

1 A bill to be entitled
2 An act relating to portable wireless device repair;
3 creating XIV of ch. 559, F.S., entitled "Digital Right
4 to Repair"; creating s. 559.971, F.S.; providing a
5 short title; creating s. 559.972, F.S.; providing
6 definitions; creating s. 559.973, F.S.; requiring
7 portable wireless device manufacturers to make certain
8 items available to device owners and independent
9 repair providers; prohibiting certain manufacturers
10 from 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.; providing definitions;
21 requiring original equipment manufacturers of
22 agricultural equipment to make certain diagnostic and
23 repair information available for no charge and in a
24 certain manner to independent repair providers and
25 owners; prohibiting original equipment manufacturers

from excluding certain information concerning security-related electronic functions; providing construction; providing civil liability; providing an effective date.

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

Section 1. Part XIV of chapter 559, Florida Statutes, consisting of ss. 559.971-559.976, Florida Statutes, is created and entitled "Digital Right to Repair."

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

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

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

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

(1) "Authorized repair provider" means:

(a) 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

51 on behalf of the manufacturer; or

52 (b) A manufacturer that offers the services of diagnosis,
53 maintenance, or repair of portable wireless devices manufactured
54 by the manufacturer or on the manufacturer's behalf, or sold or
55 otherwise supplied by the manufacturer, and that does not do so
56 exclusively through one or more arrangements as described in
57 paragraph (a) with an unaffiliated individual or business.

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

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

76 mailing the documentation.

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

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

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

95 (7) "Part," unless the context clearly indicates
96 otherwise, means any replacement component made available by or
97 to a manufacturer for the purpose of maintaining or repairing
98 portable wireless devices manufactured by or on behalf of, sold
99 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**
112 **to 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,
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**
134 **to read:**

135 559.974 Enforcement.—

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

145 (b) If a manufacturer fails to respond to the notice
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**
167 **to 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
175 information provided by a manufacturer to an authorized repair

176 provider.

177 **Section 7. Section 559.976, Florida Statutes, is created**
178 **to 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 business 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
198 instructions provided on firmware delivered with equipment for
199 the purpose of equipment operation, including all relevant
200 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, an internal operating system, a machine code, an assembly code, a robot code, or a microcode. As used in this paragraph, the term "firmware" means a software program or set of instructions programmed on a hardware device to allow the device to communicate with other computer hardware.

(c) "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, but excluding all-terrain vehicles, off-highway motorcycles, and recreational off-highway vehicles. As used in this paragraph, the term "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.

(d) "Independent repair provider" means an individual 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

226 equipment manufacturer.

227 (e) "Original equipment manufacturer" means an individual
228 or business that, in the ordinary course of business, is engaged
229 in the selling or leasing of new equipment to an individual or
230 business and is engaged in the diagnosis, service, maintenance,
231 or repair of such equipment.

232 (f) "Owner" means an individual or business that owns or
233 leases a digital electronic product purchased or used in this
234 state.

235 (g) "Trade secret" means anything, whether tangible or
236 intangible or electronically stored or kept, which constitutes,
237 represents, evidences, or records intellectual property,
238 including secret or confidentially held designs, processes,
239 procedures, formulas, inventions, or improvements or secret or
240 confidentially held scientific, technical, merchandising,
241 production, financial, business, or management information. The
242 term also includes any other trade secret as defined in 18
243 U.S.C. s. 1839.

244 (2) For equipment sold and used in this state, the
245 original equipment manufacturer shall make available diagnostic
246 and repair information, including repair technical updates and
247 corrections to embedded software, to any independent repair
248 provider or owner of equipment manufactured by such original
249 equipment manufacturer. The information must be made available
250 for no charge or must be provided in the same manner as the

original equipment manufacturer makes such diagnostic and
nonrepair information available to an authorized repair
provider. Thereafter, the original equipment manufacturer is not
responsible for the content and functionality of such
aftermarket diagnostic tools, diagnostics, or service
information systems.

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

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

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

(b) Abrogate, interfere with, contradict, or alter the
terms of an agreement executed and in force between an
authorized repair provider and an original equipment
manufacturer, including, but not limited to, the performance or

provision of warranty or recall repair work by an authorized repair provider on behalf of an original equipment manufacturer pursuant to such authorized repair agreement, except that any provision in such authorized repair agreement which purports to waive, avoid, restrict, or limit an original equipment manufacturer's compliance with this section is void and unenforceable.

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

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

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