

HOUSE No. 4982

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, January 28, 2026.

The committee on Consumer Protection and Professional Licensure, to whom was referred the petition (accompanied by bill, House, No. 433) of Adrian C. Madaro and others relative to diagnostic, service or repair information and services for digital electronic products, reports recommending that the accompanying bill (House, No. 4982) ought to pass.

For the committee,

TACKEY CHAN.

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In the One Hundred and Ninety-Fourth General Court
(2025-2026)

An Act relative to portable wireless device repair.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. The General Laws, as appearing in the 2024 Official Edition, are hereby
2 amended by inserting after chapter 93L the following chapter:-

3 CHAPTER 93M.

4 PORTABLE WIRELESS DEVICE REPAIR.

5 Section 1. As used in this chapter, the following terms shall have the following meanings
6 unless the context clearly requires otherwise:

7 "Authorized repair provider", an individual or business who is unaffiliated with a
8 manufacturer and who has an arrangement with the manufacturer under which the manufacturer
9 grants to the individual or business a license to use a trade name, service mark, or other
10 proprietary identifier for the purposes of offering the services of diagnosis, maintenance, or
11 repair of portable wireless devices under the name of the manufacturer, or other arrangement
12 with the manufacturer to offer such services on behalf of manufacturer; provided, however, that a

13 manufacturer who offers the services of diagnosis, maintenance, or repair of portable wireless
14 devices manufactured by the manufacturer on its behalf, or sold or otherwise supplied by the
15 manufacturer, and who does not do so exclusively through at least 1 arrangement as described
16 herein, shall be considered an authorized repair provider with respect to such equipment.

17 "Documentation", a manual, diagram, reporting output, service code description,
18 schematic, security code or password or other information used in effecting the services of
19 diagnosis, maintenance or repair of portable wireless devices.

20 "Fair and reasonable terms", costs and terms for obtaining a part, tool or documentation
21 that are equivalent to the most favorable costs and terms under which the manufacturer offers the
22 part, tool or documentation to an authorized repair provider accounting for any discount, rebate,
23 convenient and timely means of delivery, means of enabling fully restored and updated
24 functionality, rights of use, or other incentive or preference the manufacturer offers to an
25 authorized repair provider, or any additional cost, burden, or impediment the manufacturer
26 imposes on an owner or independent repair provider; provided, however, that for documentation,
27 including any relevant updates, "fair and reasonable terms" also means at no charge, except that,
28 when the documentation is requested in physical printed form, a charge may be included for the
29 reasonable actual costs of preparing and sending the copy.

30 "Independent repair provider", an individual or business operating in the commonwealth,
31 who does not have an arrangement as an authorized repair provider with a manufacturer and who
32 is not affiliated with any individual or business who has such an arrangement with the
33 manufacturer, that is engaged in the services of diagnosis, maintenance or repair of portable
34 wireless devices; provided, however, that "independent repair provider" shall include a

35 manufacturer or an individual or business who has an arrangement with that manufacturer, or
36 who is affiliated with an individual or business who has such an arrangement with that
37 manufacturer, that engages in the services of diagnosis, maintenance, or repair of portable
38 wireless devices that is not manufactured by or on behalf of, or sold or otherwise supplied by,
39 that manufacturer.

40 "Manufacturer", a business engaged in the business of selling, leasing or otherwise
41 supplying new portable wireless devices, or parts of equipment, manufactured by or on behalf of
42 itself, to any individual or business.

43 "Owner", an individual or business who lawfully acquires a portable wireless device
44 purchased or used in the commonwealth.

45 "Part", a replacement part, either new or used, made available by or to a manufacturer for
46 purposes of effecting the services of maintenance or repair of portable wireless devices
47 manufactured by or on behalf of, sold or otherwise supplied by the manufacturer.

48 "Portable wireless device", a handheld product sold at retail for personal, household,
49 family or home office use that includes a battery, microphone, speaker and display designed to
50 send and receive transmissions through a cellular radiotelephone service; provided, however, a
51 "portable wireless device" does not include any product sold under a business-to-government or
52 business-to-business contract that is not typically offered for sale directly by a retail seller.

53 "Tool", a software program, hardware implement or other apparatus used for diagnosis,
54 maintenance or repair of portable wireless devices, including software or other mechanisms that
55 provision, program, or pair a part, calibrate functionality or perform any other function required
56 to bring the product back to fully functional condition.

"Trade secret", anything tangible or intangible or electronically stored or kept that constitutes, represents, evidences, or records intellectual property, including secret or confidentially held designs, processes, procedures, formulas, inventions or improvements, secrets of confidentially held scientific, technical, merchandising, production, financial, business or management information or anything within the definition in 18 U.S.C. 1839(3).

Section 2. Manufacturers of portable wireless devices or parts for such equipment, manufactured by the manufacturer or on its behalf, or sold or otherwise supplied by the manufacturer in the commonwealth shall make available to owners of such devices and to independent repair providers, on fair and reasonable terms, documentation, parts and tools, inclusive of any updates, for purposes of diagnosis, maintenance or repair of such devices. Nothing in this section shall require a manufacturer to make available a part that is no longer available to the manufacturer.

Section 3. Manufacturers that sell any diagnostic, service or repair information to any independent repair provider or any other third-party provider in a format that is standardized with other manufacturers and on terms and conditions more favorable than the manner and the terms and conditions pursuant to which an authorized repair provider obtains the same diagnostic, service or repair information shall be prohibited from requiring any authorized repair provider to continue purchasing diagnostic, service or repair information in a proprietary format unless such proprietary format includes diagnostic, service or repair information or functionality that is not available in such standardized format.

Section 4. Nothing in this chapter shall require a manufacturer to divulge a trade secret, except as necessary to provide documentation, parts and tools on fair and reasonable terms.

Section 5. Nothing in this chapter shall require manufacturers or authorized repair providers to provide an owner or independent repair provider access to non-diagnostic and non-repair information provided by a manufacturer to an authorized repair provider pursuant to the terms of an authorizing agreement.

Section 6. (a) No manufacturer or authorized repair provider shall be liable for any damage or injury to any portable wireless device, owner or property that occurs as a result of repair, diagnosis, maintenance or modification performed by an independent repair provider.

(b) No manufacturer shall be liable for any act that is reasonably necessary to protect owner privacy, security or digital safety.

(c) No manufacturer shall be liable for improper use of personal data or any data privacy or security breach in connection with repair, diagnosis, maintenance or modification performed by an independent repair provider.

Section 7. (a) An independent repair provider shall conspicuously post at their place of business and provide to an owner prior to any diagnosis or repair written notice that the independent repair provider is not an authorized repair provider for the portable wireless device, an owner's obligation to review the terms and conditions of any warranty for the portable wireless device, and the owner's rights and protections relative to chapter 93A and warranties governed by the federal Magnuson-Moss Warranty Act, 15 U.S.C. 50.

(b) An independent repair provider or authorized repair provider shall, prior to the repair of a portable wireless device, disclosure to the owner in writing and obtain a written acknowledgement thereof: (1) which parts, if any, were not provided or produced by the manufacturer, and the name of the parts provider; (2) if used parts are to be used during the

101 repair, and the duration and type of the part's previous use; (3) the total anticipated cost of the
102 repair, including itemized cost of parts and labor; (4) whether the technician performing the
103 repair is certified or has completed training to repair such portable wireless device, including any
104 training required by the manufacturer; and (5) any exposure to the owner's personal data that
105 may be involved in the repair, including access to personal data by the independent repair
106 provider or authorized repair provider, and the protections to be taken to safeguard personal data.
107 Such written disclosure shall be provided to the owner upon completion of the repair.

108 Section 8. (a) The attorney general may initiate an action to seek an injunction to restrain
109 any violations of this chapter and seek any relief authorized in chapter 93A.

110 (b) Prior to initiating any action under this section against an individual or a business, the
111 attorney general shall provide the individual or business 30 days' written notice identifying the
112 specific provisions of this chapter the attorney general alleges have been or are being violated;
113 provided, however, that if within the 30-day period the individual or business cures the noticed
114 violation and provides the attorney general a written statement that the alleged violations have
115 been cured and that no such further violations shall occur, no action shall be initiated against the
116 individual or business. Written notice by the attorney general shall be delivered by certified mail
117 and by first-class mail with proof of mailing. If an individual or business continues to violate this
118 chapter following this cure period or breaches an express written statement provided to the
119 attorney general under this subsection, the attorney general may initiate an action pursuant to
120 subsection (a).

121 Section 9. Nothing in this chapter shall apply to a device approved by the United States
122 Food and Drug Administration.

SECTION 2. This act shall take effect on January 1, 2027.