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://pirg.org/media-center/release-all-50-states-now-have-filed-right-to-repair-legislation-over-last-8-years/ (last visited Jan. 23, 2026).

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

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[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]

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[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-ftc-report-congress-repair-restrictions/nixing_the_fix_report_final_5521_630pm-508_002.pdf?ref=cecna-io (last visited Jan. 23, 2026) ("This smartphone dependency makes repair restrictions on smartphones more likely to affect these communities adversely.").
[21] Jesse Bedayn, AP NEWS, *11 States Consider 'Right to Repair' for Farming Equipment*, available at https://apnews.com/article/farm-equipment-repairs-d5ea466725328d965a85a62130503d49 (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 manufacturer[34] must make documentation,[35] parts,[36] and tools[37] available to portable wireless device[38] owners[39] and independent repair providers[40] 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 provider[42] 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 of 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 manufacturers[51] (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 provider[53] or owner[54] of equipment[55] 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.

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[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, or 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.