

By the Committee on Agriculture; and Senator Truenow

575-02256-26

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A bill to be entitled

An act relating to consumers' right to repair certain equipment; providing a directive to the Division of Law Revision; creating s. 559.971, F.S.; providing a short title; creating s. 559.972, F.S.; defining terms; creating s. 559.973, F.S.; 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; providing an exception; creating s. 559.974, F.S.; providing for enforcement; providing for damages; providing that a complaint may be filed in circuit court under certain circumstances; providing requirements for such complaint; providing that a violation is a deceptive and unfair trade practice; creating s. 559.975, F.S.; providing construction; creating s. 559.976, F.S.; providing applicability; creating s. 686.35, F.S.; defining terms; 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; prohibiting original equipment manufacturers from excluding certain information concerning security-related functions; providing construction; providing 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. The term does not include a motor vehicle or
104 any product or service manufactured or sold by a motor vehicle
105 manufacturer or motor vehicle dealer.

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

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

113 Section 4. Section 559.973, Florida Statutes, is created to
114 read:

115 559.973 Requirements.—

116 (1) A manufacturer must make available to an owner of a

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117 portable wireless device and to an independent repair provider
118 of such device, on fair and reasonable terms, documentation,
119 parts, and tools, inclusive of any updates, for diagnosing,
120 maintaining, or repairing such device. This subsection does not
121 require a manufacturer to provide a part that is no longer
122 available to the manufacturer.

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

135 Section 5. Section 559.974, Florida Statutes, is created to
136 read:

137 559.974 Enforcement.—

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

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146 subsequent litigation.147 (b) If a manufacturer fails to respond to the notice
148 provided under paragraph (a), or if an independent repair
149 provider or owner is not satisfied with the manufacturer's cure,
150 the independent repair provider or owner may file a complaint in
151 the circuit court of the county in which the independent repair
152 provider has his, her, or its principal place of business or in
153 which the owner resides. The complaint must include the
154 following:155 1. Written information confirming that the independent
156 repair provider or owner has attempted to acquire and use,
157 through the then-available standard support function provided by
158 the manufacturer, relevant documentation, parts, and tools,
159 including communicating with customer assistance.160 2. Evidence of manufacturer notification as required by
161 paragraph (a).162 (2) In addition to the remedy provided under subsection
163 (1), a violation of this part is a deceptive and unfair trade
164 practice under the Florida Deceptive and Unfair Trade Practices
165 Act. All remedies, penalties, and authority granted to the
166 enforcing authority by that act are available for the
167 enforcement of this part.168 Section 6. Section 559.975, Florida Statutes, is created to
169 read:170 559.975 Limitations.—171 (1) This part does not require a manufacturer to divulge a
172 trade secret, except as necessary to provide documentation,
173 parts, and tools on fair and reasonable terms.174 (2) This part does not require a manufacturer or an

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175 authorized repair provider to provide an owner or independent
176 repair provider access to nondiagnostic and nonrepair
177 information provided by a manufacturer to an authorized repair
178 provider.

179 Section 7. Section 559.976, Florida Statutes, is created to
180 read:

181 559.976 Applicability.—

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

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

188 Section 8. Section 686.35, Florida Statutes, is created to
189 read:

190 686.35 Agricultural Equipment Fair Repair Act.—

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

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

199 (b) "Embedded software" means any programmable instructions
200 provided on firmware delivered with equipment for the purpose of
201 equipment operation, including all relevant patches and fixes
202 made by the original equipment manufacturer for this purpose.

203 The term includes, but is not limited to, a basic internal

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204 operating system, an internal operating system, a machine code,
205 an assembly code, a robot code, or a microcode.

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

212 (d) “Fair and reasonable terms” means an equitable price in
213 light of relevant factors, including, but not limited to:

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

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

224 3. The price charged by other original equipment
225 manufacturers for similar information;

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

229 5. The ability of aftermarket technicians or shops to
230 afford the information;

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

232 7. The extent to which the information is used, including

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233 the number of users and the frequency, duration, and volume of
234 use; and

235 8. Inflation.

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

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

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

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

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

259 (j) "Trade secret" means anything, whether tangible or
260 intangible, electronically stored or kept, which constitutes,
261 represents, evidences, or records intellectual property,

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262 including secret or confidentially held designs, processes,
263 procedures, formulas, inventions, or improvements or secret or
264 confidentially held scientific, technical, merchandising,
265 production, financial, business, or management information. The
266 term also includes any other trade secret as defined in 18
267 U.S.C. s. 1839.

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

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

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291 release system.292 (4) This section may not be construed to do any of the
293 following:294 (a) Require an original equipment manufacturer to divulge a
295 trade secret.296 (b) Abrogate, interfere with, contradict, or alter the
297 terms of an agreement executed and in force between an
298 authorized repair provider and an original equipment
299 manufacturer, including, but not limited to, the performance or
300 provision of warranty or recall repair work by an authorized
301 repair provider on behalf of an original equipment manufacturer
302 pursuant to such authorized repair agreement, except that any
303 provision in such an authorized repair agreement which purports
304 to waive, avoid, restrict, or limit an original equipment
305 manufacturer's compliance with this section is void and
306 unenforceable.307 (c) Require original equipment manufacturers or authorized
308 repair providers to provide an owner or an independent repair
309 provider access to nondiagnostic and nonrepair information
310 provided by an original equipment manufacturer to an authorized
311 repair provider pursuant to the terms of an authorized repair
312 agreement.313 (5) An original equipment manufacturer found in violation
314 of this section is liable for a civil penalty of not more than
315 \$500 for each violation.

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