

By Senator Truenow

13-01298-26

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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.

13-01298-26

2026806__

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.

13-01298-26

2026806__

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.

13-01298-26

2026806__

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,

13-01298-26

2026806__

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

13-01298-26

2026806__

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 authorized repair provider to provide an owner or independent repair provider access to nondiagnostic and nonrepair

13-01298-26

2026806__

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, 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 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.

13-01298-26

2026806__

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

13-01298-26

2026806__

233 8. Inflation.

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

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

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

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

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

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

13-01298-26

2026806__

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 release system.

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

13-01298-26

2026806__

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 an 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 repair 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.