

By the Committee on Agriculture; and Senator Truenow

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

Section 1. The Division of Law Revision is directed to create part XIV of chapter 559, Florida Statutes, consisting of ss. 559.971-559.976, Florida Statutes, to be 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 act, the term:

(1) "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.

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

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

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

559.974 Enforcement.—

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

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subsequent litigation.

(b) If a manufacturer fails to respond to the notice provided under paragraph (a), or if an independent repair provider or owner is not satisfied with the manufacturer's cure, the independent repair provider or owner may file a complaint in the circuit court of the county in which the independent repair provider has his, her, or its principal place of business or in which the owner resides. The complaint must include the following:

1. Written information confirming that the independent repair provider or owner 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.

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

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

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

559.975 Limitations.—

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

(2) This part does not require a manufacturer or an

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

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

559.976 Applicability.—

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

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

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

686.35 Agricultural Equipment Fair Repair Act.—

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

(a) "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.

(b) "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

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

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

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

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

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

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

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

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

6. The means by which the information is distributed;

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

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

8. Inflation.

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

(f) "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.

(g) "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.

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

(i) "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.

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

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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.

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

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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.