

By the Committees on Agriculture; and 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; 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.
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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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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, 2025.

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 farm equipment, including combines, tractors, implements, self-
207 propelled equipment, and related attachments and implements, and
208 which is manufactured for distribution and sale in this state.

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

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

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

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

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

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

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

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

232 8. Inflation.

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

236 (f) "Independent repair provider" means a person or
237 business operating in this state which is not affiliated with an
238 original equipment manufacturer or an original equipment
239 manufacturer's authorized repair provider and which is engaged
240 in the diagnosis, service, maintenance, or repair of equipment.
241 However, an original equipment manufacturer meets the definition
242 of an independent repair provider if such original equipment
243 manufacturer engages in the diagnosis, service, maintenance, or
244 repair of equipment that is not affiliated with the original
245 equipment manufacturer.

246 (g) "Original equipment manufacturer" means a person or
247 business that, in the ordinary course of business, is engaged in
248 the selling or leasing of new equipment to a person or business
249 and is engaged in the diagnosis, service, maintenance, or repair
250 of such equipment.

251 (h) "Owner" means a person or business that owns or leases
252 a digital electronic product purchased or used in this state.

253 (i) "Part" means a replacement part, either new or used,
254 which the original equipment manufacturer makes available to the
255 authorized repair provider for the purpose of effecting repair.

256 (j) "Trade secret" means anything, whether tangible or
257 intangible or electronically stored or kept, which constitutes,
258 represents, evidences, or records intellectual property,
259 including secret or confidentially held designs, processes,
260 procedures, formulas, inventions, or improvements or secret or
261 confidentially held scientific, technical, merchandising,

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262 production, financial, business, or management information. The
263 term also includes any other trade secret as defined in 18
264 U.S.C. s. 1839.

265 (2) For equipment sold and used in this state, the original
266 equipment manufacturer shall make available diagnostic and
267 repair information, including repair technical updates and
268 corrections to embedded software, to any independent repair
269 provider or owner of equipment manufactured by such original
270 equipment manufacturer. The information must be made available
271 for no charge or must be provided in the same manner as the
272 original equipment manufacturer makes such diagnostic and repair
273 information available to an authorized repair provider.
274 Thereafter, the original equipment manufacturer is not
275 responsible for the content and functionality of such
276 aftermarket diagnostic tools, diagnostics, or service
277 information systems.

278 (3) Original equipment manufactured by the original
279 equipment manufacturer which is sold or used in this state to
280 provide security-related functions may not exclude from
281 information provided to an owner or an independent repair
282 provider any diagnostic, service, and repair information
283 necessary to reset a security-related electronic function. If
284 such information is excluded under this section, the information
285 necessary to reset an immobilizer system or a security-related
286 electronic module must be obtainable by an owner or an
287 independent repair provider through the appropriate secure data
288 release system.

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

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291 (a) Require an original equipment manufacturer to divulge a
292 trade secret.

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

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

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

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