega-
7 tively impacts the app-based worker’s access to or
8 terms, conditions, or privileges of work, including
9 fewer (by volume or frequency) or less favorable
10 work assignments or offers, less or unfavorable
11 hours or shifts, reduced access to bonuses, incen-
12 tives, or other benefits, temporary, permanent, or in-
13 definite suspension, deactivation or termination, re-
14 striction of access to the platform, failure to pro-
15 mote, failure to pay, and reductions in pay.

16 (2) **AGGREGATED APP-BASED WORKER DATA.**—
17 The term “aggregated app-based worker data”
18 means data with respect to multiple app-based work-
19 ers that is combined or collected together in a sum-
20 mary or other form that prevents the identification
21 of any specific app-based worker.

22 (3) **APP-BASED WORKER.**—The term “app-
23 based worker”, with respect to a covered digital
24 labor platform provider, means an individual who
25 performs work or provides services for remuneration
26 on or through the covered digital labor platform of

1 the covered digital labor platform provider, regard-
2 less of whether the individual is compensated by the
3 covered digital labor platform provider or another
4 person.

5 (4) APPLICANT.—The term “applicant”, with
6 respect to a covered digital labor platform, means an
7 individual who has signed up for, applied for, acti-
8 vated, or created an account in order to provide
9 services on or through the covered digital labor plat-
10 form of a covered digital labor platform provider as
11 an app-based worker but has not yet been approved
12 for or offered work through the covered digital labor
13 platform.

14 (5) ATTRIBUTE.—The term “attribute” in-
15 cludes, as applicable, the tenure, demographics, re-
16 views, acceptance rate, part-time status, average
17 weekly hours, and location of an app-based worker.

18 (6) AUTHORIZED AGENT.—The term “author-
19 ized agent” means a person (other than a covered
20 digital labor platform provider or a vendor or affili-
21 ated person of the provider) that an app-based work-
22 er has authorized to receive disclosures from a cov-
23 ered digital labor platform in accordance with sec-
24 tion 7, including a labor organization.

25 (7) AUTOMATED DECISION SYSTEM.—

1 (A) IN GENERAL.—The term “automated
2 decision system” means any tool, software, sys-
3 tem, process, function, program, method, model,
4 or formula using, or designed with, computation
5 to issue an automated decision system output
6 that is used to augment, assist, or replace
7 human judgment, decision making, or policy im-
8 plementation.

9 (B) EXCLUSIONS.—Notwithstanding sub-
10 paragraph (A), the term “automated decision
11 system” does not include any spam email filter,
12 firewall, antivirus software, calculator, data-
13 base, dataset, or other compilation of data.

14 (8) AUTOMATED DECISION SYSTEM OUTPUT.—
15 The term “automated decision system output”
16 means any information, data, assumption, pre-
17 diction, scoring, classification, recommendation, deci-
18 sion, or conclusion generated by an automated deci-
19 sion system.

20 (9) COMMERCE; PERSON.—The terms “com-
21 merce” and “person” have the meanings given the
22 terms in section 3 of the Fair Labor Standards Act
23 of 1938 (29 U.S.C. 203).

24 (10) COVERED DIGITAL LABOR PLATFORM.—

1 (A) IN GENERAL.—The term “covered dig-
2 ital labor platform” means a platform provided,
3 offered, or used by a covered digital labor plat-
4 form provider that—

5 (i) is provided, at least in part,
6 through electronic means such as an on-
7 line-enabled application, internet site, or
8 mobile application;

9 (ii) provides services performed by an
10 app-based worker at the request of a con-
11 sumer;

12 (iii) involves the facilitation of work to
13 be performed by an individual in exchange
14 for payment, regardless of whether such
15 work is performed online or in a certain
16 geographic location; and

17 (iv) involves the use of an automated
18 decision-making system or electronic moni-
19 toring tool.

20 (B) EXCLUSIONS.—

21 (i) IN GENERAL.—Notwithstanding
22 subparagraph (A), the term “covered dig-
23 ital labor platform” does not include—

24 (I) any platform that—

1 (aa) only provides the means
2 by which service providers can
3 reach an end-user, customer, or
4 recipient, without involvement of
5 the platform in the terms or con-
6 ditions of the work; or

7 (bb) only organizes the ac-
8 tivities of volunteers; or

9 (II) any platform that has the
10 primary purpose of exploiting or shar-
11 ing real property assets for short-term
12 accommodations or that allows an in-
13 dividual who is not a professional to
14 resell goods.

15 (ii) BURDEN OF PROOF.—A person
16 providing, offering, or using a platform
17 that the person believes is a platform de-
18 scribed in subclause (I) or (II) shall have
19 the burden of proof to establish that the
20 platform is a platform described in such a
21 subclause for purposes of any enforcement
22 activity taken under section 9.

23 (11) COVERED DIGITAL LABOR PLATFORM PRO-
24 VIDER.—The term “covered digital labor platform
25 provider”—

1 (A) means a person engaged in commerce
2 or an industry affecting commerce that employs
3 an app-based worker to perform work or pro-
4 vide services for remuneration on or through
5 the covered digital labor platform of the person,
6 or that otherwise engages, arranges, or facili-
7 tates the performance of such work or provision
8 of such services, regardless of whether the app-
9 based worker is compensated by such person or
10 another person; and

11 (B) includes any successor in interest of
12 such person and any person who acts directly or
13 indirectly in the interest of the covered digital
14 labor platform provider in relation to an app-
15 based worker.

16 (12) DATA.—The term “data”, used with re-
17 spect to an app-based worker, means any informa-
18 tion that identifies, relates to, describes, or could
19 reasonably be linked, directly or indirectly, with a
20 particular app-based worker, regardless of how the
21 information is collected, inferred, or obtained, in-
22 cluding the following:

23 (A) Personal identity information and
24 characteristics, such as the app-based worker’s
25 name, address or other contact information, de-

1 mographic information, government-issued iden-
2 tification number, citizenship and familial sta-
3 tus, criminal background, employment history,
4 financial history, health status or history, and
5 information regarding immutable characteris-
6 tics.

7 (B) Any data related to the work activities
8 of an app-based worker.

9 (C) Online information with respect to the
10 app-based worker, including any internet pro-
11 tocol address used by, social media activity of,
12 or other digital sources or unique identifiers as-
13 sociated with the app-based worker.

14 (D) Individual behavior or preferences, in-
15 cluding observable or measurable actions, hab-
16 its, preferences, interests, or vulnerabilities, in-
17 cluding the individual's political, personal, or
18 professional affiliations, web browsing history,
19 purchase history, financial circumstances, or
20 consumer behaviors.

21 (E) Biometric information, including im-
22 agery of the iris, retina, fingerprint, face, hand,
23 palm, vein patterns, and voice recordings, from
24 which an identifier template, such as a
25 faceprint, a minutiae template, or a voiceprint,

1 can be extracted, and keystroke patterns or
2 rhythms, gait patterns or rhythms, and sleep,
3 health, or exercise data that contain identifying
4 information.

5 (F) Inferences drawn from any of the data
6 described in this paragraph, including internally
7 generated inferences, or worker profiles gen-
8 erated by inferences, by or for the covered dig-
9 ital labor platform provider.

10 (13) ELECTRONIC MONITORING TOOL.—The
11 term “electronic monitoring tool” means any system,
12 application, or instrument that facilitates the collec-
13 tion of data concerning the activities, communica-
14 tions, actions, biometrics, attributes, or behaviors of
15 an app-based worker by any means other than direct
16 observation by another individual, including through
17 the use of a computer, telephone, wire, radio, cam-
18 era, electromagnetic, photoelectronic, or photo-opti-
19 cal system.

20 (14) EMPLOY.—The term “employ” has the
21 meaning given such term in section 3 of the Fair
22 Labor Standards Act of 1938 (29 U.S.C. 203).

23 (15) LABOR ORGANIZATION.—The term “labor
24 organization” means—

1 (A) a labor organization, as such term is
2 defined in section 2 of the National Labor Rela-
3 tions Act (29 U.S.C. 152); or

4 (B) the collective bargaining representative
5 of a craft or class of employees for purposes of
6 the Railway Labor Act (45 U.S.C. 151 et seq.).

7 (16) INDIVIDUALIZED.—The term “individual-
8 ized” means data described in subparagraph (A),
9 (C), (D), (E), or (F) of paragraph (12) that is—

10 (A) specific to a specific app-based worker
11 or group, band, class, or tier of app-based
12 workers; or

13 (B) inferred about a specific app-based
14 worker or group, band, class, or tier of app-
15 based workers based on other such data.

16 (17) ON-DEMAND.—The term “on-demand”
17 means a service available to a waiting, time-sensitive
18 consumer after the consumer makes a request or
19 places an order for such service via a covered digital
20 labor platform.

21 (18) PREDISPUTE ARBITRATION AGREEMENT.—
22 The term “predispute arbitration agreement” means
23 any agreement to arbitrate a dispute that has not
24 yet arisen at the time of the making of the agree-
25 ment.

1 (19) PREDISPUTE JOINT-ACTION WAIVER.—The
2 term “predispute joint-action waiver” means an
3 agreement, including as part of a predispute arbitra-
4 tion agreement, that would prohibit, or waive the
5 right of, one of the parties to the agreement to par-
6 ticipate in a joint, class, or collective action in a ju-
7 dicial, arbitral, administrative, or other forum, con-
8 cerning a dispute that has not yet arisen at the time
9 of the making of the agreement.

10 (20) SECRETARY.—The term “Secretary”
11 means the Secretary of Labor.

12 (21) TAKE RATE.—The term “take rate”, with
13 respect to a covered digital labor platform provider
14 that offers a consumer any on-demand transpor-
15 tation services, means the percentage of the total
16 amount such a covered digital labor platform pro-
17 vider charges to a consumer for such a service pro-
18 vided on or through the covered digital labor plat-
19 form, exclusive of any tip, that is not paid to an
20 app-based worker as remuneration with respect to
21 that service.

22 (22) TIME ON TASK.—The term “time on
23 task”, with respect to an app-based worker per-
24 forming on-demand services, means an amount of
25 time that begins when an app-based worker is as-

1 signed or accepts a work assignment on a covered
2 digital labor platform for the performance of a serv-
3 ice and ends when—

4 (A) the work assignment is completed; or

5 (B) the work assignment is cancelled.

6 (23) TIME WORKED.—The term “time
7 worked”—

8 (A) with respect to an app-based worker
9 providing on-demand services, includes all time
10 that an app-based worker is logged into a cov-
11 ered digital labor platform and available to per-
12 form services on or through the covered digital
13 labor platform; and

14 (B) with respect to an app-based worker
15 who works shifts or blocks of time that are in
16 any way scheduled in advance of performing the
17 work, includes all time from when the app-
18 based worker reports to work through the com-
19 pletion of assigned tasks or shift work, as fur-
20 ther defined and delimited in regulations by the
21 Secretary.

22 (24) VENDOR.—The term “vendor” means any
23 entity or other third party engaged by a covered dig-
24 ital labor platform provider (or by any contractor of
25 the covered digital labor platform provider) to pro-

1 vide software, technology, or any related service that
2 is used to collect, store, analyze, or interpret app-
3 based worker data.

4 (25) WORK ASSIGNMENT.—The term “work as-
5 signment” means an assignment or offer on a cov-
6 ered digital labor platform to provide services for a
7 consumer that is assigned to or accepted by an app-
8 based worker for the performance of services with
9 respect to that assignment or offer.

10 (26) WORK-RELATED DECISION.—The term
11 “work-related decision” means any decision made by
12 a covered digital labor platform provider with re-
13 spect to—

14 (A) hiring, engaging, or promoting an app-
15 based worker;

16 (B) taking an adverse action against an
17 app-based worker; or

18 (C) the terms, privileges, or conditions of
19 the work of an app-based worker, including a
20 decision that affects or could affect the pay, the
21 benefits, other compensation, the schedule of
22 work, the hours of work, an evaluation, a per-
23 formance rating, the job content, an assignment
24 of work, the access to work, the productivity re-

1 quirements, or the workplace health and safety
2 of the app-based worker.

3 **SEC. 4. TRANSPARENCY.**

4 (a) DISCLOSURES TO WORKERS.—

5 (1) NOTICE OF ELECTRONIC MONITORING AND
6 AUTOMATED DECISION SYSTEMS.—

7 (A) IN GENERAL.—A covered digital labor
8 platform provider that uses or intends to use an
9 electronic monitoring tool or automated decision
10 system shall, in accordance with subparagraph
11 (B), provide to each app-based worker and ap-
12 plicant of the covered digital labor platform
13 provider who is, or will be, subject to the elec-
14 tronic monitoring tool or automated decision
15 system a notice that provides—

16 (i) a description of how any electronic
17 monitoring tool or automated decision sys-
18 tem will be used by the covered digital
19 labor platform provider;

20 (ii) a description of the data intended
21 to be or actually collected by the electronic
22 monitoring tool or used in an automated
23 decision system;

24 (iii) in the case of the use of an elec-
25 tronic monitoring tool—

1 (I) a description of any activity,
2 location, communication, task, or job
3 role that will be electronically mon-
4 itored by the electronic monitoring
5 tool;

6 (II) whether, how, and what data
7 collected using the electronic moni-
8 toring tool will be used as an input in
9 an automated decision system;

10 (III) whether, how, and what
11 data collected using an electronic
12 monitoring tool will be used (whether
13 used with or without an automated
14 decision system) to make, or assist in
15 making, decisions regarding the com-
16 pensation of an app-based worker or
17 applicant and offers or assignments of
18 work for the app-based worker or ap-
19 plicant; and

20 (IV) a description of where any
21 data collected by the electronic moni-
22 toring tool will be stored, the length of
23 time the data will be retained, who
24 may access the data, and how the

1 data may be accessed by a person who
2 is authorized to access the data;

3 (iv) in the case of the use of an auto-
4 mated decision system—

5 (I) a description of the methods,
6 processes, inputs, attributes, and data
7 that the covered digital labor platform
8 provider uses or intends to use,
9 through the automated decision sys-
10 tem, to determine or assist in deter-
11 mining the compensation of the app-
12 based worker or applicant, including
13 pay rates, assignments, bonuses, or
14 other benefits; and

15 (II) a description of the cat-
16 egories of data and the main param-
17 eters of that data for the automated
18 decision system and the relative im-
19 portance and weights of the main pa-
20 rameters in the automated decision
21 system for purposes of creating infer-
22 ences or making work-related deci-
23 sions regarding the app-based worker
24 or applicant, including how data re-
25 garding the app-based worker or ap-

1 plicant (including regarding attributes
2 of the worker or applicant) will influ-
3 ence automated decision system out-
4 puts or the outcome of any work-re-
5 lated decision and whether (and, if so,
6 how) the automated decision system
7 outputs will be individualized for the
8 app-based worker or applicant;

9 (v) the methods, processes, inputs, at-
10 tributes, or data by which the covered dig-
11 ital labor platform provider determines the
12 amount charged to a consumer for any
13 good or service provided through the cov-
14 ered digital labor platform and the relative
15 weights of such methods, processes, inputs,
16 attributes, or data in such determination;

17 (vi) the methods, processes, inputs,
18 attributes, or data by which the covered
19 digital labor platform provider determines
20 how, whether, and when to provide the
21 app-based worker with a work assignment
22 and what work assignment the covered dig-
23 ital labor platform provider will offer or
24 provide to the app-based worker; and

1 (vii) the specific grounds, conditions,
2 and reasons for which a covered digital
3 labor platform provider may take any ad-
4 verse action with respect to the app-based
5 worker.

6 (B) TIMING.—A notice under subpara-
7 graph (A) shall be provided—

8 (i) with respect to any applicant, at a
9 time that is after the applicant has signed
10 up for, applied for, activated, or created an
11 account and before the applicant performs
12 any work or provides any service for remun-
13 eration for the covered digital labor plat-
14 form provider or on or through a covered
15 digital labor platform;

16 (ii) with respect to an app-based
17 worker—

18 (I) for any electronic monitoring
19 tool or automated decision system
20 that is in effect on the day before the
21 date of enactment of this Act, not
22 later than the later of—

23 (aa) 30 days after the date
24 on which a final rule to carry out
25 this section takes effect; or

1 (bb) 180 days after the date
2 of enactment of this Act; or

3 (II) for any other electronic mon-
4 itoring tool or automated decision sys-
5 tem, as soon as practicable, but not
6 less than 96 hours before the elec-
7 tronic monitoring tool or automated
8 decision system takes effect with re-
9 spect to that app-based worker;

10 (iii) annually to each app-based work-
11 er who performed work on or through the
12 covered digital labor platform of the cov-
13 ered digital labor platform provider during
14 the year preceding the date the notice is
15 provided;

16 (iv) in the app-based worker's primary
17 language; and

18 (v) to an app-based worker or appli-
19 cant not later than 5 business days after
20 any request by the app-based worker or
21 applicant.

22 (2) COMPREHENSIVE AND DETAILED USE NO-
23 TICE.—

24 (A) IN GENERAL.—A covered digital labor
25 platform provider that uses an electronic moni-

1 toring tool or automated decision system to
2 make or assist in making a work-related deci-
3 sion with respect to an app-based worker that
4 substantially impacts the compensation or work
5 assignments of the app-based worker or the ac-
6 cess of the app-based worker to the covered dig-
7 ital labor platform shall, as described in sub-
8 paragraph (B), provide to the app-based worker
9 a notice that includes—

10 (i) a description of the data and at-
11 tributes used in the work-related decision
12 with respect to the app-based worker;

13 (ii) in the case of the use of an auto-
14 mated decision system, a description of the
15 inputs for the automated decision system
16 and the weight of each for purposes of the
17 work-related decision, the automated deci-
18 sion system outputs with respect to that
19 work-related decision, and the method by
20 which the worker can obtain the range of
21 possible outputs, including aggregate out-
22 put statistics; and

23 (iii) the metadata used for the work-
24 related decision, including for each variable
25 of the metadata the name, attribute, value,

1 what the variable captures, and examples
2 of the values it captures.

3 (B) TIMING.—A notice under subpara-
4 graph (A) shall be provided to an app-based
5 worker—

6 (i) not later than 5 business days
7 after the initial request by the app-based
8 worker for the notice; and

9 (ii) if the app-based worker requests
10 subsequent notices on an ongoing basis,
11 not more than 48 hours after the covered
12 digital labor platform provider uses an
13 electronic monitoring tool or automated de-
14 cision system with respect to the app-based
15 worker as provided in subparagraph (A).

16 (3) ADDITIONAL DISCLOSURES.—Before the
17 first time that an app-based worker performs any
18 work or provides any service for remuneration on or
19 through a covered digital labor platform or, in the
20 case of an app-based worker who has already per-
21 formed such work or provided such services on or
22 before the date of enactment of this Act, not later
23 than 365 days after the date of enactment of this
24 Act, the covered digital labor platform provider shall
25 notify the app-based worker of—

1 (A) all required disclosures and the obliga-
2 tions of the covered digital labor platform under
3 this Act; and

4 (B) all other applicable minimum pay and
5 benefits standards that apply to the app-based
6 worker.

7 (4) ITEMIZED RECEIPTS.—

8 (A) IN GENERAL.—At the end of each
9 work assignment of an app-based worker, the
10 covered digital labor platform provider shall dis-
11 close to the app-based worker each component
12 of the pay of the app-based worker, including,
13 to the extent applicable and as further defined
14 and delimited through regulations promulgated
15 by the Secretary—

16 (i) the total amount paid by the con-
17 sumer to the covered digital labor platform
18 provider for the work assignment per-
19 formed by the app-based worker exclusive
20 of any tip provided to the app-based work-
21 er as described in clause (ii);

22 (ii) the amount of any tip paid by the
23 consumer through the covered digital labor
24 platform provider as gratuity for the work
25 of the app-based worker;

1 (iii) the amount paid to the app-based
2 worker by the covered digital labor plat-
3 form provider excluding the tip described
4 in clause (ii) and any reimbursement by
5 the provider of costs incurred by the app-
6 based worker;

7 (iv) the take rate for the work assign-
8 ment;

9 (v) the total distance traveled by the
10 app-based worker for the work assignment
11 in miles;

12 (vi) whether the work assignment con-
13 tributed to or was related to a bonus or
14 other incentive for the app-based worker;

15 (vii) total time worked by the app-
16 based worker for the work assignment; and

17 (viii) information on whether that
18 work assignment was offered to any other
19 app-based worker, and if so, the amount of
20 compensation offered to the other app-
21 based worker.

22 (B) UPDATE OF DISCLOSURE.—A covered
23 digital labor platform provider that provides a
24 disclosure under subparagraph (A) may update
25 the disclosure for a period of not more than 48

1 hours after the disclosure is provided to the
2 app-based worker.

3 (5) WEEKLY PAY STATEMENTS.—Not less often
4 than once a week, each covered digital labor plat-
5 form provider shall disclose to each app-based work-
6 er of the covered digital labor platform provider each
7 component of pay of the app-based worker for the
8 week (referred to in this paragraph as the “covered
9 week”), including, to the extent applicable and as
10 further defined and delimited through regulations
11 promulgated by the Secretary—

12 (A) the total amount paid to the app-based
13 worker by the covered digital labor platform
14 provider during the covered week excluding the
15 amount of any tips paid to the app-based work-
16 er and any reimbursement by the provider of
17 costs incurred by the app-based worker;

18 (B) the total amount paid to the covered
19 digital labor platform provider for all work as-
20 signments by the app-based worker during the
21 covered week by all consumers, excluding any
22 tips paid to the app-based worker;

23 (C) the weekly average take rate for all
24 consumer payments for all work assignments of
25 the app-based worker;

1 (D) the total amount of tips paid by con-
2 sumers to the app-based worker for work as-
3 signments in the covered week;

4 (E) the total amount of compensation paid
5 by the covered digital labor platform provider to
6 the app-based worker for work assignments in
7 the covered week, including any amount pro-
8 vided as a tip;

9 (F) the number of work assignments com-
10 pleted by the app-based worker in the covered
11 week;

12 (G) the total amount of time on task by
13 the app-based worker in the covered week;

14 (H) the total time worked by the app-
15 based worker in the covered week;

16 (I) the hourly wage of the app-based work-
17 er, expressed as the ratio of the amount de-
18 scribed in subparagraph (A) to the amount of
19 time described in subparagraph (H);

20 (J) the total miles traveled for time worked
21 and time on task by the app-based worker in
22 the covered week; and

23 (K) for each work assignment offered by
24 the covered digital labor platform provider to
25 the app-based worker that was not completed

1 by the app-based worker in the covered week,
2 the amount of compensation offered.

3 (6) FORMAT.—Each notice, disclosure, or noti-
4 fication under this subsection shall be provided in
5 the form and manner described in regulation by the
6 Secretary, including that the notice, disclosure, or
7 notification is provided—

8 (A) in an electronic document that is ma-
9 chine readable;

10 (B) in an easily accessible form, including
11 on the account of an app-based worker or appli-
12 cant (regardless of whether the covered digital
13 labor platform provider has deactivated, sus-
14 pended, or terminated the app-based worker) or
15 posted on the covered digital labor platform,
16 and available to download;

17 (C) in a manner that enables the app-
18 based worker or applicant to read, review, save,
19 and reasonably access the notice, disclosure, or
20 notification for not less than 48 months after
21 the date on which the notice, disclosure, or noti-
22 fication was provided;

23 (D) in a manner that ensures the informa-
24 tion in the notice, disclosure, or notification is
25 clearly and effectively communicated, including

1 in the language the app-based worker identifies
2 as their primary language; and

3 (E) as applicable, through a posting on the
4 covered digital labor platform in English and
5 any other language that more than 20 percent
6 of app-based workers of the relevant covered
7 digital labor platform provider identify as their
8 primary language.

9 (b) DISCLOSURES TO CONSUMERS.—At the end of
10 each work assignment of an app-based worker, the covered
11 digital labor platform provider shall disclose, through elec-
12 tronic correspondence, to the consumer with respect to the
13 work assignment, to the extent applicable and as further
14 defined and delimited through regulations promulgated by
15 the Secretary—

16 (1) the total amount paid by the consumer for
17 the work assignment, excluding any tip;

18 (2) the amount added as a tip from the con-
19 sumer and any reimbursement by the provider of
20 costs incurred by the app-based worker;

21 (3) the amounts paid to the app-based worker
22 by the covered digital labor platform provider, ex-
23 cluding the amount described in paragraph (2); and

24 (4) the take rate for the work-assignment.

25 (c) ADDITIONAL DISCLOSURES.—

1 (1) REPORTING TO THE AGENCY.—On a quar-
2 terly basis and in accordance with any rule pre-
3 scribed by the Secretary, each covered digital labor
4 platform provider shall electronically disclose to the
5 Secretary—

6 (A) copies of the notices required under
7 subsection (a)(1);

8 (B) aggregated app-based worker data re-
9 garding the information required to be provided
10 to all app-based workers of the covered digital
11 platform provider through the disclosures under
12 subsection (a)(5) during the relevant quarter;

13 (C) the aggregated app-based worker data
14 described under subparagraph (B),
15 disaggregated by State and by certain metro-
16 politan statistical areas (as identified by the Of-
17 fice of Management and Budget) selected,
18 through regulations by the Secretary, based on
19 geographic distribution across the regions of the
20 United States, including in the Northeast,
21 South, Midwest, and West;

22 (D) the demographic data of app-based
23 workers who completed a work assignment dur-
24 ing the relevant quarter, based on self-reporting

1 by app-based workers, as described in section
2 5(b);

3 (E) hourly wage data for app-based work-
4 ers disaggregated by worker demographic; and

5 (F) any fees charged by the covered digital
6 labor platform provider to an app-based worker
7 in order to perform work, receive compensation
8 for work, or provide services on or through the
9 covered digital labor platform.

10 (2) PUBLICATION.—

11 (A) PUBLICATION BY COVERED DIGITAL
12 LABOR PLATFORM PROVIDER.—Each covered
13 digital labor platform provider shall publish the
14 data disclosed under paragraph (1), in an
15 anonymized manner, on a public internet
16 website of the covered digital labor platform
17 provider in a machine readable and searchable
18 format.

19 (B) PUBLICATION BY SECRETARY.—Not
20 later than February 15 of each year, the Sec-
21 retary shall make the data disclosed under
22 paragraph (1) for the preceding calendar year,
23 available to the public, which shall include post-
24 ing the information, in an anonymized manner,

1 on a public internet website of the Secretary in
2 a searchable and downloadable format.

3 (C) REGULATIONS.—The Secretary shall
4 issue regulations detailing and defining require-
5 ments with respect to the publications under
6 subparagraphs (A) and (B) to ensure the acces-
7 sibility and usability of the information in the
8 publications and protect the anonymity of each
9 app-based worker.

10 **SEC. 5. ACCOUNTABILITY.**

11 (a) TAKE RATE CAP.—

12 (1) IN GENERAL.—A covered digital labor plat-
13 form provider that offers a consumer on-demand
14 transportation services may not charge in excess of
15 a 25 percent take rate for such service.

16 (2) TAKE RATE OFFSET LIMITATION.—A cov-
17 ered digital labor platform provider described in
18 paragraph (1) may not impose a fee on an app-
19 based worker unless the ratio of the amount that is
20 paid by a consumer (exclusive of any tip) with re-
21 spect to a work assignment and is not provided to
22 an app-based worker as remuneration to the amount
23 that is the total amount paid by the consumer (ex-
24 clusive of any tip) with respect to such work assign-
25 ment plus the amount of such fee (or a pro rata

1 amount of such fee if the fee is paid in a lump sum)
2 is not more than 25 percent.

3 (b) REQUEST FOR VOLUNTARY DISCLOSURES.—Not-
4 withstanding subsection (d), a covered digital labor plat-
5 form provider shall provide every app-based worker of the
6 covered digital labor platform provider an opportunity to
7 disclose, subject to regulations promulgated by the Sec-
8 retary in consultation with the Equal Employment Oppor-
9 tunity Commission, demographic data in a manner that
10 protects the privacy of the app-based worker.

11 (c) INDIVIDUALIZED ALGORITHMIC WAGE SET-
12 TING.—

13 (1) EQUAL PAY FOR EQUAL WORK.—A covered
14 digital labor platform provider may not offer an
15 amount of compensation for a work assignment to
16 an app-based worker that is different than the
17 amount of compensation that was offered to another
18 app-based worker for any substantially similar or
19 comparable tasks unless the covered digital labor
20 platform provider can clearly demonstrate that the
21 difference in offered compensation is—

22 (A) based on cost differentials between the
23 specific workers for performing the tasks in-
24 volved in the work assignment; or

1 (B) otherwise required by a collective bar-
2 gaining agreement that applies to the app-based
3 worker or the other app-based worker.

4 (2) SURVEILLANCE WAGE SETTING.—A covered
5 digital labor platform provider may not use individ-
6 ualized data with respect to an app-based worker as
7 an input in an automated decision system for pur-
8 poses of informing compensation decisions for work
9 assignments for the app-based worker or use any
10 automated decision system output for such purposes
11 if the output relied on or included such individual-
12 ized data, unless the covered digital labor platform
13 provider can clearly demonstrate that—

14 (A)(i) any difference between the amount
15 of compensation offered for the work assign-
16 ment and the amount of compensation that was
17 offered to another app-based worker for any
18 substantially similar or comparable tasks is, in
19 accordance with paragraph (1)(A), based on
20 cost differentials between the specific workers
21 for performing the tasks involved in the work
22 assignment; and

23 (ii) such data is directly related to the
24 tasks involved in the work assignment; or

1 (B) any difference between the amount of
2 compensation offered for the work assignment
3 and the amount of compensation that was of-
4 fered to another app-based worker for any sub-
5 stantially similar or comparable tasks is, in ac-
6 cordance with paragraph (1)(B), otherwise re-
7 quired by a collective bargaining agreement that
8 applies to the app-based worker or the other
9 app-based worker.

10 (3) EXCEPTION.—This subsection shall not
11 apply with respect to an app-based worker of a cov-
12 ered digital labor platform provider if the covered
13 digital labor platform provider plays no role in set-
14 ting or determining—

15 (A) the pay rate of the app-based worker;
16 and

17 (B) the amount charged to a consumer for
18 services provided by the app-based worker.

19 (d) DATA PROCESSING LIMITATIONS.—A covered
20 digital labor platform provider may not—

21 (1) use electronic monitoring, an automated de-
22 cision system, or worker data to infer immigration
23 status, political opinion, religious or philosophical be-
24 liefs, disability status, health status or history, emo-
25 tional or psychological state, sexual or gender ori-

1 entation, or union sympathy or likelihood of orga-
2 nizing or otherwise asserting rights; or

3 (2) collect an app-based worker's data other
4 than during time worked for the covered digital plat-
5 form provider.

6 (e) **LIMITING DECEPTIVE PATTERNS.**—A covered
7 digital labor platform provider may not use any platform
8 interface that contains unfair, covert, or deceptive infor-
9 mation regarding compensation, including on the eligi-
10 bility for bonuses, or that obscures or delays an app-based
11 worker's access to such information regarding compensa-
12 tion in a manner that inhibits the worker's ability to make
13 an informed decision about whether or how to perform
14 work or provide services for remuneration on or through
15 the covered digital labor platform of the covered digital
16 labor platform provider.

17 **SEC. 6. DATA PRESERVATION.**

18 (a) **IN GENERAL.**—A covered digital labor platform
19 provider and each vendor of the covered digital labor plat-
20 form provider—

21 (1) shall retain for 4 years contemporaneous
22 records of any data regarding an app-based worker
23 that is collected using an electronic monitoring tool
24 or used as an automated decision system input;

1 (2) may not sell, transfer, or disclose app-based
2 worker data collected via an electronic monitoring
3 tool or used as an automated decision system input
4 to any other entity unless the sale, transfer, or dis-
5 closure is—

6 (A) pursuant to a request from an author-
7 ized agent of an app-based worker of the cov-
8 ered digital labor platform provider regarding
9 the data of the app-based worker; or

10 (B) is otherwise required under State or
11 Federal law and the covered digital labor plat-
12 form provides notice to the app-based worker;
13 and

14 (3) shall collect, process, store, and retain all
15 data regarding an app-based worker in a manner
16 that protects the privacy of the app-based worker
17 (including protection from unauthorized access, de-
18 struction, use, modification, or disclosure) and in ac-
19 cordance with any regulation promulgated by the
20 Secretary.

21 (b) DISCLOSURE.—Except as otherwise provided
22 under section 4(a)(2)(B) with respect to a comprehensive
23 and detailed use notice, a covered digital labor platform
24 provider or vendor of the covered digital labor platform
25 provider shall provide any data retained in accordance

1 with this subsection with respect to an app-based worker
2 or an individual who was an app-based worker to the app-
3 based worker, individual, or authorized agent of the app-
4 based worker not more than 5 business days after the cov-
5 ered digital labor platform provider or vendor receives the
6 request from the app-based worker, individual, or author-
7 ized agent.

8 **SEC. 7. AUTHORIZED AGENT AUTHORITY.**

9 (a) IN GENERAL.—Pursuant to regulations issued by
10 the Secretary, an app-based worker may, in writing, au-
11 thorize a person to be the authorized agent of the app-
12 based worker for purposes of receiving any required disclo-
13 sure or notice from a covered digital labor platform pro-
14 vider under paragraphs (1), (2), (4), and (5) of section
15 4(a) or section 6(b) as if the authorized agent was the
16 app-based worker.

17 (b) TREATMENT OF AN AUTHORIZED AGENT.—

18 (1) IN GENERAL.—With respect to an app-
19 based worker who authorizes an authorized agent
20 under subsection (a), the covered digital labor plat-
21 form provider of the app-based worker shall provide
22 an additional copy of each notice or disclosure de-
23 scribed in such subsection to the authorized agent at
24 the time such notice or disclosure is due to the app-

1 based worker and upon request by the authorized
2 agent.

3 (2) INFORMATION REQUESTS.—A covered dig-
4 ital labor platform provider shall—

5 (A) provide a designated email address,
6 which is prominently displayed on its website,
7 to which an authorized agent can submit a re-
8 quest for a notice or disclosure described in
9 subsection (a); and

10 (B) provide the notice or disclosure—

11 (i) not later than 10 business days
12 after an initial request is submitted; and

13 (ii) thereafter, if applicable, at the
14 same time any such disclosure or notice
15 would otherwise be due to the app-based
16 worker.

17 (c) PRIVACY REQUIREMENTS FOR AN AUTHORIZED
18 AGENT.—An authorized agent authorized under sub-
19 section (a) may not use any personal information regard-
20 ing an app-based worker, or any other information col-
21 lected from or about the app-based worker, for any pur-
22 poses other than the purposes specified in the written au-
23 thorization of the app-based worker.

24 (d) NOTIFICATION OF SUBPOENA.—

1 (1) IN GENERAL.—An authorized agent author-
2 ized under subsection (a) may not disclose any infor-
3 mation received from a covered digital labor plat-
4 form with respect to an app-based worker to any
5 government entity unless required to do so by a sub-
6 poena or other court order compelling production of
7 such information.

8 (2) DISCLOSURE.—An authorized agent that is
9 required to produce information to a government en-
10 tity as described in paragraph (1) shall notify the
11 app-based worker who authorized the agent to re-
12 ceive such information.

13 **SEC. 8. WHISTLEBLOWER PROTECTIONS.**

14 (a) IN GENERAL.—A covered digital labor platform
15 provider may not discriminate or retaliate (including
16 through intimidation, threats, coercion, deactivation, di-
17 minishment of compensation or access to the covered dig-
18 ital labor platform or work assignments, or harassment)
19 against any app-based worker—

20 (1) for exercising, or attempting to exercise,
21 any right provided under this Act; or

22 (2) because the app-based worker (or another
23 individual acting at the request of the app-based
24 worker or an authorized agent of the app-based
25 worker) has—

1 (A) filed a written or oral complaint to the
2 covered digital labor platform provider, or a
3 Federal, State, or local government entity of a
4 violation of section 4, 5, or 6;

5 (B) instituted, caused to be instituted, or
6 otherwise participated in any inquiry or pro-
7 ceeding under or related to this Act;

8 (C) given, or is about to give, any informa-
9 tion in connection with any inquiry or pro-
10 ceeding relating to any right provided under
11 this Act; or

12 (D) testified, or is about to testify, in any
13 inquiry or proceeding relating to any right pro-
14 vided under this Act.

15 (b) REBUTTABLE PRESUMPTION.—If a covered dig-
16 ital labor platform provider takes an adverse action
17 against an app-based worker within 90 days of the app-
18 based worker engaging, or attempting to engage in, activi-
19 ties protected by subsection (a), there shall be a rebuttable
20 presumption that the adverse action is in violation of such
21 subsection.

22 **SEC. 9. ENFORCEMENT.**

23 (a) ENFORCEMENT BY THE SECRETARY.—To ensure
24 compliance with the provisions of this Act, or any regula-

1 tion or order issued under this Act, the Secretary, may
2 take the following actions:

3 (1) INVESTIGATE.—The Secretary may—

4 (A) review and analyze disclosures sub-
5 mitted under section 4(c)(1) by a covered dig-
6 ital labor platform provider and issue public re-
7 ports regarding compensation and hours by in-
8 dustry;

9 (B) collect any additional data regarding
10 the compensation, hours, and other conditions
11 and practices in any industry for which covered
12 digital labor platform providers are subject to
13 this Act;

14 (C) inspect any place or record (and make
15 such transcriptions thereof), question any app-
16 based worker, and investigate any facts, condi-
17 tions, practices, or matters as the Secretary
18 may deem necessary or appropriate to deter-
19 mine whether a covered digital labor platform
20 provider has violated any provision of this Act,
21 or which may aid in the enforcement of the pro-
22 visions of this Act; and

23 (D) make requests for information, as au-
24 thorized under paragraph (2), on a joint basis

1 with another Federal agency, a State attorney
2 general, or a State agency.

3 (2) REPORTING.—The Secretary may require,
4 by general or special orders and in addition to the
5 disclosures required in section 4(c)(1), a covered dig-
6 ital labor platform provider to file with the Sec-
7 retary, in such form as the Secretary may prescribe,
8 annual or special reports or answers in writing to
9 specific questions, furnishing to the Secretary such
10 information or records as the Secretary may require
11 as to the organization, business, conduct, practices,
12 management, and relation to other corporations,
13 partnerships, and individuals, of the covered digital
14 labor platform provider.

15 (3) ENFORCEMENT.—The Secretary shall re-
16 ceive, investigate, and attempt to resolve, any com-
17 plaints from app-based workers of violations of sec-
18 tions 4, 5, 6, and 8 in the same manner that the
19 Secretary receives, investigates, and attempts to re-
20 solve complaints of violations of sections 6 and 7 of
21 the Fair Labor Standards Act of 1938 (29 U.S.C.
22 206, 207).

23 (4) PUBLIC EDUCATION.—The Secretary shall
24 engage in public education, including on its website

1 and its outreach to stakeholders, to inform app-
2 based workers of the rights pursuant to this Act.

3 (5) LITIGATION.—The Solicitor of Labor may
4 appear for and represent the Secretary in any litiga-
5 tion brought under this subsection.

6 (6) REFERRAL FOR CRIMINAL PROCEEDINGS.—
7 If the Secretary, in the course of the performance of
8 any action or duty under this Act, obtains evidence
9 that any covered digital labor platform provider has
10 engaged in conduct that may constitute a violation
11 of Federal criminal law, the Secretary shall refer the
12 matter to the Attorney General for prosecution
13 under any applicable law. Nothing in this paragraph
14 shall affect any other authority of the Secretary to
15 disclose information.

16 (b) PRIVATE RIGHT OF ACTION.—

17 (1) IN GENERAL.—

18 (A) AFFECTED APP-BASED WORKER.—

19 Notwithstanding any action by the Secretary
20 under subsection (a)(3) or subsection (c), an
21 app-based worker may commence a civil action
22 against a covered digital labor platform pro-
23 vider or, as applicable, a vendor of the covered
24 digital labor platform provider for an alleged
25 violation of paragraph (1), (2), (3), (4) or (5)

1 of section 4(a) or section 5, 6, or 8 in any Fed-
2 eral court of competent jurisdiction.

3 (B) CONSUMER.—Notwithstanding any ac-
4 tion by the Secretary under subsection (a)(3) or
5 subsection (c), a consumer may commence a
6 civil action against any covered digital labor
7 platform provider for an alleged violation of sec-
8 tion 4(b) in any Federal court of competent ju-
9 risdiction.

10 (C) AUTHORIZED AGENT.—Notwith-
11 standing any action by the Secretary under sub-
12 section (a)(3) or subsection (c), an authorized
13 agent of an app-based worker may commence a
14 civil action against a covered digital labor plat-
15 form provider for an alleged violation of para-
16 graph (1), (2), (3), (4) or (5) of section 4(a) or
17 section 5, 6, or 8 in any Federal court of com-
18 petent jurisdiction as if the authorized agent
19 were the app-based worker.

20 (D) LABOR ORGANIZATION.—Notwith-
21 standing any action by the Secretary under sub-
22 section (a)(3) or subsection (c), a labor organi-
23 zation or a worker center that is adversely af-
24 fected by an alleged violation of paragraph (1),
25 (2), (3), (4) or (5) of section 4(a) or section 5,

1 6, or 8 or that represents an app-based worker
2 who is adversely affected by such an alleged vio-
3 lation may commence a civil action against the
4 covered digital labor platform provider or, as
5 applicable, a vendor of the covered digital labor
6 provider that violates such section in any Fed-
7 eral court of competent jurisdiction.

8 (2) RELIEF.—

9 (A) IN GENERAL.—In a civil action
10 brought under paragraph (1) in which the
11 plaintiff prevails, the court shall award—

12 (i) statutory damages in accordance
13 with the applicable provisions of subpara-
14 graph (B);

15 (ii) any actual damages sustained plus
16 an equal amount as liquidated damages;

17 (iii) reasonable attorney's fees and
18 litigation costs;

19 (iv) appropriate equitable relief; and

20 (v) appropriate injunctive relief.

21 (B) STATUTORY DAMAGES.—Subject to
22 subparagraph (D), statutory damages under
23 this subparagraph shall be the following:

24 (i) FAILURE TO MAKE PROPER DIS-
25 CLOSURES.—

1 (I) TIMELINESS OF NOTICES.—

2 For any violation of paragraph (1),
3 (2), or (3) of section 4(a)—

4 (aa) an amount that is not
5 less than \$20,000 per failure to
6 provide a notice required under
7 such paragraph; or

8 (bb) an amount that is not
9 less than \$5,000 per failure to
10 provide a notice required under
11 such paragraph in, as determined
12 through regulation by the Sec-
13 retary, a timely manner.

14 (II) FORMAT OF NOTICES.—For
15 any violation of section 4(a)(6), an
16 amount that is not less than \$1,000
17 per violation.

18 (III) RECEIPTS, PAY STATE-
19 MENTS, AND INDIVIDUALIZED ALGO-
20 RITHMIC WAGE SETTING.—For any
21 violation of paragraph (4) or (5) of
22 section 4(a) or section 5(c), an
23 amount that is not less than \$5,000
24 per violation.

1 (IV) CONSUMER NOTICE.—For
2 any violation of section 4(b), an
3 amount that is not less than \$2,000
4 per violation.

5 (V) QUARTERLY REPORTING AND
6 PUBLICATION.—For any violation of
7 paragraph (1) or paragraph (2)(A)
8 section 4(c), an amount that is not
9 less than \$20,000 per violation.

10 (ii) VIOLATIONS OF TAKE RATE
11 CAPS.—For any violation of paragraph (1)
12 or (2) of section 5(a) with respect to an
13 app-based worker, an amount that is the
14 greater of—

15 (I) an amount that is 4 times the
16 difference between the maximum per-
17 missible take rate under such section
18 and the amount actually paid to the
19 app-based worker; or

20 (II) \$20,000 per violation.

21 (iii) DATA PRESERVATION VIOLA-
22 TIONS.—For any violation of section 6, an
23 amount that is not less than \$20,000 per
24 violation.

1 (iv) WHISTLEBLOWER VIOLATIONS.—

2 For any violation of section 8, an amount
3 that is not less than \$25,000 per violation.

4 (C) TEMPORARY WHISTLEBLOWER RE-
5 LIEF.—In addition to relief for a prevailing
6 party under subparagraph (A), a court may
7 award punitive damages and temporary injunc-
8 tive relief while a case is pending, including re-
9 instatement. All relief is available to a pre-
10 vailing whistleblower plaintiff regardless of
11 whether the plaintiff is authorized to work in
12 the United States.

13 (D) ADJUSTMENT OF STATUTORY DAM-
14 AGES.—The Secretary, not later than Sep-
15 tember 1 of each calendar year, shall adjust the
16 dollar amounts referred to in subparagraph (B)
17 by the percent increase, if any, in the consumer
18 price index for all urban consumers (United
19 States city average), or a successor index, as
20 determined by the Bureau of Labor Statistics,
21 or a successor agency, for the most recent 12-
22 month period for which data is available.

23 (E) JOINT AND SEVERAL LIABILITY.—In a
24 civil action brought under this subsection
25 against a covered digital labor platform pro-

1 vider and a vendor of the covered digital labor
2 platform provider for a violation of section 6 in
3 which the plaintiff prevails, the covered digital
4 labor platform provider and the vendor shall be
5 jointly and severally liable for the violation.

6 (c) CIVIL MONETARY PENALTIES.—

7 (1) IN GENERAL.—Subject to paragraph (2),
8 the Secretary may impose a penalty on any covered
9 digital labor platform provider that violates any pro-
10 vision of this Act in an amount that is—

11 (A) not less than \$25,000 for any viola-
12 tion;

13 (B) not less than \$50,000 for any violation
14 that occurs not more than 2 years after another
15 such violation; or

16 (C) not less than \$100,000 for any willful
17 violation.

18 (2) AMOUNT DETERMINATION.—In determining
19 the amount of any penalty under this subsection, the
20 Secretary may consider the appropriateness of such
21 penalty to the size of the business charged, the grav-
22 ity of the violation, and whether the amount is suffi-
23 cient to deter future violations.

24 (3) USE OF AMOUNTS.—

1 (A) ESTABLISHMENT OF FUND.—There is
2 established in the Treasury of the United
3 States a fund to be known as the Covered Dig-
4 ital Labor Platform Investigation Fund (re-
5 ferred to in this paragraph as the “Fund”).

6 (B) DEPOSIT.—Any amount collected as a
7 penalty under this subsection shall be deposited
8 into the Fund.

9 (C) USE OF FUNDS.—Amounts in the
10 Fund shall be available to the Secretary, with-
11 out fiscal year limitation and without further
12 appropriation for purposes of reimbursement of
13 any costs of investigating violations of this Act,
14 determining whether any such violations oc-
15 curred, and collecting penalties under this sec-
16 tion.

17 **SEC. 10. RULE OF CONSTRUCTION.**

18 For purposes of this Act, the use of an electronic
19 monitoring tool or automated decision system by a covered
20 digital labor platform provider includes the use of such
21 an electronic monitoring tool or automated decision sys-
22 tem by a vendor or other third party acting on behalf of
23 the covered digital labor platform provider.

1 **SEC. 11. REGULATIONS.**

2 Not later than 180 days after the date of enactment
3 of this Act, the Secretary shall issue regulations that—

4 (1) define and delimit any undefined term used
5 in this Act, including by providing, as determined
6 necessary by the Secretary, examples of the applica-
7 tion of the term to different app-based occupations;

8 (2) further clarify, define, or delimit any term
9 that is defined in this Act (including the terms sub-
10 stantially impacts, aggregated app-based worker
11 data, data, take rate, time on task, and time
12 worked), including by providing, as determined nec-
13 essary by the Secretary, examples of the application
14 of the term to different app-based occupations; and

15 (3) provide for industry- or occupation-specific
16 rules, as determined necessary by the Secretary.

17 **SEC. 12. LIMITATION OF JUDICIAL REVIEW OF REGULA-**
18 **TIONS.**

19 (a) IN GENERAL.—Congress delegates to the Sec-
20 retary the authority, in issuing any regulation under or
21 with respect to this Act, to interpret the provisions of this
22 Act. A court engaged in judicial review of those provisions,
23 including judicial review under section 706 of title 5,
24 United States Code, shall only determine whether the
25 agency’s interpretation is based on a reasonable or permis-
26 sible construction of this Act.

1 (b) STANDARDS FOR JUDICIAL REVIEW RELATED TO
2 REGULATIONS.—For any action brought for declaratory
3 or injunctive relief to challenge, whether facially or as-ap-
4 plied, the constitutionality or lawfulness of any rule or reg-
5 ulation promulgated under this Act—

6 (1) such an action may be brought not more
7 than 3 years after the date that the rule or regula-
8 tion was promulgated; and

9 (2) such an action shall be filed in the United
10 States District Court for the District of Columbia.

11 **SEC. 13. RELATION TO OTHER LAWS.**

12 (a) IN GENERAL.—

13 (1) PRESERVATION OF STATE POWERS.—This
14 Act shall not be construed as preempting, altering,
15 limiting, or affecting the power or authority of a
16 State to enact, adopt, or enforce any State law that
17 provides the same or greater protections to app-
18 based workers or consumers as the requirements
19 under this Act.

20 (2) NO SAFE HARBOR.—This Act shall not be
21 construed to permit noncompliance with any Fed-
22 eral, State, or local law that establishes require-
23 ments regarding minimum wages or maximum work
24 hours or nondiscrimination in the workplace.

1 (3) ARBITRATION AGREEMENTS.—Notwith-
2 standing chapter 1 of title 9, United States Code
3 (commonly known as the “Federal Arbitration
4 Act”), or any other provision of law, a predispute ar-
5 bitration agreement or predispute joint-action waiver
6 between an app-based worker and a covered digital
7 labor platform provider shall not be valid or enforce-
8 able.

9 (4) NON-DISCLOSURE AGREEMENTS.—Any con-
10 fidentiality agreement or other contract provision
11 that prohibits the disclosure of information by a
12 party to the contract between an app-based worker
13 and a covered digital labor platform provider shall
14 not be valid or enforceable.

15 (5) NO WAIVER.—The rights and remedies in
16 this Act may not be waived by any agreement, pol-
17 icy, form, or condition of work.

18 (b) FAIR LABOR STANDARDS ACT.—

19 (1) IN GENERAL.—This Act shall not be con-
20 strued as exempting a covered digital labor platform
21 provider from applicable requirements under the
22 Fair Labor Standards Act of 1938 (29 U.S.C. 201
23 et seq.) or regulations issued pursuant to such Act.

24 (2) RECORDKEEPING.—This Act shall not be
25 construed to alter, limit, or affect the power to in-

1 vestigate and gather data regarding the wages,
2 hours, and other conditions and employment prac-
3 tices under the Fair Labor Standards Act of 1938
4 (29 U.S.C. 201 et seq.), to excuse noncompliance
5 with any recordkeeping requirements under such
6 Act, or to limit authorized collaboration with State
7 or local agencies or the power to issue homework
8 regulations as established under such Act.

9 **SEC. 14. FLEXIBILITY.**

10 This Act shall not be construed to require, or to pro-
11 vide justification for, a covered digital labor platform pro-
12 vider altering or amending any policy, procedure, or sys-
13 tem in a manner that has the effect of decreasing, lim-
14 iting, or impeding the scheduling flexibility or access to
15 work of an app-based worker.

16 **SEC. 15. SEVERABILITY.**

17 If any provision of this Act, or the application of such
18 provision to any person or circumstance is held to be un-
19 constitutional, the remainder of the provisions of this Act
20 and the application of such provisions to any other person
21 or circumstance shall not be affected.