

Tab 1 SB 806 by Truenow ; Similar to H 01255 Consumers' Right to Repair Certain Equipment					
474598	A	S	AG, Truenow	Delete L.103:	01/26 02:01 PM
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The Florida Senate
COMMITTEE MEETING EXPANDED AGENDA

AGRICULTURE

Senator Truenow, Chair
Senator Grall, Vice Chair

MEETING DATE: Tuesday, January 27, 2026

TIME: 3:30—5:30 p.m.

PLACE: 301 Senate Building

MEMBERS: Senator Truenow, Chair; Senator Grall, Vice Chair; Senators Bernard, Burton, and Rouson

TAB	BILL NO. and INTRODUCER	BILL DESCRIPTION and SENATE COMMITTEE ACTIONS	COMMITTEE ACTION
1	SB 806 Truenow (Similar H 1255, Compare CS/H 487, S 586)	Consumers' Right to Repair Certain Equipment; Creating the "Portable Wireless Device Repair Act"; requiring portable wireless device manufacturers to make certain items available to device owners and independent repair providers; prohibiting certain manufacturers from requiring authorized repair providers to continue purchasing certain information in a proprietary format; requiring original equipment manufacturers of agricultural equipment to make certain diagnostic and repair information available for no charge and in a certain manner to independent repair providers and owners, etc.	
		CM 01/13/2026 Favorable AG 01/27/2026 RC	
2	Presentation by Florida 4-H		
3	Presentation by Florida FFA		
Other Related Meeting Documents			

The Florida Senate**BILL ANALYSIS AND FISCAL IMPACT STATEMENT**

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Agriculture

BILL:	SB 806		
INTRODUCER:	Senator Truenow		
SUBJECT:	Consumers' Right to Repair Certain Equipment		
DATE:	January 26, 2026		
REVISED:	_____		
ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1. Dike	McKay	CM	Favorable
2. Stokes-Ramos	Becker	AG	Pre-meeting
3. _____	_____	RC	_____

I. Summary:

SB 806 creates the Portable Wireless Device Repair Act, which requires manufacturers of portable wireless devices purchased or used in this state to make documentation, parts, and tools available to owners and independent repair providers. The bill also provides civil remedies for a violation of this Act, and remedies and penalties under the Florida Deceptive and Unfair Trade Practices Act.

Further, the bill creates the Agricultural Equipment Fair Repair Act, requiring original equipment manufacturers of digital agricultural equipment to provide certain manufacturing, diagnostic, and repair information to independent repair providers and owners. Original equipment manufacturers are prohibited from excluding certain information concerning security-related functions. Additionally, a civil penalty may be collected from any original equipment manufacturer who is found to be in violation.

The bill takes effect on July 1, 2026.

II. Present Situation:**Right to Repair**

Over the last eight years, state legislatures across the country have been contemplating "right to repair" laws, which require manufacturers to share repair information and tools so that consumers may repair their products more easily and less costly.¹ This type of legislation is

¹ Press Release, PIRG, *All 50 states now have filed Right to Repair legislation over last 8 years* (Feb. 24, 2025), available at <https://pirl.org/media-center/release-all-50-states-now-have-filed-right-to-repair-legislation-over-last-8-years/> (last visited Jan. 23, 2026).

BILL: SB 806

founded on the idea that consumers should be able to choose how to repair their products.² Advocates are concerned due to the number of products that utilize computer chips and advanced technology, which are becoming increasingly difficult to repair without sending the entire product back to the manufacturer.³ Many products, ranging from cars and appliances to wheelchairs, use proprietary tools and parts.⁴ Manufacturers may decline to publish documents necessary for a third party or consumer to repair.⁵ The policy objectives of these laws are to ensure that customers have access to manuals, schematics, and software updates, as well as diagnostic tools needed to service the product themselves.⁶ Moreover, proponents of digital right to repair legislation are concerned about reducing repair costs for consumers, minimizing electronic waste in landfills, and increasing the longevity of products.⁷

While there is a push for this type of legislation, manufacturers are concerned about electronic privacy and preservation of intellectual property.⁸ Technological advances in electronic equipment, such as fitness monitors, home security devices, and smart home appliances, have led to consumer data being collected at a higher volume.⁹ Opponents of right to repair legislation worry that proprietary access to tools and information needed to repair these electronic products may undermine consumers' digital privacy, as diagnostic tools may provide access to an entire device and improper repair can disable security features.¹⁰ Additionally, there is a concern that unrestricted access into product software design may compromise intellectual property protections.¹¹ If proprietary knowledge is embedded in the products they sell, some manufacturers worry that trade secrets will become public knowledge when required to disclose digital locks and other information.¹²

Cell Phones

Cell phone repair is intentionally limited by manufacturers who do not wish to share proprietary information on their electronic products.¹³ As such, consumers with broken devices are limited to disposing the phone and purchasing a new one; mailing the phone back to the manufacturer to be repaired; attempting to repair the phone themselves; or seeking out an independent repair provider.¹⁴ If the consumer mails their cell phone to the manufacturer, it could take weeks to

² Mike Serra, *Looking Under the Hood on the Right to Repair*, 101 MICH. B.J. 34 (May 2022), available at <https://www.michbar.org/journal/Details/Looking-under-the-hood-on-the-right-to-repair?ArticleID=4428> (last visited Jan. 23, 2026).

³ Thorin Klosowski, *What You Should Know About Right to Repair*, available at <https://www.nytimes.com/wirecutter/blog/what-is-right-to-repair/> (last visited Jan. 23, 2026).

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ Brian T. Yeh, CONG. RSCH. SERV., *Repair, Modification, or Resale of Software-Enabled Consumer Electronic Devices: Copyright Law Issues*, <https://crsreports.congress.gov/product/pdf/R/R44590/3> (last visited Jan. 23, 2026).

⁸ Ike Brannon, CATO INST., *A Criticism of Right to Repair Laws*, available at <https://www.cato.org/regulation/spring-2024/criticism-right-repair-laws> (last visited Jan. 23, 2026).

⁹ *See id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ See Elaine S. Povich, *Pandemic Drives Phone, Computer 'Right-to-Repair' Bills*, available at <https://stateline.org/2021/03/11/pandemic-drives-phone-computer-right-to-repair-bills/> (last visited Jan. 23, 2026).

¹⁴ Yeh, *supra* note 7.

receive the fixed product back.¹⁵ If the consumer would rather spend their money locally, they also face barriers—many small repair shops cannot fix older digital devices due to manufacturer restrictions.¹⁶

Currently, over 98% of Americans own a cell phone, and nine out of ten cell phone owners have a smartphone.¹⁷ Smartphones are not only prevalent but necessary for many people, as 15% of U.S. adults only access the internet from their smartphone because they do not subscribe to a home broadband service.¹⁸ The majority of those smartphone-dependent users are young adults and the elderly.¹⁹ Moreover, smartphone dependency most greatly affects people who make less than \$30,000 per year.²⁰

Agricultural Equipment

Farmers face similar barriers when attempting to repair agricultural equipment.²¹ As it stands, only a handful of authorized dealerships have access to the necessary diagnostic tools to fix farming equipment.²² Without the necessary software to diagnose problems, farmers must ship their equipment to the closest authorized dealership for repair.²³ With lengthy transport and wait times for repairs, “farmers can lose tens or even hundreds of thousands of dollars in potential yields.”²⁴

While there was an attempt to pass a national agricultural right to repair law in 2023,²⁵ Colorado is the only jurisdiction to pass a law giving consumers the right to repair agricultural equipment specifically.²⁶ In response to the surge of legislation attempting to resolve this issue,²⁷ the American Farm Bureau Federation (AFBF) has signed memorandums of understanding (MOUs) with five major farm equipment companies.²⁸ These MOUs ensure that farmers have access to manuals, seminars, on-board diagnostics, software, and other publications with information on service, parts, operation, and safety on fair and reasonable terms.²⁹

¹⁵ Povich, *supra* note 13.

¹⁶ Povich, *supra* note 13.

¹⁷ PEW RSCH. CTR., *Mobile Fact Sheet*, available at <https://www.pewresearch.org/internet/fact-sheet/mobile/> (last visited Jan. 23, 2026).

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*; see also FED. TRADE COMM’N, *Nixing the Fix: An FTC Report to Congress on Repair Restrictions*, available at [https://www.ftc.gov/system/files/documents/reports/nixing_fix_report_final_5521_630pm-504_002.pdf?ref=ceccna-io](https://www.ftc.gov/system/files/documents/reports/nixing-fix-ftc-report-congress-repair-restrictions/nixing_the_fix_report_final_5521_630pm-504_002.pdf?ref=ceccna-io) (last visited Jan. 23, 2026) (“This smartphone dependency makes repair restrictions on smartphones more likely to affect these communities adversely.”).

²¹ Jessie Bedayn, AP NEWS, *11 States Consider ‘Right to Repair’ for Farming Equipment*, available at <https://apnews.com/article/farm-equipment-repairs-d5ea4667253284965a85a62130503d49> (last visited Jan. 23, 2026).

²² Farm Action, *Right to Repair Campaign*, available at <https://farmaction.us/righttorepair/> (last visited Jan. 23, 2026).

²³ *Id.*

²⁴ *Id.*

²⁵ H.R. 5604, 118th Cong. (2023).

²⁶ Colo. Rev. Stat. Ann. §§ 6-1-1501-1505 (2024).

²⁷ Bedayn, *supra* note 21; see also Jennifer Bamberg, *John Deere faces lawsuit as lawmakers introduce right-to-repair bills*, available at <https://investigatemidwest.org/2025/03/05/john-deere-faces-lawsuit-as-lawmakers-introduce-right-to-repair-bills/> (last visited Jan. 23, 2026).

²⁸ AFBF, *Right to Repair*, available at <https://www.fb.org/issue/right-to-repair> (last visited Jan. 23, 2026).

²⁹ *Id.*

Despite these MOUs, farmers’ grievances have not been assuaged. In February 2025, the Federal Trade Commission (FTC) filed a lawsuit against the company John Deere over unfair manufacturer policies that create a monopoly in the repair market and inflate farmers’ repair costs.³⁰ The complaint alleges that John Deere is able to raise prices, reduce output, and degrade quality in the market for large tractors and combines in the U.S.³¹ Even with the MOU, farmers and independent repair providers must pay John Deere \$3,160 for a one-year subscription to the necessary software to diagnose and fix their tractors and combines.³² The complaint alleges that access to repair is still impaired, as this software has a degraded functionality compared to the separate software available to authorized dealerships.³³ The FTC’s complaint illustrates the problems that have yet to be overcome regarding tractor and combine repair.

III. Effect of Proposed Changes:

Cell Phone Repair

Requirements

Section 4 creates s. 559.973, F.S., mandating that a manufacturer³⁴ must make documentation,³⁵ parts,³⁶ and tools³⁷ available to portable wireless device³⁸ owners³⁹ and independent repair providers⁴⁰ on fair and reasonable terms.⁴¹ Manufacturers are not required to provide parts that

³⁰ Complaint of Plaintiff, *Fed. Trade Comm’n v. Deere*, Case No. 3:25-cv-50017 (N.D. Ill. filed Feb. 7, 2025), available at https://www.ftc.gov/system/files/ftc_gov/pdf/DeereCoREDACTEDComplaintCaseNo325-cv-50017.pdf (last visited Jan. 12, 2026); see also FTC, *States Sue Deere & Company to Protect Farmers from Unfair Corporate Tactics, High Repair Costs*, available at <https://www.ftc.gov/news-events/news/press-releases/2025/01/ftc-states-sue-deere-company-protect-farmers-unfair-corporate-tactics-high-repair-costs> (last visited Jan. 23, 2026).

³¹ Complaint of Plaintiff, *Fed. Trade Comm’n v. Deere*, Case No. 3:25-cv-50017 (N.D. Ill. filed Feb. 7, 2025), available at https://www.ftc.gov/system/files/ftc_gov/pdf/DeereCoREDACTEDComplaintCaseNo325-cv-50017.pdf (last visited Jan. 23, 2026).

³² *Id.* at 12.

³³ *Id.* at 14-16.

³⁴ “Manufacturer” means an individual or a business that sells, leases, or otherwise supplies new portable wireless devices, or parts of new portable wireless devices, manufactured by or on behalf of the individual or business to another individual or business.

³⁵ “Documentation” means a manual, a diagram, a reporting output, a service code description, a schematic, a security code or a password, or any other information used in the diagnosis, maintenance, or repair of portable wireless devices.

³⁶ “Part” means any replacement component made available by or to a manufacturer for the purpose of maintaining or repairing portable wireless devices manufactured by or on behalf of, sold by, or otherwise supplied by the manufacturer.

³⁷ “Tool” means any software program, hardware implement, or other apparatus used for diagnosing, maintaining, or repairing portable wireless devices, including software or other mechanisms that program or repair a part, calibrate functionality, or perform any other function required to bring portable wireless devices back to fully functional condition.

³⁸ “Portable wireless device” means a product that includes a battery, microphone, speaker, and display designed to send and receive transmissions through a cellular radio-telephone service.

³⁹ “Owner” means an individual or a business that lawfully acquires a portable wireless device purchased or used in this state.

⁴⁰ “Independent repair provider” means an individual or a business that does not have an arrangement with a manufacturer as an authorized repair provider and that is not affiliated with any other individual or business that has such an arrangement with the manufacturer when that individual or business diagnoses, maintains, or repairs portable wireless devices. The term includes a manufacturer or an independent repair provider that diagnoses, maintains, or repairs portable wireless devices that are not manufactured by or on behalf of, or sold or otherwise supplied by, the manufacturer.

⁴¹ “Fair and reasonable terms,” for purposes of obtaining a part, a tool, or documentation, means costs and terms that are equivalent to the most favorable costs and terms under which the manufacturer offers the part, tool, or documentation to an authorized repair provider, accounting for any discount, rebate, convenient and timely means of delivery, means of enabling fully restored and updated functionality, rights of use, or other incentive or preference that the manufacturer offers to an

are no longer available. Additionally, a manufacturer that sells diagnostic, service, or repair information to third parties in a standardized format, on terms and conditions more favorable than those provided to authorized repair providers, may not require an authorized repair provider⁴² to continue purchasing that diagnostic, service, or repair information in a proprietary format.

Enforcement

Section 5 creates s. 559.974, F.S., requiring that an independent repair provider or owner who believes that the manufacturer failed to provide portable wireless device documentation, parts, or tools for diagnosis, maintenance, or repair, must notify the manufacturer in writing of this failure. The manufacturer has 30 days following receipt of notice to correct the failure. If the manufacturer responds to the notice and corrects the failure within 30 days of notice, damages in any subsequent litigation are limited to actual damages.

If the manufacturer does not respond to the notice or corrects the failure unsatisfactorily, the owner or independent repair provider may file a complaint in a specified circuit court. The complaint must include:

- Written information confirming that the independent repair provider has attempted to acquire and use, through the then-available standard support function provided by the manufacturer, relevant documentation, parts, and tools, including communicating with customer assistance; and
- Evidence of the owner or independent repair provider's written notification to the manufacturer.

Additionally, violations of this bill are punishable under the Florida Deceptive and Unfair Trade Practices Act (FDUTPA), ss. 501.201-501.213, F.S. It is unlawful under the FDUTPA for a party to take part in "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce."⁴³ Such practices include fraudulent billing,⁴⁴ misleading a consumer or misrepresenting a product's characteristics,⁴⁵ or other behavior determined to be unfair by a court.⁴⁶ Under the FDUTPA, the office of the state attorney or Department of Legal Affairs, either by their own inquiry or through complaints, may

authorized repair provider or any additional cost, burden, or impediment that the manufacturer imposes on an owner or independent repair provider. For documentation, including any relevant updates, the term also means at no charge, except that, when the documentation is requested in printed form, a charge may be included for the reasonable actual costs of preparing and mailing the documentation.

⁴² "Authorized repair provider" means an individual or a business that is unaffiliated with the manufacturer and has an arrangement with the manufacturer under which the manufacturer grants to the individual or business a license to use a trade name, service mark, or other proprietary identifier for the diagnosis, maintenance, or repair of portable wireless devices under the name of the manufacturer, or any other arrangement with the manufacturer to offer services on behalf of the manufacturer. A manufacturer that offers the services of diagnosis, maintenance, or repair of portable wireless devices manufactured by the manufacturer or on the manufacturer's behalf, or sold or otherwise supplied by the manufacturer, and that does not do so exclusively through one or more arrangements as described in this subsection with an unaffiliated individual or business, is deemed to be an authorized repair provider of portable wireless devices.

⁴³ Section 501.204, F.S.

⁴⁴ *State Farm Mut. Auto. Ins. Co. v. Medical Service Center of Florida, Inc.*, 103 F. Supp. 3d 1343 (S.D. Fla. 2015).

⁴⁵ *Lewis v. Mercedes-Benz USA, LLC*, 530 F. Supp. 3d 1183 (S.D. Fla. 2021); *Marty v. Anheuser-Busch Companies, LLC*, 43 F. Supp. 3d 1333 (S.D. Fla. 2014).

⁴⁶ See *Siever v. BWGaskets, Inc.*, 669 F. Supp. 2d 1286, 1292-93 (M.D. Fla. 2009).

investigate violations of the FDUTPA.⁴⁷ In addition to other remedies under state and federal law, the enforcing authority may bring actions for declaratory judgment, injunctive relief, actual damages on behalf of consumers and businesses, cease and desist orders, and civil penalties up to \$10,000 per violation.⁴⁸ Moreover, consumers may bring private actions against parties for violating the FDUTPA, resulting in either:

- Declaratory judgment when the consumer is aggrieved by a FDUTPA violation; or
- Actual damages, attorney fees, and court costs, when the consumer has suffered a loss due to the FDUTPA violation.⁴⁹

Limitations

Section 6 creates s. 559.975, F.S., providing that this bill does not require:

- A manufacturer to divulge a trade secret,⁵⁰ except when necessary to provide required materials on fair and reasonable terms.
- A manufacturer or an authorized repair provider to provide an owner or independent repair provider access to nondiagnostic and nonrepair information provided by the manufacturer to the authorized repair provider.

Miscellaneous Provisions

Section 1 creates part XIV of ch. 559, F.S., consisting of ss. 559.971-559.976, F.S., entitled "Digital Right to Repair."

Section 2 creates s. 559.971, F.S., titling this part as the "Portable Wireless Device Repair Act."

Section 3 creates s. 559.972, F.S., creating definitions for use in this part.

Section 7 creates s. 559.976, F.S., providing that this part applies to portable wireless devices sold or in use on or after July 1, 2026. This bill does not apply to portable wireless devices approved by the U.S. Food and Drug Administration, security or life-safety systems and devices, or manufacturers of security or life-safety systems and devices.

Agricultural Equipment Repair

Requirements

Section 8 creates s. 686.35, F.S., the Agricultural Equipment Fair Repair Act, requiring original equipment manufacturers⁵¹ (OEM) to provide diagnostic and repair information, including

⁴⁷ The enforcing authority under the FDUTPA may "administer oaths and affirmations, subpoena witnesses or matter, and collect evidence." Section 501.206, F.S.

⁴⁸ Sections 501.207, 501.2075, 501.208, F.S.

⁴⁹ Sections 501.2105, 501.211, F.S.

⁵⁰ "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Section 688.002, F.S.

⁵¹ "Original equipment manufacturer" means a person or business that, in the ordinary course of business, is engaged in the selling or leasing of new equipment to a person or business and is engaged in the diagnosis, service, maintenance, or repair of such equipment.

updates and corrections to embedded software,⁵² to any independent repair provider⁵³ or owner⁵⁴ of equipment⁵⁵ manufactured by the OEM. Such information must be available free of charge or provided in the same manner that the OEM would divulge such information to an authorized repair provider. Moreover, the bill states the OEM is subsequently not responsible for the content and functionality of such aftermarket tools, diagnostics, or service information systems.

Additionally, the OEM may not exclude any diagnostic, service, and repair information necessary to reset a security-related electronic function on equipment manufactured by the OEM which is sold or used in this state to provide security-related functions. If such information is excluded under this bill, the necessary information to reset an immobilizer system or security-related electronic module must be made available through the appropriate secure data release system.

Exclusions

The bill explicitly does not:

- Require an OEM to divulge a trade secret.⁵⁶
- Interfere with the terms of an agreement between the OEM and an authorized repair provider,⁵⁷ except for any provision within the agreement that waives, avoids, restricts, or limits and OEM's compliance with the terms defined within this bill.
- Require that OEMs or authorized repair providers give an owner or independent repair provider access to nondiagnostic and repair documentation provided by an OEM to an authorized repair provider pursuant the terms of an authorized repair agreement.

Civil Penalty

An OEM that violates this section is liable for a civil penalty of up to \$500 per violation.

⁵² “Embedded software” means any programmable instructions provided on firmware delivered with equipment for the purpose of equipment operation, including all relevant patches and fixes made by the original equipment manufacturer for this purpose. The term includes, but is not limited to, a basic internal operating system, internal operating system, machine code, assembly code, robot code, or microcode. “Firmware” means a software program or set of instructions programmed on a hardware device to allow the device to communicate with other computer hardware.

⁵³ “Independent repair provider” means a person or business operating in this state which is not affiliated with an original equipment manufacturer or an original equipment manufacturer’s authorized repair provider and which is engaged in the diagnosis, service, maintenance, or repair of equipment. However, an original equipment manufacturer meets the definition of an independent repair provider if such original equipment manufacturer engages in the diagnosis, service, maintenance, or repair of equipment that is not affiliated with the original equipment manufacturer.

⁵⁴ “Owner” means a person or business that owns or leases a digital electronic product purchased or used in this state.

⁵⁵ “Equipment” means digital electronic equipment, or a part for such equipment, which is originally manufactured for farm equipment, including combines, tractors, implements, self-propelled equipment, and related attachments and implements, and which is manufactured for distribution and sale in this state. “Part” means a replacement part, either new or used, which the original equipment manufacturer makes available to the authorized repair provider for the purpose of effecting repair.

⁵⁶ “Trade secret” means anything, whether tangible or intangible, electronically stored or kept, which constitutes, represents, evidences, or records intellectual property, including secret or confidentially held designs, processes, procedures, formulas, inventions, improvements or secret or confidentially held scientific, technical, merchandising, production, financial, business, or management information. The term also includes any other trade secret as defined in 18 U.S.C. s. 1839.

⁵⁷ “Authorized repair provider” means an individual or entity that has an arrangement for a definite or indefinite period in which an original equipment manufacturer grants to a separate individual or entity a license to use a trade name, service mark, or related characteristic for the purpose of offering repair services under the name of the original equipment manufacturer.

Effective Date

Section 9 sets out an effective date of July 1, 2026.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None identified.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

The phrase “fair and reasonable terms” is defined in section 8 of the bill, but the phrase is not used elsewhere under the Agricultural Equipment Fair Repair Act portion of the bill, rendering the definition unnecessary.

The word “repair” on line 307 should be replaced with the word “nonrepair.”

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill creates the following sections of the Florida Statutes: 559.971, 559.972, 559.973, 559.974, 559.975, 559.976, 686.35.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:

(Summarizing differences between the Committee Substitute and the prior version of the bill.)

None.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.



LEGISLATIVE ACTION

Senate

House

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The Committee on Agriculture (Truenow) recommended the following:

1 **Senate Amendment**

2
3 Delete line 103

4 and insert:

5 telephone service. The term does not include a motor vehicle or
6 any product or service manufactured or sold by a motor vehicle
7 manufacturer or motor vehicle dealer.



LEGISLATIVE ACTION

Senate

House

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•

The Committee on Agriculture (Truenow) recommended the following:

1 **Senate Amendment**

2

3 Delete line 307

4 and insert:

5 provider access to nondiagnostic and nonrepair information
6 provided

By Senator Truenow

13-01298-26

2026806

1 A bill to be entitled
 2 An act relating to consumers' right to repair certain
 3 equipment; providing a directive to the Division of
 4 Law Revision; creating s. 559.971, F.S.; providing a
 5 short title; creating s. 559.972, F.S.; defining
 6 terms; creating s. 559.973, F.S.; requiring portable
 7 wireless device manufacturers to make certain items
 8 available to device owners and independent repair
 9 providers; prohibiting certain manufacturers from
 10 requiring authorized repair providers to continue
 11 purchasing certain information in a proprietary
 12 format; providing an exception; creating s. 559.974,
 13 F.S.; providing for enforcement; providing for
 14 damages; providing that a complaint may be filed in
 15 circuit court under certain circumstances; providing
 16 requirements for such complaint; providing that a
 17 violation is a deceptive and unfair trade practice;
 18 creating s. 559.975, F.S.; providing construction;
 19 creating s. 559.976, F.S.; providing applicability;
 20 creating s. 686.35, F.S.; defining terms; requiring
 21 original equipment manufacturers of agricultural
 22 equipment to make certain diagnostic and repair
 23 information available for no charge and in a certain
 24 manner to independent repair providers and owners;
 25 prohibiting original equipment manufacturers from
 26 excluding certain information concerning security-
 27 related functions; providing construction; providing
 28 civil liability; providing an effective date.
 29

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

13-01298-26

2026806

30 Be It Enacted by the Legislature of the State of Florida:
 31
 32 Section 1. The Division of Law Revision is directed to
 33 create part XIV of chapter 559, Florida Statutes, consisting of
 34 ss. 559.971-559.976, Florida Statutes, to be entitled "Digital
 35 Right to Repair."
 36 Section 2. Section 559.971, Florida Statutes, is created to
 37 read:
 38 559.971 Short title.—This part may be cited as the
 39 "Portable Wireless Device Repair Act."
 40 Section 3. Section 559.972, Florida Statutes, is created to
 41 read:
 42 559.972 Definitions.—As used in this act, the term:
 43 (1) "Authorized repair provider" means an individual or a
 44 business that is unaffiliated with the manufacturer and has an
 45 arrangement with the manufacturer under which the manufacturer
 46 grants to the individual or business a license to use a trade
 47 name, service mark, or other proprietary identifier for the
 48 diagnosis, maintenance, or repair of portable wireless devices
 49 under the name of the manufacturer, or any other arrangement
 50 with the manufacturer to offer services on behalf of the
 51 manufacturer. A manufacturer that offers the services of
 52 diagnosis, maintenance, or repair of portable wireless devices
 53 manufactured by the manufacturer or on the manufacturer's
 54 behalf, or sold or otherwise supplied by the manufacturer, and
 55 that does not do so exclusively through one or more arrangements
 56 as described in this subsection with an unaffiliated individual
 57 or business, is deemed to be an authorized repair provider of
 58 portable wireless devices.

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59 (2) "Documentation" means a manual, a diagram, a reporting
 60 output, a service code description, a schematic, a security code
 61 or a password, or any other information used in the diagnosis,
 62 maintenance, or repair of portable wireless devices.

63 (3) "Fair and reasonable terms," for purposes of obtaining
 64 a part, a tool, or documentation, means costs and terms that are
 65 equivalent to the most favorable costs and terms under which the
 66 manufacturer offers the part, tool, or documentation to an
 67 authorized repair provider, accounting for any discount, rebate,
 68 convenient and timely means of delivery, means of enabling fully
 69 restored and updated functionality, rights of use, or other
 70 incentive or preference that the manufacturer offers to an
 71 authorized repair provider or any additional cost, burden, or
 72 impediment that the manufacturer imposes on an owner or
 73 independent repair provider. For documentation, including any
 74 relevant updates, the term also means at no charge, except that,
 75 when the documentation is requested in print form, a charge may
 76 be included for the reasonable actual costs of preparing and
 77 mailing the documentation.

78 (4) "Independent repair provider" means an individual or a
 79 business that does not have an arrangement with a manufacturer
 80 as an authorized repair provider and that is not affiliated with
 81 any other individual or business that has such an arrangement
 82 with the manufacturer when that individual or business
 83 diagnoses, maintains, or repairs portable wireless devices. The
 84 term includes a manufacturer or an independent repair provider
 85 that diagnoses, maintains, or repairs portable wireless devices
 86 that are not manufactured by or on behalf of, or sold or
 87 otherwise supplied by, the manufacturer.

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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88 (5) "Manufacturer" means an individual or a business that
 89 sells, leases, or otherwise supplies new portable wireless
 90 devices, or parts of new portable wireless devices, manufactured
 91 by or on behalf of the individual or business to another
 92 individual or business.

93 (6) "Owner" means an individual or a business that lawfully
 94 acquires a portable wireless device purchased or used in this
 95 state.

96 (7) "Part" means any replacement component made available
 97 by or to a manufacturer for the purpose of maintaining or
 98 repairing portable wireless devices manufactured by or on behalf
 99 of, sold by, or otherwise supplied by the manufacturer.

100 (8) "Portable wireless device" means a product that
 101 includes a battery, microphone, speaker, and display designed to
 102 send and receive transmissions through a cellular radio-
 103 telephone service.

104 (9) "Tool" means any software program, hardware implement,
 105 or other apparatus used for diagnosing, maintaining, or
 106 repairing portable wireless devices, including software or other
 107 mechanisms that program or repair a part, calibrate
 108 functionality, or perform any other function required to bring
 109 portable wireless devices back to fully functional condition.

110 (10) "Trade secret" has the same meaning as in s. 688.002.

111 Section 4. Section 559.973, Florida Statutes, is created to
 112 read:

113 559.973 Requirements.

114 (1) A manufacturer must make available to an owner of a
 115 portable wireless device and to an independent repair provider
 116 of such device, on fair and reasonable terms, documentation,

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117 parts, and tools, inclusive of any updates, for diagnosing,
 118 maintaining, or repairing such device. This subsection does not
 119 require a manufacturer to provide a part that is no longer
 120 available to the manufacturer.

121 (2) A manufacturer that sells diagnostic, service, or
 122 repair information to an independent repair provider or any
 123 other third-party provider in a format that is standardized with
 124 other manufacturers, and in a manner and on terms and conditions
 125 more favorable than the manner and terms and conditions pursuant
 126 to which an authorized repair provider obtains the same
 127 diagnostic, service, or repair information, may not require an
 128 authorized repair provider to continue purchasing diagnostic,
 129 service, or repair information in a proprietary format, unless
 130 such proprietary format includes diagnostic, service, repair, or
 131 dealership operations information or functionality that is not
 132 available in such standardized format.

133 Section 5. Section 559.974, Florida Statutes, is created to
 134 read:

135 559.974 Enforcement.-

136 (1) (a) An independent repair provider or owner who believes
 137 that a manufacturer has failed to provide documentation, parts,
 138 or tools for diagnosing, maintaining, or repairing a portable
 139 wireless device as required by this part must notify the
 140 manufacturer in writing and give the manufacturer 30 days
 141 following receipt of notice to cure the failure. If the
 142 manufacturer responds to the notice and cures the failure within
 143 the cure period, damages are limited to actual damages in any
 144 subsequent litigation.

145 (b) If a manufacturer fails to respond to the notice

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146 provided under paragraph (a), or if an independent repair
 147 provider or owner is not satisfied with the manufacturer's cure,
 148 the independent repair provider or owner may file a complaint in
 149 the circuit court of the county in which the independent repair
 150 provider has his, her, or its principal place of business or in
 151 which the owner resides. The complaint must include the
 152 following:

153 1. Written information confirming that the independent
 154 repair provider or owner has attempted to acquire and use,
 155 through the then-available standard support function provided by
 156 the manufacturer, relevant documentation, parts, and tools,
 157 including communicating with customer assistance.

158 2. Evidence of manufacturer notification as required by
 159 paragraph (a).

160 (2) In addition to the remedy provided under subsection
 161 (1), a violation of this part is a deceptive and unfair trade
 162 practice under the Florida Deceptive and Unfair Trade Practices
 163 Act. All remedies, penalties, and authority granted to the
 164 enforcing authority by that act are available for the
 165 enforcement of this part.

166 Section 6. Section 559.975, Florida Statutes, is created to
 167 read:

168 559.975 Limitations.-

169 (1) This part does not require a manufacturer to divulge a
 170 trade secret, except as necessary to provide documentation,
 171 parts, and tools on fair and reasonable terms.

172 (2) This part does not require a manufacturer or an
 173 authorized repair provider to provide an owner or independent
 174 repair provider access to nondiagnostic and nonrepair

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175 information provided by a manufacturer to an authorized repair
 176 provider.

177 Section 7. Section 559.976, Florida Statutes, is created to
 178 read:

179 559.976 Applicability.

180 (1) This part applies to portable wireless devices sold or
 181 in use on or after July 1, 2026.

182 (2) This part does not apply to portable wireless devices
 183 approved by the United States Food and Drug Administration,
 184 security or life-safety systems and devices, or manufacturers of
 185 security or life-safety systems and devices.

186 Section 8. Section 686.35, Florida Statutes, is created to
 187 read:

188 686.35 Agricultural Equipment Fair Repair Act.

189 (1) As used in this section, the term:

190 (a) "Authorized repair provider" means an individual or
 191 entity that has an arrangement for a definite or indefinite
 192 period in which an original equipment manufacturer grants to a
 193 separate individual or entity a license to use a trade name,
 194 service mark, or related characteristic for the purpose of
 195 offering repair services under the name of the original
 196 equipment manufacturer.

197 (b) "Embedded software" means any programmable instructions
 198 provided on firmware delivered with equipment for the purpose of
 199 equipment operation, including all relevant patches and fixes
 200 made by the original equipment manufacturer for this purpose.
 201 The term includes, but is not limited to, a basic internal
 202 operating system, an internal operating system, a machine code,
 203 an assembly code, a robot code, or a microcode.

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204 (c) "Equipment" means digital electronic equipment, or a
 205 part for such equipment, which is originally manufactured for
 206 agricultural equipment, including combines, tractors,
 207 implements, self-propelled equipment, and related attachments
 208 and implements, and which is manufactured for distribution and
 209 sale in this state.

210 (d) "Fair and reasonable terms" means an equitable price in
 211 light of relevant factors, including, but not limited to:

212 1. The net cost to the authorized repair provider for
 213 similar information obtained from an original equipment
 214 manufacturer, excluding any applicable discount, rebate, or
 215 other incentive program;

216 2. The cost to the original equipment manufacturer for
 217 preparing and distributing the information, excluding any
 218 research and development costs incurred in designing and
 219 implementing, upgrading, or altering the product, but including
 220 amortized capital costs for the preparation and distribution of
 221 the information;

222 3. The price charged by other original equipment
 223 manufacturers for similar information;

224 4. The price charged by original equipment manufacturers
 225 for similar information before the launch of original equipment
 226 manufacturer websites;

227 5. The ability of aftermarket technicians or shops to
 228 afford the information;

229 6. The means by which the information is distributed;

230 7. The extent to which the information is used, including
 231 the number of users and the frequency, duration, and volume of
 232 use; and

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233 8. Inflation.

234 (e) "Firmware" means a software program or set of

235 instructions programmed on a hardware device to allow the device

236 to communicate with other computer hardware.

237 (f) "Independent repair provider" means a person or

238 business operating in this state which is not affiliated with an

239 original equipment manufacturer or an original equipment

240 manufacturer's authorized repair provider and which is engaged

241 in the diagnosis, service, maintenance, or repair of equipment.

242 However, an original equipment manufacturer meets the definition

243 of an independent repair provider if such original equipment

244 manufacturer engages in the diagnosis, service, maintenance, or

245 repair of equipment that is not affiliated with the original

246 equipment manufacturer.

247 (g) "Original equipment manufacturer" means a person or

248 business that, in the ordinary course of business, is engaged in

249 the selling or leasing of new equipment to a person or business

250 and is engaged in the diagnosis, service, maintenance, or repair

251 of such equipment.

252 (h) "Owner" means a person or business that owns or leases

253 a digital electronic product purchased or used in this state.

254 (i) "Part" means a replacement part, either new or used,

255 which the original equipment manufacturer makes available to the

256 authorized repair provider for the purpose of effecting repair.

257 (j) "Trade secret" means anything, whether tangible or

258 intangible, electronically stored or kept, which constitutes,

259 represents, evidences, or records intellectual property,

260 including secret or confidentially held designs, processes,

261 procedures, formulas, inventions, or improvements or secret or

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262 confidentially held scientific, technical, merchandising,

263 production, financial, business, or management information. The

264 term also includes any other trade secret as defined in 18

265 U.S.C. s. 1839.

266 (2) For equipment sold and used in this state, the original

267 equipment manufacturer shall make available diagnostic and

268 repair information, including repair technical updates and

269 corrections to embedded software, to any independent repair

270 provider or owner of equipment manufactured by such original

271 equipment manufacturer. The information must be made available

272 for no charge or must be provided in the same manner as the

273 original equipment manufacturer makes such diagnostic and repair

274 information available to an authorized repair provider.

275 Thereafter, the original equipment manufacturer is not

276 responsible for the content and functionality of such

277 aftermarket diagnostic tools, diagnostics, or service

278 information systems.

279 (3) Original equipment manufactured by the original

280 equipment manufacturer which is sold or used in this state to

281 provide security-related functions may not exclude from

282 information provided to an owner or an independent repair

283 provider any diagnostic, service, and repair information

284 necessary to reset a security-related electronic function. If

285 such information is excluded under this section, the information

286 necessary to reset an immobilizer system or a security-related

287 electronic module must be obtainable by an owner or an

288 independent repair provider through the appropriate secure data

289 release system.

290 (4) This section may not be construed to do any of the

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291 following:

292 (a) Require an original equipment manufacturer to divulge a
293 trade secret.
294 (b) Abrogate, interfere with, contradict, or alter the
295 terms of an agreement executed and in force between an
296 authorized repair provider and an original equipment
297 manufacturer, including, but not limited to, the performance or
298 provision of warranty or recall repair work by an authorized
299 repair provider on behalf of an original equipment manufacturer
300 pursuant to such authorized repair agreement, except that any
301 provision in such an authorized repair agreement which purports
302 to waive, avoid, restrict, or limit an original equipment
303 manufacturer's compliance with this section is void and
304 unenforceable.

305 (c) Require original equipment manufacturers or authorized
306 repair providers to provide an owner or an independent repair
307 provider access to nondiagnostic and repair information provided
308 by an original equipment manufacturer to an authorized repair
309 provider pursuant to the terms of an authorized repair
310 agreement.

311 (5) An original equipment manufacturer found in violation
312 of this section is liable for a civil penalty of not more than
313 \$500 for each violation.

314 Section 9. This act shall take effect July 1, 2026.



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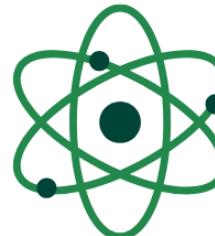


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70%

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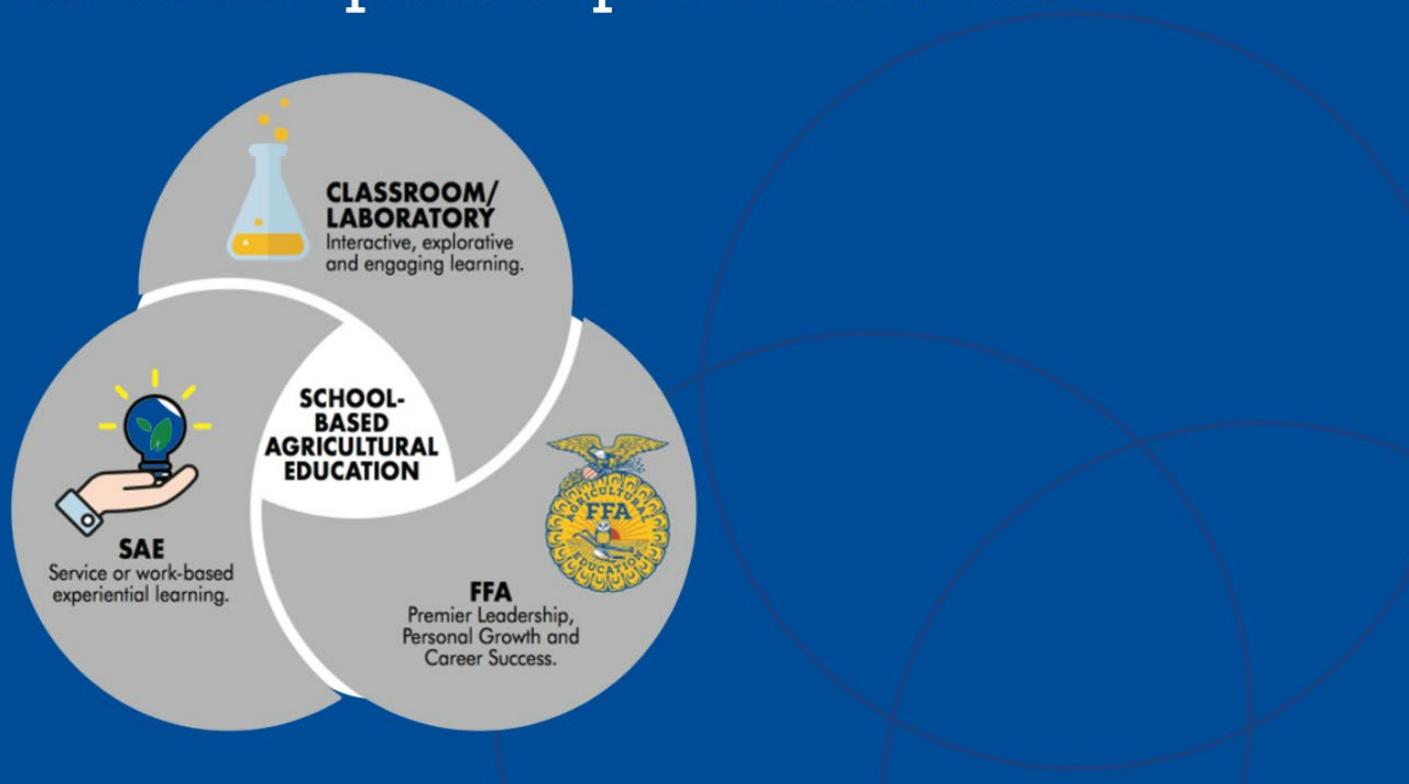
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Supervised Agriculture Experiences allow students to gain real-world experience and apply their skills and knowledge from FFA & the classroom.



Agriculture Education proudly provides students with one of the most complete educational experiences available.

We've got some work to do before 2050, but we're up for the challenge. Our growing pains are a positive sign:

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- Record Participation



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In the 2025 Farm Bill, Commissioner Simpson, Sen. Truenow, & Rep. Alvarez included language that paves the way for recurring state funding to continue membership affiliation. This actual funding request is included in the Commissioner's Department Budget request being considered this session.



Together, we'll face these issues in an effort to tackle a global challenge.



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