

# HOUSE . . . . . No. 4982

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## The Commonwealth of Massachusetts

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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,

TACKY CHAN.

## The Commonwealth of Massachusetts

**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.

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

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

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

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

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

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

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

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

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

97                   (b) An independent repair provider or authorized repair provider shall, prior to the repair  
98                   of a portable wireless device, disclosure to the owner in writing and obtain a written  
99                   acknowledgement thereof: (1) which parts, if any, were not provided or produced by the  
100                   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.