

1                                   A bill to be entitled  
 2           An act relating to digital right to repair; providing  
 3           a directive to the Division of Law Revision; creating  
 4           s. 559.971, F.S.; providing a short title; creating s.  
 5           559.972, F.S.; providing definitions; creating s.  
 6           559.973, F.S.; requiring portable wireless device  
 7           manufacturers to make certain items available to  
 8           device owners and independent repair providers;  
 9           prohibiting certain manufacturers from requiring  
 10          authorized repair providers to continue purchasing  
 11          certain information in a proprietary format; providing  
 12          an exception; creating s. 559.974, F.S.; providing for  
 13          enforcement; creating s. 559.975, F.S.; providing  
 14          construction; creating s. 559.976, F.S.; providing  
 15          applicability; providing an effective date.

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 17 Be It Enacted by the Legislature of the State of Florida:  
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19           **Section 1.** The Division of Law Revision is directed to  
 20 create part XIV of chapter 559, Florida Statutes, consisting of  
 21 ss. 559.971-559.976, to be entitled "Digital Right to Repair."

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

24           559.971 Short title.-This part may be cited as the  
 25 "Portable Wireless Device Repair Act."

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

28           559.972 Definitions.—As used in this act, the term:

29           (1) "Authorized repair provider" means an individual or a  
30 business that is unaffiliated with the manufacturer and has an  
31 arrangement with the manufacturer under which the manufacturer  
32 grants to the individual or business a license to use a trade  
33 name, service mark, or other proprietary identifier for the  
34 diagnosis, maintenance, or repair of portable wireless devices  
35 under the name of the manufacturer, or any other arrangement  
36 with the manufacturer to offer services on behalf of the  
37 manufacturer. A manufacturer that offers the services of  
38 diagnosis, maintenance, or repair of portable wireless devices  
39 manufactured by the manufacturer or on the manufacturer's  
40 behalf, or sold or otherwise supplied by the manufacturer, and  
41 that does not do so exclusively through one or more arrangements  
42 as described in this subsection with an unaffiliated individual  
43 or business, is deemed to be an authorized repair provider of  
44 portable wireless devices.

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

49           (3) "Fair and reasonable terms," for purposes of obtaining  
50 a part, a tool, or documentation, means costs and terms that are

51 equivalent to the most favorable costs and terms under which the  
52 manufacturer offers the part, tool, or documentation to an  
53 authorized repair provider, accounting for any discount, rebate,  
54 convenient and timely means of delivery, means of enabling fully  
55 restored and updated functionality, rights of use, or other  
56 incentive or preference that the manufacturer offers to an  
57 authorized repair provider or any additional cost, burden, or  
58 impediment that the manufacturer imposes on an owner or  
59 independent repair provider. For documentation, including any  
60 relevant updates, the term also means at no charge, except that,  
61 when the documentation is requested in print form, a charge may  
62 be included for the reasonable actual costs of preparing and  
63 mailing the documentation.

64 (4) "Independent repair provider" means an individual or a  
65 business that does not have an arrangement with a manufacturer  
66 as an authorized repair provider and that is not affiliated with  
67 any other individual or business that has such an arrangement  
68 with the manufacturer when that individual or business  
69 diagnoses, maintains, or repairs portable wireless devices. The  
70 term includes a manufacturer or an independent repair provider  
71 that diagnoses, maintains, or repairs portable wireless devices  
72 that are not manufactured by or on behalf of, or sold or  
73 otherwise supplied by, the manufacturer.

74 (5) "Manufacturer" means an individual or a business that  
75 sells, leases, or otherwise supplies new portable wireless

76 devices, or parts of new portable wireless devices, manufactured  
77 by or on behalf of the individual or business to another  
78 individual or business.

79 (6) "Owner" means an individual or a business that  
80 lawfully acquires a portable wireless device purchased or used  
81 in this state.

82 (7) "Part" means any replacement component made available  
83 by or to a manufacturer for the purpose of maintaining or  
84 repairing portable wireless devices manufactured by or on behalf  
85 of, sold by, or otherwise supplied by the manufacturer.

86 (8) "Portable wireless device" means a product that  
87 includes a battery, microphone, speaker, and display designed to  
88 send and receive transmissions through a cellular radio-  
89 telephone service.

90 (9) "Tool" means any software program, hardware implement,  
91 or other apparatus used for diagnosing, maintaining, or  
92 repairing portable wireless devices, including software or other  
93 mechanisms that program or repair a part, calibrate  
94 functionality, or perform any other function required to bring  
95 portable wireless devices back to fully functional condition.

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

97 **Section 4. Section 559.973, Florida Statutes, is created**  
98 **to read:**

99 559.973 Requirements.-

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

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

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

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

121 559.974 Enforcement.—

122 (1) (a) An independent repair provider or owner who  
123 believes that a manufacturer has failed to provide  
124 documentation, parts, or tools for diagnosing, maintaining, or  
125 repairing a portable wireless device, as required by this part,

126 must notify the manufacturer, in writing, and give the  
127 manufacturer 30 days following receipt of notice to cure the  
128 failure. If the manufacturer responds to the notice and cures  
129 the failure within the cure period, damages shall be limited to  
130 actual damages in any subsequent litigation.

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

139 1. Written information confirming that the independent  
140 repair provider or owner has attempted to acquire and use,  
141 through the then-available standard support function provided by  
142 the manufacturer, relevant documentation, parts, and tools,  
143 including communicating with customer assistance.

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

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

151 enforcement of this part.

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

154 559.975 Limitations.—

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

158 (2) This part does not require a manufacturer or an  
159 authorized repair provider to provide an owner or independent  
160 repair provider access to nondiagnostic and nonrepair  
161 information provided by a manufacturer to an authorized repair  
162 provider.

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

165 559.976 Applicability.—

166 (1) This part applies to portable wireless devices sold or  
167 in use on or after July 1, 2025.

168 (2) This part does not apply to portable wireless devices  
169 approved by the United States Food and Drug Administration.

170 **Section 8.** This act shall take effect July 1, 2025.