

1.1 Senator moves to amend S.F. No. 2219 as follows:

1.2 Delete everything after the enacting clause and insert:

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

1.4 Subdivision 1. **Investigate offenses against provisions of certain designated sections;**
 1.5 **assist in enforcement.** The attorney general shall investigate violations of the law of this
 1.6 state respecting unfair, discriminatory, and other unlawful practices in business, commerce,
 1.7 or trade, and specifically, but not exclusively, the Nonprofit Corporation Act (sections
 1.8 317A.001 to 317A.909), the Act Against Unfair Discrimination and Competition (sections
 1.9 325D.01 to 325D.07), the Unlawful Trade Practices Act (sections 325D.09 to 325D.16),
 1.10 the Antitrust Act (sections 325D.49 to 325D.66), section 325F.67 and other laws against
 1.11 false or fraudulent advertising, the antidiscrimination acts contained in section 325D.67,
 1.12 the act against monopolization of food products (section 325D.68), the act regulating
 1.13 telephone advertising services (section 325E.39), the Prevention of Consumer Fraud Act
 1.14 (sections 325F.68 to 325F.70), the act regulating price gouging (section 325E.80), and
 1.15 chapter 53A regulating currency exchanges and assist in the enforcement of those laws as
 1.16 in this section provided.

1.17 Sec. 2. Minnesota Statutes 2022, section 47.0153, subdivision 1, is amended to read:

1.18 Subdivision 1. **Emergency closings.** When the officers of a financial institution are of
 1.19 the opinion that an emergency exists, or is impending, which affects, or may affect, a
 1.20 financial institution's offices, they shall have the authority, in the reasonable exercise of
 1.21 their discretion, to determine not to open any of its offices on any business day or, if having
 1.22 opened, to close an office during the continuation of the emergency, even if the commissioner
 1.23 does not issue a proclamation of emergency. The office closed shall remain closed until the
 1.24 time that the officers determine the emergency has ended, and for the further time reasonably
 1.25 necessary to reopen. No financial institution office shall remain closed for more than 48
 1.26 consecutive hours in a Monday through Friday period, excluding other legal holidays,
 1.27 without the prior approval of the commissioner.

1.28 Sec. 3. Minnesota Statutes 2022, section 53C.01, is amended by adding a subdivision to
1.29 read:

1.30 Subd. 4a. **Global positioning system starter interrupt device.** "Global positioning
 1.31 system starter interrupt device" or "GPS starter interrupt device" means a device installed
 1.32 on a motor vehicle by a motor vehicle dealer that enables an individual who is not in

2.1 possession of the motor vehicle to remotely disable the motor vehicle's ignition. GPS starter
2.2 interrupt device includes a device commonly referred to as a fuel or ignition kill switch.

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

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

2.5 (1) a vehicle alarm system;

2.6 (2) a window etch product;

2.7 (3) a body part marking product;

2.8 (4) a steering lock; or

2.9 (5) a pedal or ignition lock; ~~or~~

2.10 ~~(6) a fuel or ignition kill switch.~~

2.11 Sec. 5. Minnesota Statutes 2022, section 53C.08, subdivision 1a, is amended to read:

2.12 Subd. 1a. **Disclosures required.** Prior to the execution of a retail installment contract,
2.13 the seller shall provide to a buyer, and obtain the buyer's signature on, a written disclosure
2.14 that sets forth the following information:

2.15 (1) a description and the total price of all items sold in the following categories if the
2.16 contract includes a charge for the item:

2.17 (i) a service contract;

2.18 (ii) an insurance product;

2.19 (iii) a debt cancellation agreement;

2.20 (iv) a theft deterrent device; or

2.21 (v) a surface protection product;

2.22 (2) if a GPS starter interrupt device is installed on the motor vehicle, regardless of
2.23 whether the contract includes a charge for the GPS starter interrupt device;

2.24 (3) the amount that would be calculated under the contract as the regular installment
2.25 payment if charges for the items referenced under clause (1) are not included in the contract;

2.26 ~~(3)~~ (4) the amount that would be calculated under the contract as the regular installment
2.27 payment if charges for the items referenced under clause (1) are included in the contract;

2.28 and

3.1 ~~(4)~~(5) the disclosures required under this subdivision must be in at least ten-point type
3.2 and must be contained in a single document that is separate from the retail installment
3.3 contract and any other vehicle purchase documents.

3.4 Sec. 6. **[58.20] DEFINITIONS.**

3.5 Subdivision 1. **Scope.** For purposes of this section to section 58.23, the terms defined
3.6 in this section have the meanings given.

3.7 Subd. 2. **Allowable assets for liquidity.** "Allowable assets for liquidity" means assets
3.8 that may be used to satisfy the liquidity requirements under section 58.22, including:

3.9 (1) unrestricted cash and cash equivalents; and

3.10 (2) unencumbered investment grade assets held for sale or trade, including agency
3.11 mortgage-backed securities, obligations of government-sponsored enterprises, and United
3.12 States Treasury obligations.

3.13 Subd. 3. **Board of directors.** "Board of directors" means the formal body established
3.14 by a covered institution that is responsible for corporate governance and compliance with
3.15 sections 58.21 to 58.23.

3.16 Subd. 4. **Corporate governance.** "Corporate governance" means the structure of the
3.17 covered institution and how the covered institution is managed, including the corporate
3.18 rules, policies, processes, and practices used to oversee and manage the covered institution.

3.19 Subd. 5. **Covered institution.** "Covered institution" means a mortgage servicer that
3.20 services or subservices for others at least 2,000 or more residential mortgage loans in the
3.21 United States, excluding whole loans owned, and loans being interim serviced prior to sale
3.22 as of the most recent calendar year end, reported on the NMLS mortgage call report.

3.23 Subd. 6. **External audit.** "External audit" means the formal report, prepared by an
3.24 independent certified public accountant, expressing an opinion on whether the financial
3.25 statements are:

3.26 (1) presented fairly, in all material aspects, in accordance with the applicable financial
3.27 reporting framework; and

3.28 (2) inclusive of an evaluation of the adequacy of a company's internal control structure.

3.29 Subd. 7. **Government-sponsored enterprises.** "Government-sponsored enterprises"
3.30 means the Federal National Mortgage Association, and the Federal Home Loan Mortgage
3.31 Corporation.

4.1 Subd. 8. **Interim serviced prior to sale.** "Interim serviced prior to sale" means the
4.2 collection of a limited number of contractual mortgage payments immediately after
4.3 origination on loans held for sale but no longer than a period of ninety days prior to the
4.4 loans being sold into the secondary market.

4.5 Subd. 9. **Internal audit.** "Internal audit" means the internal activity of performing
4.6 independent and objective assurance and consulting to evaluate and improve the effectiveness
4.7 of company operations, risk management, internal controls, and governance processes.

4.8 Subd. 10. **Mortgage-backed security.** "Mortgage-backed security" means a financial
4.9 instrument, often debt securities, collateralized by residential mortgages.

4.10 Subd. 11. **Mortgage call report.** "Mortgage call report" means the quarterly or annual
4.11 report of residential real estate loan origination, servicing, and financial information
4.12 completed by companies licensed in NMLS.

4.13 Subd. 12. **Mortgage servicing rights.** "Mortgage servicing rights" means the contractual
4.14 right to service a residential mortgage loan on behalf of the owner of the associated mortgage
4.15 in exchange for compensation specified in the servicing contract.

4.16 Subd. 13. **Mortgage servicing rights investor.** "Mortgage servicing rights investor" or
4.17 "master servicer" means an entity that (1) invests in and owns mortgage servicing rights;
4.18 and (2) relies on subservicers to administer the loans on the mortgage servicing rights
4.19 investor's behalf.

4.20 Subd. 14. **Nationwide Multistate Licensing System.** "Nationwide Multistate Licensing
4.21 System" or "NMLS" has the meaning given in section 58A.02, subdivision 8.

4.22 Subd. 15. **Operating liquidity.** "Operating liquidity" means the money necessary for
4.23 an entity to perform normal business operations, including payment of rent, salaries, interest
4.24 expenses, and other typical expenses associated with operating the entity.

4.25 Subd. 16. **Residential mortgage loans serviced.** "Residential mortgage loans serviced"
4.26 means the specific portfolio or portfolios of residential mortgage loans for which a licensee
4.27 is contractually responsible to the owner or owners of the mortgage loans for the defined
4.28 servicing activities.

4.29 Subd. 17. **Reverse mortgage.** "Reverse mortgage" has the meaning given in section
4.30 47.58, subdivision 1, paragraph (a).

4.31 Subd. 18. **Risk management assessment.** "Risk management assessment" means the
4.32 functional evaluations performed under the risk management program and the reports
4.33 provided to the board of directors under the relevant governance protocol.

5.1 Subd. 19. **Risk management program.** "Risk management program" means the policies
5.2 and procedures designed to identify, measure, monitor, and mitigate risk commensurate
5.3 with the covered institution's size and complexity.

5.4 Subd. 20. **Servicer.** "Servicer" has the meaning given in section 58.02, subdivision 20.

5.5 Subd. 21. **Servicing liquidity.** "Servicing liquidity" or "liquidity" means the financial
5.6 resources necessary to manage liquidity risk arising from servicing functions required in
5.7 acquiring and financing mortgage servicing rights; hedging costs, including margin calls,
5.8 associated with the mortgage servicing rights asset and financing facilities; and advances
5.9 or costs of advance financing for principal, interest, taxes, insurance, and any other servicing
5.10 related advances.

5.11 Subd. 22. **Subservicer.** "Subservicer" means the entity performing routine administration
5.12 of residential mortgage loans as the agent of a servicer or mortgage servicing rights investor
5.13 under the terms of a subservicing contract.

5.14 Subd. 23. **Subservicing for others.** "Subservicing for others" means the contractual
5.15 activities performed by subservicers on behalf of a servicer or mortgage servicing rights
5.16 investor.

5.17 Subd. 24. **Tangible net worth.** "Tangible net worth" means total equity less receivables
5.18 due from related entities, less goodwill and other intangibles, less pledged assets.

5.19 Subd. 25. **Whole loans.** "Whole loans" means a loan where a mortgage and the underlying
5.20 credit risk is owned and held on a balance sheet of the entity possessing all ownership rights.

5.21 **Sec. 7. [58.21] APPLICABILITY; EXCLUSIONS.**

5.22 Subdivision 1. **Applicability.** Sections 58.20 to 58.23 apply to covered institutions. For
5.23 entities within a holding company or an affiliated group of companies, sections 58.20 to
5.24 58.23 apply at the covered institution level.

5.25 Subd. 2. **Exclusions.** (a) Sections 58.20 to 58.23 do not apply to (1) persons exempt
5.26 from licensing under section 58.04 and 58.05; and (2) an institution of the Farm Credit
5.27 System established and authorized in accordance with the Farm Credit Act of 1971, as
5.28 amended, United States Code, title 12, section 2001, et seq.

5.29 (b) Section 58.22 does not apply to (1) servicers that solely own or conduct reverse
5.30 mortgage servicing; or (2) the reverse mortgage portfolio administered by a covered
5.31 institution.

6.1 Sec. 8. **[58.22] FINANCIAL CONDITION.**

6.2 Subdivision 1. **Compliance required.** A covered institution must maintain capital and
6.3 liquidity in compliance with this section.

6.4 Subd. 2. **Generally accepted accounting principles.** For the purposes of complying
6.5 with the capital and liquidity requirements of this section, all financial data must be
6.6 determined in accordance with generally accepted accounting principles.

6.7 Subd. 3. **Federal Housing Finance Agency eligibility requirements; policies and**
6.8 **procedures.** (a) A covered institution that meets the Federal Housing Finance Agency
6.9 eligibility requirements for enterprise single-family sellers and servicers with respect to
6.10 capital, net worth ratio, and liquidity meets the requirements of subdivisions 1 and 2,
6.11 regardless of whether the servicer is approved for government-sponsored enterprise servicing.

6.12 (b) A covered institution must maintain written policies and procedures that implement
6.13 the capital and servicing liquidity requirements of this section. The policies and procedures
6.14 implemented pursuant to this paragraph must include a sustainable written methodology to
6.15 satisfy the requirements of paragraph (a) and must be made available to the commissioner
6.16 upon request.

6.17 Subd. 4. **Operating liquidity.** (a) A covered institution must maintain sufficient allowable
6.18 assets for liquidity, in addition to the amounts required for servicing liquidity, to cover
6.19 normal business operations.

6.20 (b) Covered institutions must have sound cash management and business operating plans
6.21 that (1) match the complexity of the institution; and (2) ensure normal business operations.

6.22 (c) Management must develop, establish, and implement plans, policies, and procedures
6.23 to maintain operating liquidity sufficient for the ongoing needs of the covered institution.
6.24 Plans, policies, and procedures implemented pursuant to this paragraph must contain
6.25 sustainable, written methodologies to maintain sufficient operating liquidity and must be
6.26 made available to the commissioner upon request.

6.27 Sec. 9. **[58.23] CORPORATE GOVERNANCE.**

6.28 Subdivision 1. **Board of directors required.** A covered institution must establish and
6.29 maintain a board of directors that is responsible for oversight of the covered institution.

6.30 Subd. 2. **Board of directors; alternative.** If a covered institution has not received
6.31 approval to service loans by a government-sponsored enterprise or the Government National
6.32 Mortgage Association, or if a government-sponsored enterprise or the Government National

7.1 Mortgage Association has granted approval for a board of directors alternative, the covered
7.2 institution may establish a similar body constituted to exercise oversight and fulfill the
7.3 responsibilities specified under subdivision 3.

7.4 Subd. 3. **Board of directors; responsibilities.** The board of directors must:

7.5 (1) establish a written corporate governance framework, including appropriate internal
7.6 controls designed to monitor corporate governance and assess compliance with the corporate
7.7 governance framework, and must make the corporate governance framework available to
7.8 the commissioner upon request;

7.9 (2) monitor and ensure the covered institution complies with (i) the corporate governance
7.10 framework; and (ii) sections 58.20 to this section; and

7.11 (3) perform accurate and timely regulatory reporting, including filing the mortgage call
7.12 report.

7.13 Subd. 4. **Internal audit.** The board of directors must establish internal audit requirements
7.14 that (1) are appropriate for the size, complexity, and risk profile of the servicer; and (2)
7.15 ensure appropriate independence to provide a reliable evaluation of the servicer's internal
7.16 control structure, risk management, and governance. The board-established internal audit
7.17 requirements and the results of internal audits must be made available to the commissioner
7.18 upon request.

7.19 Subd. 5. **External audit.** (a) A covered institution must receive an external audit,
7.20 including audited financial statements and audit reports, that is conducted by an independent
7.21 public accountant annually. The external audit must be made available to the commissioner
7.22 upon request.

7.23 (b) The external audit must include, at a minimum:

7.24 (1) annual financial statements, including (i) a balance sheet; (ii) a statement of operations
7.25 and income statement; and (iii) cash flows, including notes and supplemental schedules
7.26 prepared in accordance with generally accepted accounting principles;

7.27 (2) an assessment of the internal control structure;

7.28 (3) a computation of tangible net worth;

7.29 (4) validation of mortgage servicing rights valuation and reserve methodology, if
7.30 applicable;

7.31 (5) verification of adequate fidelity and errors and omissions insurance; and

8.1 (6) testing of controls related to risk management activities, including compliance and
8.2 stress testing, if applicable.

8.3 Subd. 6. Risk management. (a) Under oversight by the board of directors, a covered
8.4 institution must establish a risk management program that identifies, measures, monitors,
8.5 and controls risk commensurate with the covered institution's size and complexity. The risk
8.6 management program must have appropriate processes and models in place to measure,
8.7 monitor, and mitigate financial risks and changes to the servicer's risk profile and assets
8.8 being serviced.

8.9 (b) The size and risk management program must be scaled to the size and complexity
8.10 of the organization, including but not limited to:

8.11 (1) the potential that a borrower or counterparty fails to perform on an obligation;

8.12 (2) the potential that the servicer (i) is unable to meet the servicer's obligations as the
8.13 obligations come due as a result of an inability to liquidate assets or obtain adequate funding;
8.14 or (ii) cannot easily unwind or offset specific exposures;

8.15 (3) the risk resulting from (i) inadequate or failed internal processes, people, and systems;
8.16 or (ii) external events;

8.17 (4) the risk to the servicer's condition resulting from adverse movements in market rates
8.18 or prices;

8.19 (5) the risk of regulatory sanctions, fines, penalties, or losses resulting from the failure
8.20 to comply with laws, rules, regulations, or other supervisory requirements that apply to the
8.21 servicer;

8.22 (6) the potential that legal proceedings against the institution resulting in unenforceable
8.23 contracts, lawsuits, legal sanctions, or adverse judgments can disrupt or otherwise negatively
8.24 affect the servicer's operations or condition; and

8.25 (7) the risk to earnings and capital arising from negative publicity regarding the servicer's
8.26 business practices.

8.27 Subd. 7. Risk management assessment. A covered institution must conduct a risk
8.28 management assessment on an annual basis. The risk management assessment must conclude
8.29 with a formal report to the board of directors and must be made available to the commissioner
8.30 upon request. A covered institution must maintain evidence of risk management activities
8.31 throughout the year and must include the evidence of risk management activities as part of
8.32 the report. The risk management assessment must include issue findings and the response
8.33 or action taken to address the issue findings.

9.1 Sec. 10. Minnesota Statutes 2022, section 61A.031, is amended to read:

9.2 **61A.031 SUICIDE PROVISIONS.**

9.3 (a) The sanity or insanity of a person shall not be a factor in determining whether a
9.4 person committed suicide within the terms of an individual or group life insurance policy
9.5 regulating the payment of benefits in the event of the insured's suicide. This ~~section~~ paragraph
9.6 shall not be construed to alter present law but is intended to clarify present law.

9.7 (b) A life insurance policy or certificate issued or delivered in this state may exclude or
9.8 restrict liability for any death benefit in the event the insured dies as a result of suicide
9.9 within one year from the date of the issue of the policy or certificate. Any exclusion or
9.10 restriction shall be clearly stated in the policy or certificate. Any life insurance policy or
9.11 certificate which contains any exclusion or restriction under this paragraph shall also provide
9.12 that in the event any death benefit is denied because the insured dies as a result of suicide
9.13 within one year from the date of issue of the policy or certificate, the insurer shall refund
9.14 all premiums paid for coverage providing the denied death benefit on the insured.

9.15 **EFFECTIVE DATE.** This section is effective January 1, 2024, and applies to policies
9.16 issued on or after that date.

9.17 Sec. 11. Minnesota Statutes 2022, section 61A.60, subdivision 3, is amended to read:

9.18 Subd. 3. **Definitions.** The following definitions must appear on the back of the notice
9.19 forms provided in subdivisions 1 and 2:

9.20 **DEFINITIONS**

9.21 **PREMIUMS:** Premiums are the payments you make in exchange for an insurance policy
9.22 or annuity contract. They are unlike deposits in a savings or investment program, because
9.23 if you drop the policy or contract, you might get back less than you paid in.

9.24 **CASH SURRENDER VALUE:** This is the amount of money you can get in cash if you
9.25 surrender your life insurance policy or annuity. If there is a policy loan, the cash surrender
9.26 value is the difference between the cash value printed in the policy and the loan value. Not
9.27 all policies have cash surrender values.

9.28 **LAPSE:** A life insurance policy may lapse when you do not pay the premiums within
9.29 the grace period. If you had a cash surrender value, the insurer might change your policy
9.30 to as much extended term insurance or paid-up insurance as the cash surrender value will
9.31 buy. Sometimes the policy lets the insurer borrow from the cash surrender value to pay the
9.32 premiums.

10.1 SURRENDER: You surrender a life insurance policy when you either let it lapse or tell
10.2 the company you want to drop it. Whenever a policy has a cash surrender value, you can
10.3 get it in cash if you return the policy to the company with a written request. Most insurers
10.4 will also let you exchange the cash value of the policy for paid-up or extended term insurance.

10.5 CONVERT TO PAID-UP INSURANCE: This means you use your cash surrender value
10.6 to change your insurance to a paid-up policy with the same insurer. The death benefit
10.7 generally will be lower than under the old policy, but you will not have to pay any more
10.8 premiums.

10.9 PLACE ON EXTENDED TERM: This means you use your cash surrender value to
10.10 change your insurance to term insurance with the same insurer. In this case, the net death
10.11 benefit will be the same as before. However, you will only be covered for a specified period
10.12 of time stated in the policy.

10.13 BORROW POLICY LOAN VALUES: If your life insurance policy has a cash surrender
10.14 value, you can almost always borrow all or part of it from the insurer. Interest will be charged
10.15 according to the terms of the policy, and if the loan with unpaid interest ever exceeds the
10.16 cash surrender value, your policy will be surrendered. If you die, the amount of the loan
10.17 and any unpaid interest due will be subtracted from the death benefits.

10.18 EVIDENCE OF INSURABILITY: This means proof that you are an acceptable risk.
10.19 You have to meet the insurer's standards regarding age, health, occupation, etc., to be eligible
10.20 for coverage.

10.21 INCONTESTABLE CLAUSE: This says that after two years, depending on the policy
10.22 or insurer, the life insurer will not resist a claim because you made a false or incomplete
10.23 statement when you applied for the policy. For the early years, though, if there are wrong
10.24 answers on the application and the insurer finds out about them, the insurer can deny a claim
10.25 as if the policy had never existed.

10.26 SUICIDE CLAUSE: This says that if you ~~commit~~ complete suicide after being insured
10.27 for less than ~~two years~~ one year, depending on the policy and insurer, your beneficiaries
10.28 will receive only a refund of the premiums that were paid.

10.29 EFFECTIVE DATE. This section is effective January 1, 2024, and applies to policies
10.30 issued on or after that date.

11.1 Sec. 12. Minnesota Statutes 2022, section 62Q.735, subdivision 1, is amended to read:

11.2 Subdivision 1. **Contract disclosure.** (a) Before requiring a health care provider to sign
11.3 a contract, a health plan company shall give to the provider a complete copy of the proposed
11.4 contract, including:

11.5 (1) all attachments and exhibits;

11.6 (2) operating manuals;

11.7 (3) a general description of the health plan company's health service coding guidelines
11.8 and requirement for procedures and diagnoses with modifiers, and multiple procedures; and

11.9 (4) all guidelines and treatment parameters incorporated or referenced in the contract.

11.10 (b) The health plan company shall make available to the provider the fee schedule or a
11.11 method or process that allows the provider to determine the fee schedule for each health
11.12 care service to be provided under the contract.

11.13 (c) ~~Notwithstanding paragraph (b), a health plan company that is a dental plan~~
11.14 ~~organization, as defined in section 62Q.76, shall disclose information related to the individual~~
11.15 ~~contracted provider's expected reimbursement from the dental plan organization.~~ Nothing
11.16 in this section requires a dental plan organization to disclose the plan's aggregate maximum
11.17 allowable fee table used to determine other providers' fees. The contracted provider must
11.18 not release this information in any way that would violate any state or federal antitrust law.

11.19 Sec. 13. Minnesota Statutes 2022, section 62Q.735, subdivision 5, is amended to read:

11.20 Subd. 5. **Fee schedules.** (a) A health plan company shall provide, upon request, any
11.21 additional fees or fee schedules relevant to the particular provider's practice beyond those
11.22 provided with the renewal documents for the next contract year to all participating providers,
11.23 excluding claims paid under the pharmacy benefit. Health plan companies may fulfill the
11.24 requirements of this section by making the full fee schedules available through a secure
11.25 web portal for contracted providers.

11.26 (b) ~~A dental organization may satisfy paragraph (a) by complying with section 62Q.735,~~
11.27 ~~subdivision 1, paragraph (c).~~

11.28 Sec. 14. Minnesota Statutes 2022, section 62Q.76, is amended by adding a subdivision to
11.29 read:

11.30 Subd. 9. **Third party.** "Third party" means a person or entity that enters into a contract
11.31 with a dental organization or with another third party to gain access to the dental care services

12.1 or contractual discounts under a dental provider contract. Third party does not include an
12.2 enrollee of a dental organization or an employer or other group for whom the dental
12.3 organization provides administrative services.

12.4 **EFFECTIVE DATE.** This section is effective January 1, 2024, and applies to dental
12.5 plans and dental provider agreements offered, issued, or renewed on or after that date.

12.6 Sec. 15. Minnesota Statutes 2022, section 62Q.78, is amended by adding a subdivision to
12.7 read:

12.8 Subd. 7. **Method of payments.** A dental provider contract must include a method of
12.9 payment for dental care services in which no fees associated with the method of payment,
12.10 including credit card fees and fees related to payment in the form of digital or virtual
12.11 currency, are incurred by the dentist or dental clinic. Any fees that may be incurred from a
12.12 payment must be disclosed to a dentist prior to entering into or renewing a dental provider
12.13 contract. For purposes of this section, fees related to a provider's electronic claims processing
12.14 vendor, financial institution, or other vendor used by a provider to facilitate the submission
12.15 of claims are excluded.

12.16 Sec. 16. Minnesota Statutes 2022, section 62Q.78, is amended by adding a subdivision to
12.17 read:

12.18 Subd. 8. **Network leasing.** (a) A dental organization may grant a third party access to
12.19 a dental provider contract or a provider's dental care services or contractual discounts
12.20 provided pursuant to a dental provider contract if, at the time the dental provider contract
12.21 is entered into or renewed, the dental organization allows a dentist to choose not to participate
12.22 in third-party access to the dental provider contract, without any penalty to the dentist. The
12.23 third-party access provision of the dental provider contract must be clearly identified. A
12.24 dental organization must not grant a third party access to the dental provider contract of any
12.25 dentist who does not participate in third-party access to the dental provider contract.

12.26 (b) Notwithstanding paragraph (a), if a dental organization exists solely for the purpose
12.27 of recruiting dentists for dental provider contracts that establish a network to be leased to
12.28 third parties, the dentist waives the right to choose whether to participate in third-party
12.29 access.

12.30 (c) A dental organization may grant a third party access to a dental provider contract,
12.31 or a dentist's dental care services or contractual discounts under a dental provider contract,
12.32 if the following requirements are met:

13.1 (1) the dental organization lists all third parties that may have access to the dental provider
13.2 contract on the dental organization's website, which must be updated at least once every 90
13.3 days;

13.4 (2) the dental provider contract states that the dental organization may enter into an
13.5 agreement with a third party that would allow the third party to obtain the dental
13.6 organization's rights and responsibilities as if the third party were the dental organization,
13.7 and the dentist chose to participate in third-party access at the time the dental provider
13.8 contract was entered into; and

13.9 (3) the third party accessing the dental provider contract agrees to comply with all
13.10 applicable terms of the dental provider contract.

13.11 (d) A dentist is not bound by and is not required to perform dental care services under
13.12 a dental provider contract granted to a third party in violation of this section.

13.13 (e) This subdivision does not apply when:

13.14 (1) the dental provider contract is for dental services provided under a public health plan
13.15 program, including but not limited to medical assistance, MinnesotaCare, Medicare, or
13.16 Medicare Advantage; or

13.17 (2) access to a dental provider contract is granted to a dental organization, an entity
13.18 operating in accordance with the same brand licensee program as the dental organization
13.19 or other entity, or to an entity that is an affiliate of the dental organization, provided the
13.20 entity agrees to substantially similar terms and conditions as the originating dental provider
13.21 contract between the dental organization and the dentist or dental clinic. A list of the dental
13.22 organization's affiliates must be posted on the dental organization's website.

13.23 Sec. 17. Minnesota Statutes 2022, section 65B.49, is amended by adding a subdivision to
13.24 read:

13.25 Subd. 10. **Time limitations.** (a) Unless expressly provided for in this chapter, a plan of
13.26 reparation security must conform to the six-year time limitation provided under section
13.27 541.05, subdivision 1, clause (1).

13.28 (b) The time limitation for commencing a cause of action relating to underinsured motorist
13.29 coverage under section 65B.49, subdivision 3a, is four years from the date of accrual.

13.30 **EFFECTIVE DATE.** This section is effective on August 1, 2023, and applies to contracts
13.31 issued or renewed on or after that date.

14.1 Sec. 18. Minnesota Statutes 2022, section 80A.50, is amended to read:

14.2 **80A.50 SECTION 302; FEDERAL COVERED SECURITIES; SMALL**
14.3 **CORPORATE OFFERING REGISTRATION.**

14.4 (a) **Federal covered securities.**

14.5 (1) **Required filing of records.** With respect to a federal covered security, as defined
14.6 in Section 18(b)(2) of the Securities Act of 1933 (15 U.S.C. Section 77r(b)(2)), that is not
14.7 otherwise exempt under sections 80A.45 through 80A.47, a rule adopted or order issued
14.8 under this chapter may require the filing of any or all of the following records:

14.9 (A) before the initial offer of a federal covered security in this state, all records that are
14.10 part of a federal registration statement filed with the Securities and Exchange Commission
14.11 under the Securities Act of 1933 and a consent to service of process complying with section
14.12 80A.88 signed by the issuer;

14.13 (B) after the initial offer of the federal covered security in this state, all records that are
14.14 part of an amendment to a federal registration statement filed with the Securities and
14.15 Exchange Commission under the Securities Act of 1933; and

14.16 (C) to the extent necessary or appropriate to compute fees, a report of the value of the
14.17 federal covered securities sold or offered to persons present in this state, if the sales data
14.18 are not included in records filed with the Securities and Exchange Commission.

14.19 (2) **Notice filing effectiveness and renewal.** A notice filing under subsection (a) is
14.20 effective for one year commencing on the later of the notice filing or the effectiveness of
14.21 the offering filed with the Securities and Exchange Commission. On or before expiration,
14.22 the issuer may renew a notice filing by filing a copy of those records filed by the issuer with
14.23 the Securities and Exchange Commission that are required by rule or order under this chapter
14.24 to be filed. A previously filed consent to service of process complying with section 80A.88
14.25 may be incorporated by reference in a renewal. A renewed notice filing becomes effective
14.26 upon the expiration of the filing being renewed.

14.27 (3) **Notice filings for federal covered securities under section 18(b)(4)(D).** With
14.28 respect to a security that is a federal covered security under Section 18(b)(4)(D) of the
14.29 Securities Act of 1933 (15 U.S.C. Section 77r(b)(4)(D)), a rule under this chapter may
14.30 require a notice filing by or on behalf of an issuer to include a copy of Form D, including
14.31 the Appendix, as promulgated by the Securities and Exchange Commission, and a consent
14.32 to service of process complying with section 80A.88 signed by the issuer not later than 15
14.33 days after the first sale of the federal covered security in this state.

15.1 (4) **Stop orders.** Except with respect to a federal security under Section 18(b)(1) of the
15.2 Securities Act of 1933 (15 U.S.C. Section 77r(b)(1)), if the administrator finds that there is
15.3 a failure to comply with a notice or fee requirement of this section, the administrator may
15.4 issue a stop order suspending the offer and sale of a federal covered security in this state.
15.5 If the deficiency is corrected, the stop order is void as of the time of its issuance and no
15.6 penalty may be imposed by the administrator.

15.7 (b) **Small corporation offering registration.**

15.8 (1) **Registration required.** A security meeting the conditions set forth in this section
15.9 may be registered as set forth in this section.

15.10 (2) **Availability.** Registration under this section is available only to the issuer of securities
15.11 and not to an affiliate of the issuer or to any other person for resale of the issuer's securities.
15.12 The issuer must be organized under the laws of one of the states or possessions of the United
15.13 States. The securities offered must be exempt from registration under the Securities Act of
15.14 1933 pursuant to Rule 504 of Regulation D (15 U.S.C. Section 77c).

15.15 (3) **Disqualification.** Registration under this section is not available to any of the
15.16 following issuers:

15.17 (A) an issuer subject to the reporting requirements of Section 13 or 15(d) of the Securities
15.18 Exchange Act of 1934;

15.19 (B) an investment company;

15.20 (C) a development stage company that either has no specific business plan or purpose
15.21 or has indicated that its business plan is to engage in a merger or acquisition with an
15.22 unidentified company or companies or other entity or person;

15.23 (D) an issuer if the issuer or any of its predecessors, officers, directors, governors,
15.24 partners, ten percent stock or equity holders, promoters, or any selling agents of the securities
15.25 to be offered, or any officer, director, governor, or partner of the selling agent:

15.26 (i) has filed a registration statement that is the subject of a currently effective registration
15.27 stop order entered under a federal or state securities law within five years before the filing
15.28 of the small corporate offering registration application;

15.29 (ii) has been convicted within five years before the filing of the small corporate offering
15.30 registration application of a felony or misdemeanor in connection with the offer, purchase,
15.31 or sale of a security or a felony involving fraud or deceit, including, but not limited to,
15.32 forgery, embezzlement, obtaining money under false pretenses, larceny, or conspiracy to
15.33 defraud;

16.1 (iii) is currently subject to a state administrative enforcement order or judgment entered
16.2 by a state securities administrator or the Securities and Exchange Commission within five
16.3 years before the filing of the small corporate offering registration application, or is subject
16.4 to a federal or state administrative enforcement order or judgment in which fraud or deceit,
16.5 including, but not limited to, making untrue statements of material facts or omitting to state
16.6 material facts, was found and the order or judgment was entered within five years before
16.7 the filing of the small corporate offering registration application;

16.8 (iv) is currently subject to an order, judgment, or decree of a court of competent
16.9 jurisdiction temporarily restraining or enjoining, or is subject to an order, judgment, or
16.10 decree of a court of competent jurisdiction permanently restraining or enjoining the party
16.11 from engaging in or continuing any conduct or practice in connection with the purchase or
16.12 sale of any security or involving the making of a false filing with a state or with the Securities
16.13 and Exchange Commission entered within five years before the filing of the small corporate
16.14 offering registration application; or

16.15 (v) is subject to a state's administrative enforcement order, or judgment that prohibits,
16.16 denies, or revokes the use of an exemption for registration in connection with the offer,
16.17 purchase, or sale of securities,

16.18 (I) except that clauses (i) to (iv) do not apply if the person subject to the disqualification
16.19 is duly licensed or registered to conduct securities-related business in the state in which the
16.20 administrative order or judgment was entered against the person or if the dealer employing
16.21 the party is licensed or registered in this state and the form BD filed in this state discloses
16.22 the order, conviction, judgment, or decree relating to the person, and

16.23 (II) except that the disqualification under this subdivision is automatically waived if the
16.24 state securities administrator or federal agency that created the basis for disqualification
16.25 determines upon a showing of good cause that it is not necessary under the circumstances
16.26 to deny the registration.

16.27 **(4) Filing and effectiveness of registration statement.** A small corporate offering
16.28 registration statement must be filed with the administrator. If no stop order is in effect and
16.29 no proceeding is pending under section 80A.54, such registration statement shall become
16.30 effective automatically at the close of business on the 20th day after filing of the registration
16.31 statement or the last amendment of the registration statement or at such earlier time as the
16.32 administrator may designate by rule or order. For the purposes of a nonissuer transaction,
16.33 other than by an affiliate of the issuer, all outstanding securities of the same class identified
16.34 in the small corporate offering registration statement as a security registered under this

17.1 chapter are considered to be registered while the small corporate offering registration
17.2 statement is effective. A small corporate offering registration statement is effective for one
17.3 year after its effective date or for any longer period designated in an order under this chapter.
17.4 A small corporate offering registration statement may be withdrawn only with the approval
17.5 of the administrator.

17.6 **(5) Contents of registration statement.** A small corporate offering registration statement
17.7 under this section shall be on Form U-7, including exhibits required by the instructions
17.8 thereto, as adopted by the North American Securities Administrators Association, or such
17.9 alternative form as may be designated by the administrator by rule or order and must include:

17.10 (A) a consent to service of process complying with section 80A.88;

17.11 (B) a statement of the type and amount of securities to be offered and the amount of
17.12 securities to be offered in this state;

17.13 (C) a specimen or copy of the security being registered, unless the security is
17.14 uncertificated, a copy of the issuer's articles of incorporation and bylaws or their substantial
17.15 equivalents in effect, and a copy of any indenture or other instrument covering the security
17.16 to be registered;

17.17 (D) a signed or conformed copy of an opinion of counsel concerning the legality of the
17.18 securities being registered which states whether the securities, when sold, will be validly
17.19 issued, fully paid, and nonassessable and, if debt securities, binding obligations of the issuer;

17.20 (E) the states (i) in which the securities are proposed to be offered; (ii) in which a
17.21 registration statement or similar filing has been made in connection with the offering
17.22 including information as to effectiveness of each such filing; and (iii) in which a stop order
17.23 or similar proceeding has been entered or in which proceedings or actions seeking such an
17.24 order are pending;

17.25 (F) a copy of the offering document proposed to be delivered to offerees; and

17.26 (G) a copy of any other pamphlet, circular, form letter, advertisement, or other sales
17.27 literature intended as of the effective date to be used in connection with the offering and
17.28 any solicitation of interest used in compliance with section 80A.46(17)(B).

17.29 **(6) Copy to purchaser.** A copy of the offering document as filed with the administrator
17.30 must be delivered to each person purchasing the securities prior to sale of the securities to
17.31 such person.

18.1 (c) **Offering limit.** Offers and sales of securities under a small corporate offering
18.2 registration as set forth in this section are allowed up to the limit prescribed by Code of
18.3 Federal Regulations, title 17, part 230.504(b)(2), as amended.

18.4 Sec. 19. Minnesota Statutes 2022, section 103G.291, subdivision 4, is amended to read:

18.5 Subd. 4. **Demand reduction measures.** (a) For the purposes of this section, "demand
18.6 reduction measures" means measures that reduce water demand, water losses, peak water
18.7 demands, and nonessential water uses. Demand reduction measures must include a
18.8 conservation rate structure, or a uniform rate structure with a conservation program that
18.9 achieves demand reduction. A "conservation rate structure" means a rate structure that
18.10 encourages conservation and may include increasing block rates, seasonal rates, time of use
18.11 rates, individualized goal rates, or excess use rates. If a conservation rate is applied to
18.12 multifamily dwellings or a manufactured home park, as defined in section 327C.015,
18.13 subdivision 8, the rate structure must consider each residential unit as an individual user.

18.14 (b) To encourage conservation, a public water supplier serving more than 1,000 people
18.15 must implement demand reduction measures by January 1, 2015.

18.16 **EFFECTIVE DATE.** This section is effective August 1, 2024, and applies to a billing
18.17 period that begins on or after that date.

18.18 Sec. 20. Minnesota Statutes 2022, section 237.066, is amended to read:

18.19 **237.066 STATE GOVERNMENT PRICING PLANS.**

18.20 Subdivision 1. **Purpose.** A state government or Tribal government telecommunications
18.21 pricing plan is authorized and found to be in the public interest as it will:

18.22 (1) provide and ensure availability of high-quality, technologically advanced
18.23 telecommunications services at a reasonable cost to the state or Tribal government; and

18.24 (2) further the state telecommunications goals as set forth in section 237.011.

18.25 Subd. 2. **Program participation.** A state government or Tribal government
18.26 telecommunications pricing plan may be available to serve individually or collectively:
18.27 state agencies; Tribal governments; educational institutions, including public schools and
18.28 Tribal schools complying with section 120A.05, subdivision 9, 11, 13, or 17, and nonpublic
18.29 schools complying with sections 120A.22, 120A.24, and 120A.41; private colleges; public
18.30 corporations; and political subdivisions of the state or a Tribal nation. Plans shall be available
18.31 to carry out the commissioner of administration's duties under sections 16E.17 and 16E.18

19.1 and shall also be available to those entities not using the commissioner for contracting for
19.2 telecommunications services.

19.3 Subd. 3. **Rates.** Notwithstanding section 237.09, 237.14, 237.60, subdivision 3, or
19.4 237.74, a telephone company or a telecommunications carrier may, individually or in
19.5 cooperation with other telephone companies or telecommunications carriers, develop and
19.6 offer basic or advanced telecommunications services at discounted or reduced rates as a
19.7 state government or Tribal government telecommunications pricing plan. Any
19.8 telecommunications services provided under any state government or Tribal government
19.9 telecommunications pricing plan shall be used exclusively by ~~those~~ the entities described
19.10 in subdivision 2 subject to the plan solely for ~~their~~ the entities' own use and shall not be
19.11 made available to any other entities by resale, sublease, or in any other way.

19.12 Subd. 4. **Applicability to other customers.** A telephone company or telecommunications
19.13 carrier providing telecommunications services under a state government or Tribal government
19.14 telecommunications pricing plan is not required to provide any other person or entity those
19.15 services at the rates made available to the state or Tribal government.

19.16 Subd. 5. **Commission review.** (a) The terms and conditions of any state government or
19.17 Tribal government telecommunications pricing plan must be submitted to the commission
19.18 for ~~its~~ review and approval within 90 days before implementation to:

19.19 (1) ensure that the terms and conditions benefit the state or Tribal nation and not any
19.20 private entity;

19.21 (2) ensure that the rates for any telecommunications service in any state government or
19.22 Tribal government telecommunications pricing plan are at or below any applicable tariffed
19.23 rates; and

19.24 (3) ensure that the state telecommunications or Tribal government pricing plan meets
19.25 the requirements of this section and is in the public interest.

19.26 (b) The commission shall reject any state government or Tribal government
19.27 telecommunications pricing plan that does not meet ~~these~~ the criteria in paragraph (a).

19.28 Sec. 21. Minnesota Statutes 2022, section 325D.01, subdivision 5, is amended to read:

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

19.30 (1) the actual current delivered invoice or replacement cost, whichever is lower, without
19.31 deducting customary cash discounts, plus any excise or sales taxes imposed on such

20.1 commodity, goods, wares or merchandise subsequent to the purchase thereof and prior to
20.2 the resale thereof, plus the cost of doing business at that location by the vendor; and

20.3 (2) where a manufacturer publishes a list price and discounts, in determining such "cost"
20.4 the manufacturer's published list price then currently in effect, less the published trade
20.5 discount but without deducting the customary cash discount, plus any excise or sales taxes
20.6 imposed on such commodity, goods, wares or merchandise subsequent to the purchase
20.7 thereof and prior to the resale thereof, plus the cost of doing business by the vendor shall
20.8 be prima facie evidence of "cost";

20.9 ~~(3) for purposes of gasoline offered for sale by way of posted price or indicating meter~~
20.10 ~~by a retailer, at a retail location where gasoline is dispensed into passenger automobiles and~~
20.11 ~~trucks by the consumer, "cost" means the average terminal price on the day, at the terminal~~
20.12 ~~from which the most recent supply of gasoline delivered to the retail location was acquired,~~
20.13 ~~plus all applicable state and federal excise taxes and fees, plus the lesser of six percent or~~
20.14 ~~eight cents.~~

20.15 Sec. 22. Minnesota Statutes 2022, section 325E.31, is amended to read:

20.16 **325E.31 REMEDIES.**

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

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

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

20.25 Sec. 23. **[325E.72] DIGITAL FAIR REPAIR.**

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

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

20.29 (b) "Authorized repair provider" means an individual or business who is unaffiliated
20.30 with an original equipment manufacturer and who has: (1) an arrangement with the original
20.31 equipment manufacturer, for a definite or indefinite period, under which the original

21.1 equipment manufacturer grants to the individual or business a license to use a trade name,
21.2 service mark, or other proprietary identifier to offer diagnostic, maintenance, or repair
21.3 services for digital electronic equipment under the name of the original equipment
21.4 manufacturer; or (2) an arrangement with the original equipment manufacturer to offer
21.5 diagnostic, maintenance, or repair services for digital electronic equipment on behalf of the
21.6 original equipment manufacturer. An original equipment manufacturer that offers diagnostic,
21.7 maintenance, or repair services for the original equipment manufacturer's digital electronic
21.8 equipment is considered an authorized repair provider with respect to the digital electronic
21.9 equipment if the original equipment manufacturer does not have an arrangement described
21.10 in this paragraph with an unaffiliated individual or business.

21.11 (c) "Digital electronic equipment" or "equipment" means any product that depends, in
21.12 whole or in part, on digital electronics embedded in or attached to the product in order for
21.13 the product to function.

21.14 (d) "Documentation" means a manual, diagram, reporting output, service code description,
21.15 schematic diagram, or similar information provided to an authorized repair provider to
21.16 facilitate diagnostic, maintenance, or repair services for digital electronic equipment.

21.17 (e) "Embedded software" means any programmable instructions provided on firmware
21.18 delivered with digital electronic equipment, or with a part for the equipment, in order to
21.19 operate the equipment. Embedded software includes all relevant patches and fixes made by
21.20 the manufacturer of the equipment or part in order to operate the equipment.

21.21 (f) "Fair and reasonable terms" means, with respect to:

21.22 (1) parts offered by an original equipment manufacturer:

21.23 (i) costs that are fair to both parties, considering the agreed-upon conditions, promised
21.24 quality, and timeliness of delivery; and

21.25 (ii) terms that do not impose on an owner or an independent repair provider:

21.26 (A) a substantial obligation to use or restrict the use of the part to diagnose, maintain,
21.27 or repair agricultural equipment sold, leased, or otherwise supplied by the original equipment
21.28 manufacturer, including a condition that the owner or independent repair provider become
21.29 an authorized repair provider of the original equipment manufacturer; or

21.30 (B) a requirement that a part be registered, paired with, or approved by the original
21.31 equipment manufacturer or an authorized repair provider before the part is operational or
21.32 prohibit an original equipment manufacturer from imposing any additional cost or burden

22.1 that is not reasonably necessary or is designed to be an impediment on the owner or
22.2 independent repair provider;

22.3 (2) tools, software, and documentation offered by an original equipment manufacturer:

22.4 (i) costs that are equivalent to the lowest actual cost for which the original equipment
22.5 manufacturer offers the tool, software, or documentation to an authorized repair provider,
22.6 including any discount, rebate, or other financial incentive offered to an authorized repair
22.7 provider; and

22.8 (ii) terms that are equivalent to the most favorable terms under which an original
22.9 equipment manufacturer offers the tool, software, or documentation to an authorized repair
22.10 provider, including the methods and timeliness of delivery of the tool, software, or
22.11 documentation, do not impose on an owner or an independent repair provider:

22.12 (A) a substantial obligation to use or restrict the use of the tool, software, or
22.13 documentation to diagnose, maintain, or repair agricultural equipment sold, leased, or
22.14 otherwise supplied by the original equipment manufacturer, including a condition that the
22.15 owner or independent repair provider become an authorized repair provider of the original
22.16 equipment manufacturer; or

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

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

22.24 (g) "Firmware" means a software program or set of instructions programmed on digital
22.25 electronic equipment, or on a part of the equipment, in order to allow the equipment or part
22.26 to communicate with other computer hardware.

22.27 (h) "Independent repair provider" means an individual or business operating in Minnesota
22.28 that: (1) does not have an arrangement described in paragraph (b) with an original equipment
22.29 manufacturer; (2) is not affiliated with any individual or business that has an arrangement
22.30 described in paragraph (b); and (3) is engaged in providing diagnostic, maintenance, or
22.31 repair services for digital electronic equipment. An original equipment manufacturer or,
22.32 with respect to the original equipment manufacturer, an individual or business that has an
22.33 arrangement with the original equipment manufacturer or is affiliated with an individual or

23.1 business that has an arrangement with that original equipment manufacturer, is considered
23.2 an independent repair provider for purposes of the instances the original equipment
23.3 manufacturer engages in diagnostic, maintenance, or repair services for digital electronic
23.4 equipment that is not manufactured by or sold under the name of the original equipment
23.5 manufacturer.

23.6 (i) "Manufacturer of motor vehicle equipment" means a business engaged in the business
23.7 of manufacturing or supplying components used to manufacture, maintain, or repair a motor
23.8 vehicle.

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

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

23.19 (l) "Motor vehicle manufacturer" means a business engaged in the business of
23.20 manufacturing or assembling new motor vehicles.

23.21 (m) "Original equipment manufacturer" means a business engaged in the business of
23.22 selling or leasing to any individual or business new digital electronic equipment manufactured
23.23 by or on behalf of the original equipment manufacturer.

23.24 (n) "Owner" means an individual or business that owns or leases digital electronic
23.25 equipment purchased or used in Minnesota.

23.26 (o) "Part" means any replacement part, either new or used, made available by an original
23.27 equipment manufacturer to facilitate the maintenance or repair of digital electronic equipment
23.28 manufactured or sold by the original equipment manufacturer.

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

23.30 Subd. 3. **Requirements.** (a) For digital electronic equipment and parts for the equipment
23.31 sold or used in Minnesota, an original equipment manufacturer must make available to any
23.32 independent repair provider or to the owner of digital electronic equipment manufactured
23.33 by or on behalf of, or sold by, the original equipment manufacturer, on fair and reasonable

24.1 terms, documentation, parts, and tools, inclusive of any updates to information or embedded
24.2 software, for diagnostic, maintenance, or repair purposes. Nothing in this section requires
24.3 an original equipment manufacturer to make available a part if the part is no longer available
24.4 to the original equipment manufacturer.

24.5 (b) For equipment that contains an electronic security lock or other security-related
24.6 function, the original equipment manufacturer must make available to the owner and to
24.7 independent repair providers, on fair and reasonable terms, any special documentation,
24.8 tools, and parts needed to reset the lock or function when disabled in the course of performing
24.9 diagnostic, maintenance, or repair services on the equipment. Documentation, tools, and
24.10 parts may be made available through appropriate secure release systems.

24.11 Subd. 4. **Enforcement by attorney general.** A violation of this section is an unlawful
24.12 practice under section 325D.44. All remedies, penalties, and authority granted to the attorney
24.13 general under chapter 8 are available to the attorney general to enforce this section.

24.14 Subd. 5. **Limitations.** (a) Nothing in this section requires an original equipment
24.15 manufacturer to divulge a trade secret to an owner or an independent service provider,
24.16 except as necessary to provide documentation, parts, and tools on fair and reasonable terms.

24.17 (b) Nothing in this section alters the terms of any arrangement described in subdivision
24.18 2, paragraph (b), including but not limited to the performance or provision of warranty or
24.19 recall repair work by an authorized repair provider on behalf of an original equipment
24.20 manufacturer pursuant to the arrangement, in force between an authorized repair provider
24.21 and an original equipment manufacturer. A provision in the terms of an arrangement
24.22 described in subdivision 2, paragraph (b), that purports to waive, avoid, restrict, or limit the
24.23 original equipment manufacturer's obligations to comply with this section is void and
24.24 unenforceable.

24.25 (c) Nothing in this section requires an original equipment manufacturer or an authorized
24.26 repair provider to provide to an owner or independent repair provider access to information,
24.27 other than documentation, that is provided by the original equipment manufacturer to an
24.28 authorized repair provider pursuant to the terms of an arrangement described in subdivision
24.29 2, paragraph (b).

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

24.33 Subd. 6. **Exclusions.** (a) Nothing in this section applies to: (1) a motor vehicle
24.34 manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting in

25.1 that capacity; or (2) any product or service of a motor vehicle manufacturer, manufacturer
25.2 of motor vehicle equipment, or motor vehicle dealer acting in that capacity.

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

25.8 (c) Nothing in this section applies to manufacturers, distributors, importers, or dealers
25.9 of any off-road or nonroad equipment, including without limitation farm and utility tractors;
25.10 farm implements; farm machinery; forestry equipment; industrial equipment; utility
25.11 equipment; construction equipment; compact construction equipment; road-building
25.12 equipment; mining equipment; turf, yard, and garden equipment; outdoor power equipment;
25.13 portable generators; marine, all-terrain sports, and recreational vehicles, including without
25.14 limitation racing vehicles; stand-alone or integrated stationary or mobile internal combustion
25.15 engines; other power sources, including without limitation generator sets and electric, battery,
25.16 and fuel cell power; power tools; and any tools, technology, attachments, accessories,
25.17 components, and repair parts for any of the foregoing.

25.18 Subd. 7. **Applicability.** This section applies to equipment sold or in use on or after
25.19 January 1, 2024.

25.20 **EFFECTIVE DATE.** This section is effective January 1, 2024.

25.21 Sec. 24. **[325E.80] ABNORMAL MARKET DISRUPTIONS; UNCONSCIONABLY**
25.22 **EXCESSIVE PRICES.**

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

25.25 (b) "Essential consumer good or service" means a good or service that is vital for the
25.26 health, safety, or welfare of the public, including without limitation: food; water; fuel;
25.27 gasoline; shelter; transportation; health care services; pharmaceuticals; and medical, personal
25.28 hygiene, sanitation, and cleaning supplies.

25.29 (c) "Seller" means a manufacturer, supplier, wholesaler, distributor, or retail seller of
25.30 goods and services.

25.31 (d) "Unconscionably excessive price" means a price that represents a gross disparity
25.32 compared to the seller's average price of an essential good or service, offered for sale or
25.33 sold in the usual course of business, in the 60-day period before an abnormal market

26.1 disruption is declared under subdivision 2. None of the following is an unconscionably
26.2 excessive price:

26.3 (1) a price that is substantially related to an increase in the cost of manufacturing,
26.4 obtaining, replacing, providing, or selling a good or service;

26.5 (2) a price that is no more than 25 percent above the seller's average price during the
26.6 60-day period before an abnormal market disruption is declared under subdivision 2;

26.7 (3) a price that is consistent with the fluctuations in applicable commodity markets or
26.8 seasonal fluctuations; or

26.9 (4) a contract price, or the results of a price formula, that was established before an
26.10 abnormal market disruption is declared under subdivision 2.

26.11 Subd. 2. **Abnormal market disruption.** (a) The governor may by executive order declare
26.12 an abnormal market disruption if there is a substantial and atypical change in the market
26.13 for an essential consumer good or service caused by an event that results in a declaration
26.14 of a state of emergency by the governor.

26.15 (b) The governor's abnormal market disruption declaration must state that the declaration
26.16 is activating this section and must specify the geographic area of Minnesota to which the
26.17 declaration applies.

26.18 (c) A declaration under this subdivision terminates 30 days after the date that the state
26.19 of emergency for which it was activated ends.

26.20 Subd. 3. **Notice.** Upon the implementation, renewal, limitation, or termination of an
26.21 abnormal market disruption declaration made under subdivision 2: (1) the governor must
26.22 immediately post notice on applicable government websites and provide notice to the media;
26.23 and (2) the commissioner of commerce must provide notice directly to sellers by any practical
26.24 means.

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

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

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

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

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

27.15 Sec. 25. Minnesota Statutes 2022, section 325F.662, subdivision 2, is amended to read:

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

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

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

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

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

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

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

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

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

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

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

28.12 (6) the water pump;

28.13 (7) the externally mounted mechanical fuel pump;

28.14 (8) the radiator;

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

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

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

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

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

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

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

28.29 (6) the water pump;

28.30 (7) the externally mounted mechanical fuel pump.

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

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

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

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

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

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

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

29.26 Sec. 26. Minnesota Statutes 2022, section 325F.662, subdivision 3, is amended to read:

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

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

- 30.1 (2) with an engine designed to use diesel fuel;
- 30.2 (3) with a gross weight, as defined in section 168.002, subdivision 13, in excess of 9,000
- 30.3 pounds;
- 30.4 (4) that has been custom-built or modified for show or for racing;
- 30.5 (5) except for a used motor vehicle described in subdivision 2, paragraph (a), clause (3),
- 30.6 that is eight years of age or older, as calculated from the first day in January of the designated
- 30.7 model year of the vehicle;
- 30.8 (6) that has been produced by a manufacturer which has never manufactured more than
- 30.9 10,000 motor vehicles in any one year;
- 30.10 ~~(7) that has 75,000 miles or more at time of sale;~~
- 30.11 ~~(8)~~ (7) that has not been manufactured in compliance with applicable federal emission
- 30.12 standards in force at the time of manufacture as provided by the Clean Air Act, United
- 30.13 States Code, title 42, sections 7401 through 7642, and regulations adopted pursuant thereto,
- 30.14 and safety standards as provided by the National Traffic and Motor Safety Act, United
- 30.15 States Code, title 15, sections 1381 through 1431, and regulations adopted pursuant thereto;
- 30.16 or
- 30.17 ~~(9)~~ (8) that has been issued a certificate of title that bears a "salvage" brand or stamp
- 30.18 under section 168A.151.

30.19 Sec. 27. **[325F.995] GENETIC INFORMATION PRIVACY ACT.**

30.20 Subdivision 1. Definitions. (a) For purposes of this section, the following terms have

30.21 the meanings given them.

30.22 (b) "Biological sample" means any material part of a human, discharge from a material

30.23 part of a human, or derivative from a material part of a human, including but not limited to

30.24 tissue, blood, urine, or saliva, that is known to contain deoxyribonucleic acid (DNA).

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

30.26 (d) "Deidentified data" means data that cannot reasonably be used to infer information

30.27 about, or otherwise be linked to, an identifiable consumer and that is subject to:

30.28 (1) administrative and technical measures to ensure the data cannot be associated with

30.29 a particular consumer;

30.30 (2) public commitment by the company to (i) maintain and use data in deidentified form,

30.31 and (ii) not attempt to reidentify the data; and

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

31.3 (e) "Direct-to-consumer genetic testing company" or "company" means an entity that:
31.4 (1) offers consumer genetic testing products or services directly to consumers; or (2) collects,
31.5 uses, or analyzes genetic data that was (i) collected via a direct-to-consumer genetic testing
31.6 product or service, and (ii) provided to the company by a consumer. Direct-to-consumer
31.7 genetic testing company does not include an entity that collects, uses, or analyzes genetic
31.8 data or biological samples only in the context of research, as defined in Code of Federal
31.9 Regulations, title 45, section 164.501, that is conducted in a manner that complies with the
31.10 federal policy for the protection of human research subjects under Code of Federal
31.11 Regulations, title 45, part 46; the Good Clinical Practice Guideline issued by the International
31.12 Council for Harmonisation; or the United States Food and Drug Administration Policy for
31.13 the Protection of Human Subjects under Code of Federal Regulations, title 21, parts 50 and
31.14 56.

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

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

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

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

31.24 (3) self-reported health information that a consumer submits to a company regarding
31.25 the consumer's health conditions and that is (i) used for scientific research or product
31.26 development, and (ii) analyzed in connection with the consumer's raw sequence data.

31.27 Genetic data does not include deidentified data.

31.28 (h) "Genetic testing" means any laboratory test of a consumer's complete DNA, regions
31.29 of a consumer's DNA, chromosomes, genes, or gene products to determine the presence of
31.30 genetic characteristics.

31.31 (i) "Person" means an individual, partnership, corporation, association, business, business
31.32 trust sole proprietorship, other entity, or representative of an organization.

32.1 (j) "Service provider" means a person that is involved in the collection, transportation,
32.2 analysis of, or any other service in connection with, a consumer's biological sample, extracted
32.3 genetic material, or genetic data on behalf of the direct-to-consumer genetic testing company,
32.4 or on behalf of any other person that collects, uses, maintains, or discloses biological samples,
32.5 extracted genetic material, or genetic data collected or derived from a direct-to-consumer
32.6 genetic testing product or service, or is directly provided by a consumer, or the delivery of
32.7 the results of the analysis of the biological sample, extracted genetic material, or genetic
32.8 data.

32.9 Subd. 2. Disclosure and consent requirements. (a) To safeguard the privacy,
32.10 confidentiality, security, and integrity of a consumer's genetic data, a direct-to-consumer
32.11 genetic testing company must:

32.12 (1) provide clear and complete information regarding the company's policies and
32.13 procedures governing the collection, use, maintenance, and disclosure of genetic data by
32.14 making available to a consumer:

32.15 (i) a high-level privacy policy overview that includes basic, essential information about
32.16 the company's collection, use, or disclosure of genetic data; and

32.17 (ii) a prominent, publicly available privacy notice that includes at a minimum information
32.18 about the company's data collection, consent, use, access, disclosure, maintenance, transfer,
32.19 security, retention, and deletion practices;

32.20 (2) obtain a consumer's express consent to collect, use, and disclose the consumer's
32.21 genetic data, including at a minimum:

32.22 (i) initial express consent that clearly (A) describes the uses of the genetic data collected
32.23 through the genetic testing product service, and (B) specifies who has access to the test
32.24 results and how the genetic data may be shared;

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

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

32.31 (iv) informed consent in compliance with federal policy for the protection of human
32.32 research subjects under Code of Federal Regulations, title 45, part 46, to transfer or disclose
32.33 the consumer's genetic data to a third-party person for research purposes or research

33.1 conducted under the control of the company for publication or generalizable knowledge
33.2 purposes; and

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

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

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

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

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

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

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

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

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

34.1 (d) A direct-to-consumer genetic testing company must provide a clear and complete
34.2 notice to a consumer that the consumer's deidentified data may be shared with or disclosed
34.3 to third-parties for research purposes in accordance with Code of Federal Regulations, title
34.4 45, part 46.

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

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

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

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

34.28 Subd. 4. **Enforcement.** The commissioner of commerce may enforce this section under
34.29 section 45.027.

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

34.31 (1) protected health information that is collected by a covered entity or business associate,
34.32 as those terms are defined in Code of Federal Regulations, title 45, parts 160 and 164;

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

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

35.2 Subd. 6. **Construction.** This section does not supersede the requirements and rights
35.3 described in section 13.386 or the remedies available under chapter 13 for violations of
35.4 section 13.386.

35.5 Sec. 28. Minnesota Statutes 2022, section 325G.051, subdivision 1, is amended to read:

35.6 Subdivision 1. **Limitation; prohibition.** (a) A seller or lessor of goods or services doing
35.7 business in Minnesota may impose a surcharge on transactions in Minnesota with a purchaser
35.8 customer who elects to use a credit or charge card in lieu of payment by cash, check, or
35.9 similar means, provided:

35.10 (1) if the sale or lease of goods or services is processed in person, the seller or lessor
35.11 informs the purchaser customer of the surcharge both orally at the time of sale and by a sign
35.12 conspicuously posted on the seller's or lessor's premises;

35.13 (2) if the sale or lease of goods or services is processed through a website or mobile
35.14 device, the seller or lessor informs the customer of the surcharge by conspicuously posting
35.15 a surcharge notice during the sale, at the point of sale, on the customer order summary, or
35.16 on the checkout page of the website;

35.17 (3) if the sale or lease of services is processed over the phone, the seller or lessor informs
35.18 the customer of the surcharge orally; and (2)

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

35.20 (b) A seller or lessor of goods or services that establishes and is responsible for ~~its~~ the
35.21 seller or lessor's own customer credit or charge card may not impose a surcharge on a
35.22 ~~purchaser~~ customer who elects to use that credit or charge card in lieu of payment by cash,
35.23 check, or similar means.

35.24 (c) For purposes of this section "surcharge" means a fee or charge imposed by a seller
35.25 or lessor upon a ~~buyer~~ customer that increases the price of goods or services to the ~~buyer~~
35.26 customer because the ~~buyer~~ customer uses a credit or charge card to purchase or lease the
35.27 goods or services. The term does not include a discount offered by a seller or lessor to a
35.28 ~~buyer~~ customer who makes payment for goods or services by cash, check, or similar means
35.29 not involving a credit or charge card if the discount is offered to all prospective ~~buyers~~
35.30 customers and its availability is clearly and conspicuously disclosed to all prospective ~~buyers~~
35.31 customers.

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

36.1 Sec. 29. Minnesota Statutes 2022, section 327C.015, is amended by adding a subdivision
36.2 to read:

36.3 Subd. 3a. **Commodity rate.** "Commodity rate" means the per unit price for utility service
36.4 that varies directly with the volume of a resident's consumption of utility service and that
36.5 is established or approved by the Minnesota Public Utilities Commission or a municipal
36.6 public utilities commission, an electric cooperative association, or a municipality and charged
36.7 to a user of the service.

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

36.9 Sec. 30. Minnesota Statutes 2022, section 327C.015, is amended by adding a subdivision
36.10 to read:

36.11 Subd. 11a. **Public utility.** "Public utility" has the meaning given in section 216B.02,
36.12 subdivision 4.

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

36.14 Sec. 31. Minnesota Statutes 2022, section 327C.015, subdivision 17, is amended to read:

36.15 Subd. 17. **Substantial modification.** "Substantial modification" means any change in
36.16 a rule which: (a) significantly diminishes or eliminates any material obligation of the park
36.17 owner; (b) significantly diminishes or eliminates any material right, privilege or freedom
36.18 of action of a resident; or (c) involves a significant new expense for a resident. The
36.19 installation of water and sewer meters and the subsequent metering of and billing for water
36.20 and sewer service is not a substantial modification of the lease, provided the park owner
36.21 complies with section 327C.04, subdivision 6.

36.22 **EFFECTIVE DATE.** This section is effective for meter installations initiated on or
36.23 after August 1, 2023.

36.24 Sec. 32. Minnesota Statutes 2022, section 327C.015, is amended by adding a subdivision
36.25 to read:

36.26 Subd. 17a. **Utility provider.** "Utility provider" means a public utility, an electric
36.27 cooperative association, or a municipal utility.

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

37.1 Sec. 33. Minnesota Statutes 2022, section 327C.04, subdivision 1, is amended to read:

37.2 Subdivision 1. **Billing permitted.** A park owner who either provides utility service
37.3 directly to residents or who redistributes to residents utility service provided to the park
37.4 owner by a utility provider may charge the residents for that service, only if the charges
37.5 comply with this section.

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

37.7 Sec. 34. Minnesota Statutes 2022, section 327C.04, subdivision 2, is amended to read:

37.8 Subd. 2. **Metering required.** A park owner who charges residents for a utility service
37.9 must charge each household the same amount, unless the park owner has installed measuring
37.10 devices which accurately meter each household's use of the utility. Utility measuring devices
37.11 installed by the park owner must be installed or repaired only by a licensed plumber, licensed
37.12 electrician, or licensed manufactured home installer.

37.13 **EFFECTIVE DATE.** This section is effective August 1, 2023, and applies to meters
37.14 installed or repaired on or after that date.

37.15 Sec. 35. Minnesota Statutes 2022, section 327C.04, is amended by adding a subdivision
37.16 to read:

37.17 **Subd. 5. Utility charge for metered service.** (a) A park owner who redistributes utility
37.18 service may not charge a resident a commodity rate that exceeds the commodity rate at
37.19 which the park owner purchases utility service from a utility provider. Before billing residents
37.20 for redistributed utility service, a park owner must deduct utility service used exclusively
37.21 or primarily for the park owner's purposes.

37.22 (b) If a utility bill that a park owner receives from a utility provider separates from
37.23 variable consumption charges a fixed service or meter charge or fee, taxes, surcharges, or
37.24 other miscellaneous charges, the park owner must deduct the park owner's pro rata share
37.25 of these separately itemized charges and apportion the remaining fixed portion of the bill
37.26 equally among residents based on the total number of occupied units in the park.

37.27 (c) A park owner may not charge to or collect from residents any administrative, capital,
37.28 or other expenses associated with the distribution of utility services, including but not limited
37.29 to disconnection, reconnection, and late payment fees.

37.30 **EFFECTIVE DATE.** This section is effective July 1, 2023.

38.1 Sec. 36. Minnesota Statutes 2022, section 327C.04, is amended by adding a subdivision
38.2 to read:

38.3 Subd. 6. **Rent increases following the installation of water meters.** A park owner may
38.4 not increase lot rents for 13 months following the commencement of utility bills for a resident
38.5 whose lease included water service. In each of the three months prior to commencement of
38.6 utility billing, a park owner must provide the resident with a sample bill for water service.

38.7 **EFFECTIVE DATE.** This section is effective August 1, 2023, and applies to meter
38.8 installations initiated on or after that date.

38.9 Sec. 37. **[332.71] DEFINITIONS.**

38.10 Subdivision 1. **Scope.** For the purposes of sections 332.71 to 332.75, the definitions in
38.11 this section have the meanings given them.

38.12 Subd. 2. **Coerced debt.** (a) "Coerced debt" means all or a portion of debt in a debtor's
38.13 name that has been incurred as a result of:

38.14 (1) the use of the debtor's personal information without the debtor's knowledge,
38.15 authorization, or consent;

38.16 (2) the use or threat of force, intimidation, undue influence, harassment, fraud, deception,
38.17 coercion, or other similar means against the debtor; or

38.18 (3) economic abuse perpetrated against the debtor.

38.19 (b) Coerced debt does not include secured debt.

38.20 Subd. 3. **Creditor.** "Creditor" means a person, or the person's successor, assignee, or
38.21 agent, claiming to own or have the right to collect a debt owed by the debtor.

38.22 Subd. 4. **Debtor.** "Debtor" means a person who (1) is a victim of domestic abuse,
38.23 harassment, or sex or labor trafficking, and (2) owes coerced debt.

38.24 Subd. 5. **Documentation.** "Documentation" means a writing that identifies a debt or a
38.25 portion of a debt as coerced debt, describes the circumstances under which the coerced debt
38.26 was incurred, and takes the form of:

38.27 (1) a police report;

38.28 (2) a Federal Trade Commission identity theft report;

38.29 (3) an order in a dissolution proceeding under chapter 518 that declares that one or more
38.30 debts are coerced; or

39.1 (4) a sworn written certification.

39.2 Subd. 6. **Domestic abuse.** "Domestic abuse" has the meaning given in section 518B.01,
39.3 subdivision 2.

39.4 Subd. 7. **Economic abuse.** "Economic abuse" means behavior in the context of a domestic
39.5 relationship that controls, restrains, restricts, impairs, or interferes with the ability of a victim
39.6 of domestic abuse, harassment, or sex or labor trafficking to acquire, use, or maintain
39.7 economic resources, including but not limited to:

39.8 (1) withholding or restricting access to, or the acquisition of, money, assets, credit, or
39.9 financial information;

39.10 (2) interfering with the victim's ability to work and earn wages; or

39.11 (3) exerting undue influence over a person's financial and economic behavior or decisions.

39.12 Subd. 8. **Harassment.** "Harassment" has the meaning given in section 609.748.

39.13 Subd. 9. **Labor trafficking.** "Labor trafficking" has the meaning given in section 609.281,
39.14 subdivision 5.

39.15 Subd. 10. **Qualified third-party professional.** "Qualified third-party professional"
39.16 means:

39.17 (1) a domestic abuse advocate, as defined under section 595.02, subdivision 1, paragraph
39.18 (l);

39.19 (2) a sexual assault counselor, as defined under section 595.02, subdivision 1, paragraph
39.20 (k);

39.21 (3) a licensed health care provider, mental health care provider, social worker, or marriage
39.22 and family therapist; or

39.23 (4) a nonprofit organization in Minnesota that provides direct assistance to victims of
39.24 domestic abuse, sexual assault, or sex or labor trafficking.

39.25 Subd. 11. **Sex trafficking.** "Sex trafficking" has the meaning given in section 609.321,
39.26 subdivision 7a.

39.27 Subd. 12. **Sworn written certification.** "Sworn written certification" means a statement
39.28 by a qualified third-party professional in the following form:

39.29 CERTIFICATION OF QUALIFIED THIRD-PARTY PROFESSIONAL

39.30 I, (name of qualified third-party professional), do hereby certify under
39.31 penalty of perjury as follows:

40.1 1. I am a licensed health care provider, mental health care provider, social worker,
 40.2 marriage and family therapist, domestic abuse advocate, as that term is defined in Minnesota
 40.3 Statutes, section 595.02, subdivision 1, paragraph (l), or sexual assault counselor, as that
 40.4 term is defined in Minnesota Statutes, section 595.02, subdivision 1, paragraph (k), or a
 40.5 staff member of a nonprofit organization that provides direct assistance to victims of domestic
 40.6 abuse, sexual assault, or sex or labor trafficking, who has had in-person contact or
 40.7 face-to-face contact through an electronic medium with (name of debtor).

40.8 2. Based on my professional interactions with the debtor and information presented to
 40.9 me in my professional capacity, I have a reasonable basis to believe (name of
 40.10 debtor) is a victim of domestic abuse, harassment, sex trafficking or labor trafficking and
 40.11 has incurred all or a portion of debt that is coerced debt, as that term is defined in Minnesota
 40.12 Statutes, section 332.71, subdivision 2.

40.13 3. Based on my professional interactions with the debtor and on information presented
 40.14 to me, I have reason to believe that the circumstances under which the coerced debt was
 40.15 incurred are as follows:

40.16 4. The following debts or portions of the debts have been identified to me as coerced:

40.17 I attest that the foregoing is true and correct.

40.18 (Printed name of qualified third party)

40.19 (Signature of qualified third party)

40.20 (Business address and business telephone)

40.21 (Date)

40.22 **EFFECTIVE DATE.** This section is effective January 1, 2024, and apply to all debts
 40.23 incurred on or after that date.

40.24 **Sec. 38. [332.72] COERCED DEBT PROHIBITED.**

40.25 A person is prohibited from causing another person to incur coerced debt.

40.26 **EFFECTIVE DATE.** This section is effective January 1, 2024, and apply to all debts
 40.27 incurred on or after that date.

40.28 **Sec. 39. [332.73] NOTICE TO CREDITOR OF COERCED DEBT.**

40.29 Subdivision 1. **Notification.** (a) Before taking an affirmative action under section 332.74,
 40.30 a debtor must, by certified mail, notify a creditor that the debt or a portion of a debt on

41.1 which the creditor demands payment is coerced debt and request that the creditor cease all
41.2 collection activity on the coerced debt. The notification and request must be in writing and
41.3 include documentation. The creditor, within 30 days of the date the notification and request
41.4 is received, must notify the debtor in writing of the creditor's decision to either immediately
41.5 cease all collection activity or continue to pursue collection.

41.6 (b) If a creditor ceases collection but subsequently decides to resume collection activity,
41.7 the creditor must notify the debtor ten days prior to the date the collection activity resumes.

41.8 (c) A debtor must not proceed with an action under section 332.74 until the 30-day
41.9 period provided under paragraph (a) has expired.

41.10 Subd. 2. **Sale or assignment of coerced debt.** A creditor may sell or assign a debt for
41.11 which the creditor has been notified is coerced debt to another party if the creditor selling
41.12 or assigning the debt includes notification to the buyer or assignee that the debtor has asserted
41.13 the debt is coerced debt.

41.14 Subd. 3. **No inference upon cessation of collection activity.** The fact that a creditor
41.15 ceases collection activity under this section or section 332.74 does not create an inference
41.16 or presumption regarding the validity or invalidity of a debt for which a debtor is liable or
41.17 not liable. The exercise or nonexercise of rights under this section is not a waiver of any
41.18 other debtor or creditor rights or defenses.

41.19 **EFFECTIVE DATE.** This section is effective January 1, 2024, and apply to all debts
41.20 incurred on or after that date.

41.21 Sec. 40. **[332.74] DEBTOR REMEDIES.**

41.22 Subdivision 1. **Right to petition for declaration and injunction.** A debtor alleging
41.23 violation of section 332.72 may petition for equitable relief in the district court in the county
41.24 where the debtor lives or where the coerced debt was incurred. The petition must include:

41.25 (1) the notice to the creditor required under section 332.73, subdivision 1;

41.26 (2) consistent with Rule 11 of the Minnesota Rules of General Practice, information
41.27 identifying (i) the account or accounts associated with the coerced debt, and (ii) the person
41.28 in whose name the debt was incurred; and

41.29 (3) the identity and, if known, contact information of the person who caused the debtor
41.30 to incur coerced debt, unless the debtor signs a sworn statement that disclosing the
41.31 information is likely to result in domestic abuse or other harm to the debtor, the debtor's
41.32 children, parents, other relatives, or a family pet.

42.1 Subd. 2. **Procedural safeguards.** The court must take appropriate steps necessary to
42.2 prevent abuse of the debtor or to the debtor, the debtor's children, parents, other relatives,
42.3 or a family pet. For purposes of this subdivision, appropriate steps include but are not limited
42.4 to sealing the file, marking the file as confidential, redacting personally identifiable
42.5 information about the debtor, and directing that any deposition or evidentiary hearing be
42.6 conducted remotely.

42.7 Subd. 3. **Relief.** (a) If a debtor shows by a preponderance of the evidence that the debtor
42.8 has been aggrieved by a violation of section 332.72 and the debtor has incurred coerced
42.9 debt, the debtor is entitled to one or more of the following:

42.10 (1) a declaratory judgment that the debt or portion of a debt is coerced debt;

42.11 (2) an injunction prohibiting the creditor from (i) holding or attempting to hold the debtor
42.12 liable for the debt or portion of a debt, or (ii) enforcing a judgment related to the coerced
42.13 debt; and

42.14 (3) an order dismissing any cause of action brought by the creditor to enforce or collect
42.15 the coerced debt from the debtor or, if only a portion of the debt is established as coerced
42.16 debt, an order directing that the judgment, if any, in the action be amended to reflect only
42.17 the portion of the debt that is not coerced debt.

42.18 (b) If the court orders relief for the debtor under paragraph (a), the court, after the
42.19 creditor's motion has been served by United States mail to the last known address of the
42.20 person who violated section 332.72, shall issue a judgment in favor of the creditor against
42.21 the person in the amount of the debt or a portion thereof.

42.22 (c) This subdivision applies regardless of the judicial district in which the creditor's
42.23 action or the debtor's petition was filed.

42.24 Subd. 4. **Affirmative defense.** In an action against a debtor to satisfy a debt, it is an
42.25 affirmative defense that the debtor incurred coerced debt.

42.26 Subd. 5. **Burden.** In any affirmative action taken under subdivision 1 or any affirmative
42.27 defense asserted in subdivision 4, the debtor bears the burden to show by a preponderance
42.28 of the evidence that the debtor incurred coerced debt. There is a presumption that the debtor
42.29 has incurred coerced debt if the person alleged to have caused the debtor to incur the coerced
42.30 debt has been criminally convicted, entered a guilty plea, or entered an Alford plea under
42.31 section 609.27, 609.282, 609.322, or 609.527.

42.32 Subd. 6. **Statute of limitations tolled.** (a) The statute of limitations under section 541.05
42.33 is tolled during the pendency of a proceeding instituted under this section.

43.1 (b) A creditor is prohibited from filing a collection action regarding a debt that is the
43.2 subject of a proceeding instituted under this section while the proceeding is pending.

43.3 (c) If a debtor commences a proceeding under this section while a collection action is
43.4 pending against the debtor regarding a debt that is subject to the proceeding, the court must
43.5 immediately stay the collection action pending the disposition of the proceeding under this
43.6 section.

43.7 **EFFECTIVE DATE.** This section is effective January 1, 2024, and apply to all debts
43.8 incurred on or after that date.

43.9 **Sec. 41. [332.75] CREDITOR REMEDIES.**

43.10 Nothing in sections 332.71 to 332.74 diminishes the rights of a creditor to seek payment
43.11 recovery for a coerced debt from the person who caused the debtor to incur the coerced
43.12 debt.

43.13 **EFFECTIVE DATE.** This section is effective January 1, 2024, and apply to all debts
43.14 incurred on or after that date.

43.15 **Sec. 42. UNAUDITED FINANCIAL STATEMENTS; RULEMAKING.**

43.16 The commissioner of commerce shall amend Minnesota Rules, part 2876.3021, subpart
43.17 2, to remove the prohibition on use of unaudited financial statements if the aggregate amount
43.18 of all previous sales of securities by the applicant, exclusive of debt financing with banks
43.19 and similar commercial lenders, exceeds \$1,000,000. The commissioner of commerce may
43.20 use the good cause exemption under Minnesota Statutes, section 14.388, subdivision 1,
43.21 clause (3), to amend the rule under this section, and Minnesota Statutes, section 14.386,
43.22 does not apply except as provided under Minnesota Statutes, section 14.388.

43.23 **Sec. 43. AUTOMOTIVE SELF-INSURANCE; RULES AMENDMENT; EXPEDITED**
43.24 **RULEMAKING.**

43.25 Subdivision 1. **Self-insurance working capital condition.** The commissioner of
43.26 commerce must amend Minnesota Rules, part 2770.6500, subpart 2, item B, subitem (5),
43.27 to require the commissioner's grant of self-insurance authority to an applicant to be based
43.28 on the applicant's net working capital in lieu of the applicant's net funds flow.

43.29 Subd. 2. **Commissioner discretion to grant self-insurance authority.** The commissioner
43.30 of commerce must amend Minnesota Rules, part 2770.6500, subpart 2, item D, to,
43.31 notwithstanding any other provision of Minnesota Rules, part 2770.6500, permit the

44.1 commissioner to grant self-insurance authority to an applicant that is not a political
44.2 subdivision and that has not had positive net income or positive working capital in at least
44.3 three years of the last five-year period if the applicant's working capital, debt structure,
44.4 profitability, and overall financial integrity of the applicant and its parent company, if one
44.5 exists, demonstrate a continuing ability of the applicant to satisfy any financial obligations
44.6 that have been and might be incurred under the no-fault act.

44.7 Subd. 3. **Working capital.** The commissioner of commerce must define working capital
44.8 for the purposes of Minnesota Rules, part 2770.6500.

44.9 Subd. 4. **Commissioner discretion to revoke self-insurance authority.** The
44.10 commissioner of commerce must amend Minnesota Rules, part 2770.7300, to permit, in
44.11 lieu of require, the commissioner to revoke a self-insurer's authorization to self-insure based
44.12 on the commissioner's determinations under Minnesota Rules, part 2770.7300, items A and
44.13 B.

44.14 Subd. 5. **Expedited rulemaking authorized.** The commissioner of commerce may use
44.15 the expedited rulemaking process under Minnesota Statutes, section 14.389, to amend rules
44.16 under this section.

44.17 Sec. 44. **REPEALER.**

44.18 (a) Minnesota Statutes 2022, sections 48.10; and 325D.71, are repealed.

44.19 (b) Minnesota Rules, parts 2675.2610, subparts 1, 3, and 4; 2675.2620, subparts 1, 2, 3,
44.20 4, and 5; and 2675.2630, subpart 3, are repealed.

44.21 (c) Minnesota Statutes 2022, section 327C.04, subdivision 4, is repealed.

44.22 **EFFECTIVE DATE.** Paragraph (c) is effective July 1, 2023."

44.23 Amend the title accordingly