

By the Committee on Commerce and Tourism; and Senator Truenow

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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; creating s. 559.975,
14 F.S.; providing construction; creating s. 559.976,
15 F.S.; providing applicability; creating s. 686.35,
16 F.S.; defining terms; requiring original equipment
17 manufacturers of agricultural equipment to make
18 certain diagnostic and repair information available to
19 independent repair providers and owners; prohibiting
20 original equipment manufacturers from excluding
21 certain information concerning security-related
22 functions; providing construction and applicability;
23 providing civil liability; providing an effective
24 date.

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26 Be It Enacted by the Legislature of the State of Florida:

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28 Section 1. The Division of Law Revision is directed to
29 create part XIV of chapter 559, Florida Statutes, consisting of

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30 ss. 559.971-559.976, Florida Statutes, to be entitled "Digital
31 Right to Repair."

32 Section 2. Section 559.971, Florida Statutes, is created to
33 read:

34 559.971 Short title.—This part may be cited as the
35 "Portable Wireless Device Repair Act."

36 Section 3. Section 559.972, Florida Statutes, is created to
37 read:

38 559.972 Definitions.—As used in this act, the term:

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

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

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

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

84 (5) "Manufacturer" means an individual or a business that
85 sells, leases, or otherwise supplies new portable wireless
86 devices, or parts of new portable wireless devices, manufactured
87 by or on behalf of the individual or business to another

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88 individual or business.

89 (6) "Owner" means an individual or a business that lawfully
90 acquires a portable wireless device purchased or used in this
91 state.

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

96 (8) "Portable wireless device" means a product that
97 includes a battery, microphone, speaker, and display designed to
98 send and receive transmissions through a cellular radio-
99 telephone service.

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

106 (10) "Trade secret" has the same meaning as in s. 688.002.
107 Section 4. Section 559.973, Florida Statutes, is created to
108 read:

109 559.973 Requirements.—

110 (1) A manufacturer must make available to an owner of a
111 portable wireless device, and to an independent repair provider
112 of such device, on fair and reasonable terms, documentation,
113 parts, and tools, inclusive of any updates, for diagnosing,
114 maintaining, or repairing such device. This subsection does not
115 require a manufacturer to provide a part that is no longer
116 available to the manufacturer.

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

129 Section 5. Section 559.974, Florida Statutes, is created to
130 read:

131 559.974 Enforcement.—

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

141 (b) If a manufacturer fails to respond to the notice
142 provided under paragraph (a), or if an independent repair
143 provider or owner is not satisfied with the manufacturer's cure,
144 the independent repair provider or owner may file a complaint in
145 the circuit court of the county in which the independent repair

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146 provider has his, her, or its principal place of business or in
147 which the owner resides. The complaint must include the
148 following:

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

154 2. Evidence of manufacturer notification as required by
155 paragraph (a).

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

162 Section 6. Section 559.975, Florida Statutes, is created to
163 read:

164 559.975 Limitations.—

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

168 (2) This part does not require a manufacturer or an
169 authorized repair provider to provide an owner or independent
170 repair provider access to nondiagnostic and nonrepair
171 information provided by a manufacturer to an authorized repair
172 provider.

173 Section 7. Section 559.976, Florida Statutes, is created to
174 read:

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175 559.976 Applicability.-

176 (1) This part applies to portable wireless devices sold or
177 in use on or after July 1, 2025.

178 (2) This part does not apply to portable wireless devices
179 approved by the United States Food and Drug Administration.

180 Section 8. Section 686.35, Florida Statutes, is created to
181 read:

182 686.35 Agricultural Equipment Fair Repair Act.-

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

184 (a) "Authorized repair provider" means an individual or
185 entity that has an arrangement for a definite or indefinite
186 period in which an original equipment manufacturer grants to a
187 separate individual or entity a license to use a trade name,
188 service mark, or related characteristic for the purpose of
189 offering repair services under the name of the original
190 equipment manufacturer.

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

198 (c) "Equipment" means digital electronic equipment, or a
199 part for such equipment, which is originally manufactured for
200 farm equipment, including combines, tractors, implements, self-
201 propelled equipment, and related attachments and implements, and
202 which is manufactured for distribution and sale in this state.

203 (d) "Fair and reasonable terms" means an equitable price in

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204 light of relevant factors, including, but not limited to:

205 1. The net cost to the authorized repair provider for
206 similar information obtained from an original equipment
207 manufacturer, excluding any applicable discount, rebate, or
208 other incentive program;

209 2. The cost to the original equipment manufacturer for
210 preparing and distributing the information, excluding any
211 research and development costs incurred in designing and
212 implementing, upgrading, or altering the product, but including
213 amortized capital costs for the preparation and distribution of
214 the information;

215 3. The price charged by other original equipment
216 manufacturers for similar information;

217 4. The price charged by original equipment manufacturers
218 for similar information before the launch of original equipment
219 manufacturer websites;

220 5. The ability of aftermarket technicians or shops to
221 afford the information;

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

223 7. The extent to which the information is used, including
224 the number of users and the frequency, duration, and volume of
225 use; and

226 8. Inflation.

227 (e) "Firmware" means a software program or set of
228 instructions programmed on a hardware device to allow the device
229 to communicate with other computer hardware.

230 (f) "Independent repair provider" means a person or
231 business operating in this state which is not affiliated with an
232 original equipment manufacturer or an original equipment

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233 manufacturer's authorized repair provider and which is engaged
234 in the diagnosis, service, maintenance, or repair of equipment.
235 However, an original equipment manufacturer meets the definition
236 of an independent repair provider if such original equipment
237 manufacturer engages in the diagnosis, service, maintenance, or
238 repair of equipment that is not affiliated with the original
239 equipment manufacturer.

240 (g) "Motor vehicle" means any vehicle that is designed for
241 transporting persons or property on a street or highway and is
242 certified by the motor vehicle manufacturer under all applicable
243 federal safety and emissions standards and requirements for
244 distribution and sale in the United States. The term does not
245 include a motorcycle or a recreational vehicle or manufactured
246 home equipped for habitation.

247 (h) "Motor vehicle dealer" means a person or business that,
248 in the ordinary course of business, is engaged in the selling or
249 leasing of new motor vehicles to a person or business pursuant
250 to a franchise agreement; is engaged in the diagnosis, service,
251 maintenance, or repair of motor vehicles or motor vehicle
252 engines pursuant to such franchise agreement; and has obtained a
253 license under s. 320.27.

254 (i) "Motor vehicle manufacturer" means a person or business
255 engaged in the manufacturing or assembling of new motor
256 vehicles.

257 (j) "Original equipment manufacturer" means a person or
258 business that, in the ordinary course of business, is engaged in
259 the selling or leasing of new equipment to a person or business
260 and is engaged in the diagnosis, service, maintenance, or repair
261 of such equipment.

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262 (k) "Owner" means a person or business that owns or leases
263 a digital electronic product purchased or used in this state.

264 (l) "Part" means a replacement part, either new or used,
265 which the original equipment manufacturer makes available to the
266 authorized repair provider for the purpose of effecting repair.

267 (m) "Trade secret" means anything, whether tangible or
268 intangible or electronically stored or kept, which constitutes,
269 represents, evidences, or records intellectual property,
270 including secret or confidentially held designs, processes,
271 procedures, formulas, inventions, or improvements or secret or
272 confidentially held scientific, technical, merchandising,
273 production, financial, business, or management information. The
274 term also includes any other trade secret as defined in 18
275 U.S.C. s. 1839.

276 (2) For equipment sold and used in this state, the original
277 equipment manufacturer shall make available diagnostic and
278 repair information, including repair technical updates and
279 corrections to embedded software, to any independent repair
280 provider or owner of equipment manufactured by such original
281 equipment manufacturer. The information must be made available
282 for no charge or must be provided in the same manner as the
283 original equipment manufacturer makes such diagnostic and repair
284 information available to an authorized repair provider.
285 Thereafter, the original equipment manufacturer is not
286 responsible for the content and functionality of such
287 aftermarket diagnostic tools, diagnostics, or service
288 information systems.

289 (3) Original equipment manufactured by the original
290 equipment manufacturer which is sold or used in this state to

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291 provide security-related functions may not exclude from
292 information provided to an owner or an independent repair
293 provider any diagnostic, service, and repair information
294 necessary to reset a security-related electronic function. If
295 such information is excluded under this section, the information
296 necessary to reset an immobilizer system or a security-related
297 electronic module must be obtainable by an owner or an
298 independent repair provider through the appropriate secure data
299 release system.

300 (4) This section may not be construed to do any of the
301 following:

302 (a) Require an original equipment manufacturer to divulge a
303 trade secret.

304 (b) Abrogate, interfere with, contradict, or alter the
305 terms of an agreement executed and in force between an
306 authorized repair provider and an original equipment
307 manufacturer, including, but not limited to, the performance or
308 provision of warranty or recall repair work by an authorized
309 repair provider on behalf of an original equipment manufacturer
310 pursuant to such authorized repair agreement, except that any
311 provision in such an authorized repair agreement which purports
312 to waive, avoid, restrict, or limit an original equipment
313 manufacturer's compliance with this section is void and
314 unenforceable.

315 (c) Require original equipment manufacturers or authorized
316 repair providers to provide an owner or an independent repair
317 provider access to nondiagnostic and repair information provided
318 by an original equipment manufacturer to an authorized repair
319 provider pursuant to the terms of an authorized repair

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320 agreement.

321 (5) This section does not apply to motor vehicle
322 manufacturers, any product or service of a motor vehicle
323 manufacturer, or motor vehicle dealers.

324 (6) An original equipment manufacturer found in violation
325 of this section is liable for a civil penalty of not more than
326 \$500 for each violation.

327 Section 9. This act shall take effect July 1, 2025.