

**From:** [Andrew O'Connor](#)  
**To:** [Senate Labor and Commerce](#)  
**Cc:** [Sen. Jesse Bjorkman](#); [Sen. Forrest Dunbar](#)  
**Subject:** Entertainment Software Association - SB 111  
**Date:** Friday, March 13, 2026 3:47:47 PM  
**Attachments:** [AK SB 111 - Entertainment Software Association - OPPOSE.pdf](#)

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Good afternoon,

Please find the attached comments from the Entertainment Software Association regarding our opposition to Senate Bill 111. ESA asks that the Senate Labor and Commerce Committee exempt video game consoles from the scope of any digital right to repair proposals due to concerns that permitting console access to independent repair providers, over whom we have no oversight, could result in the modification of hardware and firmware that could compromise the vital security features that provide a secure environment for the playback of copyrighted games.

Piracy continues to be one of the biggest threats to our industry, and allowing for unfettered and unregulated repair and modification of video game consoles makes it easier for bad actors to distribute and use unauthorized digital goods. A video game console exemption, as we have proposed, was agreed to by the main proponents and lawmakers working on this issue and has become law in California, Colorado, Connecticut, Minnesota, Oregon, Texas, and Washington. As you will see in our letter and in the information below, this issue is of the utmost importance to our members, and they continue to have grave concerns with the piracy risks associated with these policies.

### Impact of Video Game Piracy

- Deprives federal and state governments of tax revenue granted by legitimate game sales
- Increased threat of exposure to malware on piracy websites and/or packaged with pirated software
- Leads consumers to off-brand platforms that are not moderated, which expose consumers to scams and PII (Personal Identifiable Information) theft
- Difficult for publishers to measure the success of products due to lost revenue from sales
- Decreases incentive to create and innovate new games and experiences, and encourages a less vibrant game scene

### Video Game Piracy in 2025

- From January – October 2025, ESA removed 1.3M infringing listings, including full copies of video games, unauthorized digital goods, plug-and-play devices, and circumvention tools.
- In addition, ESA detected 2.5B Peer-to-Peer (P2P) infringements in the first six months of 2025.

Type	Description	Infringements Removed
<b>Host/Link Site/Social Media</b>	<i>Sites that host a full copy of a game or link to the site that does. Also, full copies of games found on social media pages</i>	1,024,772
<b>Unauthorized Digital Goods</b>	<i>Sites offering/selling virtual currency, digital accounts, cheats, boosting services, or in-game items</i>	46,921
<b>Marketplace</b>	<i>Popular marketplaces (eBay, Amazon)</i>	16,645

<b>Search De-Indexing</b>	<i>Removing search results from Google, Bing, Yandex, and Yahoo so people can't find them</i>	233,932
<b>Peer-to-Peer (Detections Only)</b>	<i>Number of peers downloading/uploading on torrent networks</i>	2,486,717,598

## Recent Cases

- **Team Xecuter/Gary Bowser**

- Team Xecuter, a well-known criminal piracy ring, manufactured and sold circumvention devices that allowed users to bypass the technological protection measures (TPMs) on the Nintendo Switch, installing custom software to download and play free video games. In addition, they maintained an online library of over 13,000 pirated video games for distribution.
- In September 2020, FBI and HSI arrested two leaders of Team Xecuter and in January 2022, ESA provided a victim impact statement in the case against Gary Bowser. ([Link](#))
- Gary Bowser was sentenced to 40 months in prison (served 14). ([Link](#))
- Nintendo estimated losses due to Team Xecuter at \$65M.

- **NSW2u Cluster**

- This was a large, very popular, cluster of websites solely dedicated to video game piracy. The domains included [nsw2u.com](#), [game-2u.com](#), [ps4pkg.com](#), [ps5pkg.net](#), [nswdl.com](#), [mgnetu.com](#) and [BigNGame.com](#).
- These sites also offered video game titles in days, if not months, in advance of their official releases, which is a uniquely harmful type of piracy.
- The ESA conducted extensive internal investigations and referred the case to the FBI Atlanta Field Office, who, in collaboration with the Dutch Fiscal Information and Investigation Service (FIOD), seized all the domains in July 2025. ([Link](#))
- Evidence uncovered by the FBI indicated that, between February 28 and May 28, 2025, a total of 3.2 million pirated copies of games were downloaded from these sites, resulting in an estimated loss of \$170M.

- **Operation 404**

- ESA regularly participates in Operation 404, a multi-national, multi-industry anti-piracy operation organized by the Brazilian Ministry of Justice.
- In the most recent iteration, Operation 404.8, over 535 websites were blocked, 44 search and seizure warrants were issued, and 4 arrest warrants were executed.

- Since 2020, the Office of the United States Trade Representative has accepted fourteen submissions by ESA in its Notorious Markets Report, highlighting seven targets that are causing significant harm to the video game industry.

## TPMs & DRM (Digital Rights Management)

*Misconception: Since most modern games are released on PC alongside consoles, TPMs on consoles are unnecessary as most games are pirated on PC and playable.*

Truth: TPMs are widely employed on both console and PC versions of games to protect the content from piracy. Although it is more common for previously console-only titles to be released on PC, it does not cover

all popular titles\* and often, titles are released on PC months, or even, years after a release on console. In addition, DRM such as Denuvo protects PC games from being cracked immediately upon release and have protected popular titles long after their release date. Console TPMs also protect from console hardware being emulated on PCs.

*\*Nintendo does not release any of their first-party games on PC*

#### List of Console vs PC Release Dates:

Title	Console Release Date	PC Release Date	Number of Days Between Releases
<b>Red Dead Redemption II</b>	October 26, 2018	November 5, 2019	375
<b>The Last of Us Part II</b>	June 19, 2020	April 3, 2025	1,749
<b>Final Fantasy VII Rebirth</b>	February 29, 2024	January 23, 2025	329
<b>Death Stranding 2: On the Beach</b>	June 26, 2025	TBD	-
<b>Ghost of Yōtei</b>	October 2, 2025	TBD	-
<b>Astro Bot</b>	September 6, 2024	Not Planned	-

GTA VI developer Rockstar has also confirmed the PC version of Grand Theft Auto VI will be released after the console version.

#### Popular Uncracked Games

Title	Status	Release Date	Number of Days*
<b>Call of Duty: Black Ops 7</b>	<b>Uncracked</b>	<b>November 14, 2025</b>	<b>26</b>
<b>Anno 117: Pax Romana</b>	<b>Uncracked</b>	<b>November 13, 2025</b>	<b>27</b>
<b>Arc Raiders</b>	<b>Uncracked</b>	<b>October 30, 2025</b>	<b>41</b>
<b>EA Sports FC 26</b>	<b>Uncracked</b>	<b>September 25, 2025</b>	<b>76</b>
<b>Borderlands 4</b>	<b>Uncracked</b>	<b>September 11, 2025</b>	<b>90</b>
<b>Mafia: The Old Country</b>	<b>Uncracked</b>	<b>August 7, 2025</b>	<b>125</b>
<b>Assassin's Creed Shadows</b>	<b>Uncracked</b>	<b>March 20, 2025</b>	<b>265</b>
<b>Monster Hunter Wilds</b>	<b>Uncracked</b>	<b>February 28, 2025</b>	<b>285</b>
<b>Star Wars Outlaws</b>	<b>Uncracked</b>	<b>November 21, 2024</b>	<b>384</b>
<b>Helldivers 2</b>	<b>Uncracked</b>	<b>February 8, 2024</b>	<b>671</b>
<b>Diablo IV</b>	<b>Uncracked</b>	<b>October 17, 2023</b>	<b>785</b>
<b>Street Fighter 6</b>	<b>Uncracked</b>	<b>June 2, 2023</b>	<b>922</b>

<b>Dead Space</b>	<b>Uncracked</b>	<b>January 27, 2023</b>	<b>1,048</b>
<b>Need for Speed Unbound</b>	<b>Uncracked</b>	<b>December 2, 2022</b>	<b>1,104</b>
<b>Sonic Frontiers</b>	<b>Uncracked</b>	<b>November 7, 2022</b>	<b>1,129</b>
<b>Persona 5 Royal</b>	<b>Uncracked</b>	<b>October 20, 2022</b>	<b>1,147</b>

\*As of December 10<sup>th</sup>, 2025

Additionally, below are acknowledgements of the issue of game piracy from the U.S. Copyright Office, as it denies requests to circumvent TPMs for various reasons in its triennial rulemaking, including repair.

**2015 Register’s Recommendation – see page 69**

*The Register concluded that the record in this rulemaking did not provide a basis for departing from her 2012 recommendation that an exemption for video game console jailbreaking should be denied. According to the Register, the record was not materially different from that considered in 2012, and included evidence demonstrating that jailbreaking of video game consoles continues to be closely associated with video game piracy, thus undermining the value of console software as a secure distribution platform. The Register also concluded that the need to engage in console repair did not provide a basis for an exemption in light of the availability of authorized repair services and the ability of proponents and others to perform repairs without the need to circumvent.*

**2018 Register’s Recommendation – see pages 206 and 273**

In multiple past rulemakings, the Office has rejected proposed jailbreaking exemptions for video game consoles—including passing suggestions of the need to repair these consoles—because of the potential harm to the market. For example, in 2012, the Register stated that:

[O]pponents have provided compelling, uncontradicted evidence that circumvention of access controls to permit interoperability of video game consoles—regardless of purpose—has the effect of diminishing the value of, and impairing the market for, the affected code, because the compromised code can no longer serve as a secure platform for the development and distribution of legitimate content.

This rulemaking reflects similar console-specific concerns about potential market harm. Proponents have not provided a persuasive legal or factual analysis why the Acting Register should reach a different conclusion than in 2012 or 2015, and so she does not.

**2021 Register’s Recommendation – see pages 232 and 308**

The Office has consistently recognized that proposed exemptions involving game consoles raise particular market concerns in light of the piracy risk associated with circumvention in this context. Here, the Register agrees with opponents that the present record with respect to consoles is too thin to outweigh this potential risk. For these reasons, the Register concludes that video game consoles should be excluded from the proposed exemption.

With respect to video game consoles, the recommended exemption is limited to one specific type of repair—namely, repair of optical drives. To be clear, if a console does not contain an optical drive, it is not eligible under this exemption; and if circumvention is done to repair any part of a console other than the optical drive, that activity too falls

outside the scope of the exemption. Narrowing the exemption for consoles in this manner appropriately balances the specific adverse effects experienced by users against opponents' legitimate concerns over links between console circumvention and piracy.

I hope you find this information useful and informative. Please do not hesitate to reach out if you have any questions. I would be more than happy to schedule a meeting to discuss this further, and our membership has indicated a willingness to meet as well and explain their console protections further, and the issues of circumvention devices.

Sincerely,

Andrew O'Connor

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**Andrew O'Connor**  
**Director, State Government Affairs**

601 Massachusetts Avenue NW | Suite 300 | Washington, DC 20001  
[aconnor@theesa.com](mailto:aconnor@theesa.com) | C: 202.672.4558  
Entertainment Software Association | [www.theESA.com](http://www.theESA.com)

**From:** [David Holland](#)  
**Subject:** Opposition to SB 111  
**Date:** Friday, March 13, 2026 6:47:00 PM

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Dear Senator

As a territory manager for Ditch Witch West in Alaska, I must express serious concern over SB 111. Our dealership invests substantial resources in training staff, stocking specialized tools, and ensuring safe, reliable repairs. This bill would directly undermine that investment and harm our business model by forcing open access to proprietary repair methods.

Not only does this bill threaten our bottom line, but it risks the quality of service for Alaskans who rely on specialized, safe repairs. I urge you to reconsider the broad scope of this bill and work with local dealers to protect the business models that support our communities.

Sincerely,



**Dave Holland**  
Territory Manager  
Alaska/Hawaii

Cell: (907) 217-0955  
Office (907) 248-0010

## Konrad Jackson

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**From:** Kyle Liebman <kliebman@ditchwitchwest.com>  
**Sent:** Monday, March 16, 2026 12:29 PM  
**To:** Senate Labor and Commerce  
**Subject:** Opposition to Alaska SB 111-A

### **Subject: Opposition to Alaska SB 111-A and Its Impact on Dealer Support and Safety**

I represent Pape' Ditch Witch West, an underground utility equipment provider specializing in Ditch Witch brand machines that install all underground utilities and communication lines. As a wholesaler, we offer the following services to our customers in Alaska:

1. Parts and whole goods for underground construction equipment
2. Maintenance and repairs for our equipment
3. Warranty repair services
4. Trained service technicians
5. Trained parts and supply personnel
6. On-site parts delivery and repair services

We would like to express our strong opposition to Alaska Senate Bill 111-A (SB 111-A). If manufacturers are required to sell parts to the public at the same wholesale prices offered to our dealer network, it would have severe consequences for our ability to continue supporting our customers and operations in Alaska. Specifically, this legislation would jeopardize our dealership's financial viability and our ability to offer the essential services outlined above.

Additionally, granting unrestricted access to critical machine operating software poses significant safety risks. Allowing untrained individuals to alter or disable safety parameters could lead to unsafe working conditions. Ditch Witch machines are equipped with a variety of safety features designed to protect operators and those in the vicinity, including:

- Hydraulic system over-pressure protection
- Limitations on electrical functions
- Safety sensors that prevent machine operation when the operator is not present
- Safety sensors that disable moving parts during maintenance and repairs
- Electrical strike protection to prevent electrocution during operation

If these safety systems are tampered with or disabled, it could create hazardous environments for both operators and those around them. The integrity of these safety systems is critical to prevent accidents and ensure safe operation in the field.

Furthermore, without a fair margin on parts and goods, our dealership will be unable to afford necessary services such as maintaining a servicing location or compensating our skilled personnel. These employees are vital to ensuring the ongoing support we provide to our customers in Alaska.

For these reasons, we strongly oppose SB 111-A. We believe that any legislation that compromises our ability to operate safely, fairly, and sustainably would not only harm our dealership but also undermine the safety and success of our customers and community.

Thank you for your time and consideration. We are available to discuss any concerns or questions you may have regarding this matter.

Sincerely, Kyle Liebman



Kyle Liebman  
Director of Service

Phone: 503-286-6400  
Cell: 503-757-2654

## Konrad Jackson

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**From:** Tom Paragi <tparagi@gmail.com>  
**Sent:** Monday, March 30, 2026 11:42 AM  
**To:** Senate Labor and Commerce  
**Subject:** support for SB 111

Dear members of the Labor and Commerce Committee:

I ask for your support of the 'Right to Repair' bill SB 111.

The inclusion of digital components in modern equipment has allowed manufacturers to limit consumer repair opportunities. Some manufacturers have made repairs difficult or impossible by withholding repair documentation and restricting specialized tools from public access. This forces Alaskan consumers to replace rather than repair their equipment, adding unnecessary costs and inconveniences.

Repair of home electronics, home appliances, outdoor equipment, and other technology with digital components is essential for the many Alaskan families, especially those of low income or living in remote areas far from certified repair facilities. I have seen newspaper articles about entrepreneurs in rural Alaska who have started small repair businesses by utilizing YouTube videos that show many repairs in detail-- provided you can have access to modify, replace, or override digital components.

SB 111 offers a balanced solution, ensuring fair access to the information and tools needed to repair digital components. These burdens are even greater in Alaska, where authorized service providers are scarce, and shipping to out-of-state repair centers is often infeasible. This bill will foster a competitive marketplace for independent repair businesses, keeping jobs and resources in-state, where Alaskans are known for self-sufficiency and resourcefulness.

Thank you for your consideration to support SB 111.

Tom Paragi  
1390 Pickering Drive  
Fairbanks, AK 99709



16 March 2026

**RE: SB111, The Digital Right to Repair Act**

To the Alaskan Senate Labor & Commerce Committee:

I'm Liz Chamberlain, Director of Sustainability for iFixit, writing in strong support of SB111.

iFixit is a repair company with over 130,000 step-by-step guides for everything from toasters to tractors. We sell parts and tools for consumer electronics, and we work with independent repair shops and manufacturers to get original parts into customers' hands. In 2025, more than 36,000 Alaskans used iFixit to fix something, including about 1 in 10 Juneau residents.

Through that work, we see the same barriers again and again: missing spare parts, restricted manuals, unavailable tools, and software locks that block repairs. Even where companies claim to support repair, owners and independent shops are still too often blocked from the materials and access they need.

One reason this bill matters is that it addresses parts pairing, when a manufacturer uses software to reject or limit a replacement part unless the company authorizes it. In practice, that can mean a working part will not function fully, or a device throws persistent warnings even after a proper repair. That undermines repair even when parts and manuals are technically available. Oregon, Colorado, and Washington have all now enacted laws addressing parts pairing directly, which is important progress. But additional states still matter. Broad adoption helps keep manufacturers' feet to the fire and makes it harder for them to treat repair rights as something they only honor in a few jurisdictions.

It also matters that SB111 reaches farm equipment. Agricultural Right to Repair only works if manufacturers provide the practical access the law promises on paper. In a hearing last month in Iowa, John Deere demonstrated that its Customer Service ADVISOR tool still falls short of dealer-level Service ADVISOR, including by omitting important service bulletins announcing recalls. That is the problem: partial access is not real repair freedom. In Alaska, where distance and downtime can be especially punishing, clarity matters.

Repair is good for consumers, small businesses, and the environment. Extending the life of electronics reduces waste, raw material demand, and the burden of manufacturing new products before they are truly needed. SB111 would help Alaskans keep the products they own in service longer.

iFixit strongly supports SB111. We believe it is a practical, balanced bill that would give Alaskans and Alaska repair businesses fairer access to the parts, tools, documentation, and functionality they need.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read 'Liz Chamberlain', written over a light blue horizontal line.

Dr. Elizabeth Chamberlain  
Director of Sustainability  
iFixit

**CRAIG TAYLOR EQUIPEMENT**  
Anchorage, Fairbanks, Soldotna, Wasilla

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**IN OPPOSITION TO: SB 111**  
**SB 111 – Digital Right to Repair Act**

Via Electronic Mail: [Senate.Labor.And.Commerce@akleg.gov](mailto:Senate.Labor.And.Commerce@akleg.gov)

**Senate Labor and Commerce Committee**

**CRAIG TAYLOR EQUIPMENT OPPOSES S.B. 111**

Chair Bjorkland, Vice Chair Merrick and Committee Members -

My name is Chris Devine, and I am President of Craig Taylor Equipment, a family-owned and operated dealership serving contractors, farmers, commercial trucking, homeowners, and municipal, state, and federal agencies since 1954.

Our company offers a wide range of construction, on-road trucks, agricultural and maintenance equipment consumers from our locations in Anchorage, Fairbanks, Soldotna, and Wasilla. As a proud, Alaskan owned business, we have grown alongside our communities, employing approximately 100 of our friends and neighbors in parts, service, sales, and management.

We support our customers' right-to-repair. Our industry has taken significant steps to provide diagnostic tools, information, and technology innovation empowering them to choose when, where, and how they service their machinery.

**Parts Sales Mandate** (Sec. 45.45.840): *Manufacturers shall make available to and independent service provider or owner, documentation, parts and tools at the same most favorable terms as the manufacturer provides to an authorized service provider.*

Repair and service parts are readily available to on-road truck and off-road equipment owners and independent repairers in Alaska.

Our dealership maintains approximately \$8M in parts inventory, and in 2025, 75% of those parts were sold directly to customers and third-party repair providers who completed their own repairs and maintenance. We collaborate closely with customers and local independent repair providers to ensure they have the necessary parts and guidance to perform repairs correctly and safely.

This mandate will decimate the service parts business of equipment dealers across the State. The customer support infrastructure will deteriorate as dealer service parts revenues no longer provide an economic return on investment.

The unintended consequences will be higher machine costs to customers. Absent the economic benefit of parts revenue and profits, dealers will have no alternative other than to raise the price of machines as a means to maintain business and employment viability.

SB111 will reduce access, not improve customer access, to service parts. **This unprecedented mandate is a lose / lose proposition for consumers, dealers, and the State.**

**Documentation and Tools** (Sec, 45.45.830). SB 111 seeks to make documentation and tools available to owners and independent repair providers.

The off-road equipment and the on-road truck industries readily make repair documentation and special tools accessible and available to equipment owners and independent repair providers. Information is available through our dealership and/or through our OEM websites.

It is unreasonable to require technical documentation and tools for highly sophisticated equipment be made available at no charge. Dealers pay for these assets and in the auto industry the customer and independent repair providers pay for these assets. OEMs incur significant cost in development, improvement and administration of documentation and tools, they should be allowed to recoup costs and reasonable profit.

**Lack of Flexibility for Safety and Emissions:** SB 111 does not provide the necessary flexibility to prevent illegal tampering with safety and emissions features. Some repairs require an internet connection and/or verification process to ensure compliance with safety and emissions specifications. S.B.111 seeks to nullify this verification process, leading to disputes over when technologies can be used, potentially violating federal regulations and intellectual property protections.

Our technicians face safety danger whenever they encounter a machine that has been modified, and the technician is un-aware of the modification.

**Excessively Broad Terms** (45.45.899): Digital Product: “a product that depends for its functioning, in whole or in part, on digital electronics embedded in or attached to the product.”

On-road and off-road equipment is highly technical, often dangerous, and significantly more sophisticated and costly pieces of equipment that do not belong in the same regulation as consumer electronics.

The definition of “documentation” includes the words “other guidance or information.” This is a vague and ambiguous phrase that will cause unnecessary confusion and conflict among dealers, customers, and independent repair providers.

S.B. 111 does not define the terms "repair," "diagnosis," or "maintenance" in the context of restoring equipment to OEM specifications. Instead, it only states that parts, tools, and documentation would ensure “product’s functionality.” A piece of equipment can be

fully functional while having safety and emissions systems disabled. This language necessitates clarification.

The term “program’s data” – is not defined, is vague, and could extend to exposure of proprietary information and or trade secrets

This ambiguity is particularly troubling as we rapidly advance toward autonomous equipment and sophisticated precision trucking, construction, and farming technologies.

**Exemption Amendment:** We urge the committee to join other States by amending SB111 to provide an exemption for these highly technical, often dangerous, and significantly more sophisticated and costly pieces of equipment.

**Invitation for a Hands-on Discussion at our Location:** We invite committee members to visit any of locations for a candid discussion about on-road trucks and off-road products, our customer commitment and repair tools that are available to the public.

I respectfully urge you to oppose the passage of S.B. 111 as currently written.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'CT', with a horizontal line extending to the right.

President / CEO

Craig Taylor Equipment & Peterbilt of AK



## SB 111 Statement of Opposition

The Papé Group, Inc., based in Eugene, Oregon, operates a full offering of capital equipment dealerships in the western United States. Papé Machinery, Papé Kenworth, Papé Material Handling, Ditch Witch West, and Engineered Products, represent manufacturers including John Deere, Kenworth, Hyster/Yale, Ditch Witch and many allied manufacturers in support of the construction, agriculture, forestry, trucking, and warehousing/material handling industries.

Papé supports our Alaskan customers through our Ditch Witch utility equipment, Hyster/Yale forklift, and Kenworth truck dealerships in Anchorage and Fairbanks.

**The proposed legislation has far-reaching unintended consequences for customer service, safety and environmental impact when applied to utility, construction, agriculture, warehousing, and aerial reach equipment.**

Dealers, by definition, are wholesalers. The dealer business model serves the fulfillment needs of large multi-national manufacturers within defined territories. As such, these manufacturers enforce high standards relating to carrying their parts and whole goods, training, and customer support. It is unreasonable to legislate that manufacturers provide the same wholesale pricing to independent repair providers and customers that do not have the same obligations as the manufacturers' dealer network. Every business needs to pay their bills and mandating that parts be sold directly at wholesale prices would cause irreparable financial damage to the dealer network and to Alaskans that rely on this support.

As a dealer, we support our customers' ability to repair their own equipment. Alongside our

manufacturers, we currently provide manuals, tools, diagnostic equipment, software updates, specialized training and technical assistance to our customers. Nevertheless, we are concerned that allowing third parties to modify the digital operating parameters could lead to unsafe operating conditions or violations under the Clean Air Act.

The manufacturers we support use digital electronics to ensure that their machinery safely operates within engineering specifications. They need to assure these safe operating ranges. Giving unfettered access could subject operators and bystanders to hazardous operating conditions and unsafe worksites. Imagine an untrained technician resetting the load parameters of a forklift that is expected to safely load and unload racking at heights of over 30 feet. Misunderstand these parameters could have fatal consequences.

The ability to meet required environmental standards is also designed into the digital electronic equipment that interfaces between the operator and the engine. Allowing anyone, other than approved manufacturer representatives, to make changes (or reset fault codes) within the underlying software would allow third parties to defeat the very technologies required to comply with Federal and State environmental laws.

We believe firmly that SB 111 should extend the exclusion, already provided for onroad vehicles, to also exclude off-road vehicles and equipment such as warehousing, utility, farm equipment, construction equipment, other non-road equipment and trucks, and stationary engines.

Jordan Papé  
President and CEO  
The Papé Group, Inc.



Passenger Vessel Association 103 Oronoco Street, Suite 200  
Alexandria, VA 22314

Phone (703) 518-5005  
FAX (703) 518-5151  
Toll Free 1-800-807-8360

[pvainfo@passengervessel.com](mailto:pvainfo@passengervessel.com)  
[www.passengervessel.com](http://www.passengervessel.com)

March 18, 2026

House Community and Regional Affairs Committee  
Alaska State House  
Juneau, Alaska 99801

The Passenger Vessel Association (PVA) -- the national trade association representing owners and operators of commercial U.S.- flagged passenger carrying vessels of all types, as well as companies that produce products for these vessel – writes to express its concern about the broad scope of HB 162, the Digital Right to Repair Act.

PVA has 17 vessel-operating members based in or serving Alaska.

The bill applies to a manufacturer of a “digital product” which means a product that depends for its functioning, in whole or in part, on digital electronics embedded in or attached to the product. PVA believes that this broad definition would encompass the manufacturer of modern, large marine engines for commercial passenger-carrying vessels.

The electronic components of commercial marine engines contain security features to guard against unauthorized entities that might seek to “hack” a vessel’s operation while underway. In addition, other electronic features are designed to reduce air emissions.

It would not be desirable, and might even be dangerous, if inadequately trained people access and inadvertently disable these features of commercial marine engines.

PVA hopes that the broad scope of HB 162 can be adjusted so that the legislation does not cover commercial marine engines.

Thank you for your consideration,

*R.M. Patch*

Richard Patch  
Legislative Director  
Passenger Vessel Association

**From:** [Rose Feliciano](#)  
**To:** [Sen. Jesse Bjorkman](#); [Sen. Kelly Merrick](#); [Sen. Elvi Gray-Jackson](#); [Sen. Robert Yundt](#)  
**Cc:** [Benjamin Mohr](#); [Sen. Forrest Dunbar](#)  
**Subject:** SB 111: TechNet Opposes  
**Date:** Monday, March 16, 2026 8:59:44 AM  
**Attachments:** [ATT00001.png](#)  
[3-16-2026 AK SB 111 Right to Repair TechNet Opposes FINAL.pdf](#)  
[CTA-TechNet Combined Repair Model State Bill.docx](#)

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Good Morning Chair Bjorkman and Members of the Committee.

Attached is my letter explaining TechNet's opposition to SB 111. As currently drafted the bill is much broader than consumer electronics, which is typically the focus of Right-to-Repair bills.

I have also attached a copy of model legislation that TechNet and the Computer Technology Association developed for your review. You will see the stark contrast between SB 111 and a focused consumer electronics bill.

TechNet welcomes the opportunity to work with you to better refine this proposal. I appreciate your consideration.

R

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Rose Feliciano

Executive Director | Washington & the Northwest  
[TechNet](#) | The Voice of the Innovation Economy  
(c) 206.326.0712 | [rfeliciano@technet.org](mailto:rfeliciano@technet.org)



March 16, 2026

The Honorable Jesse Bjorkman, Chair  
Senate Committee on Labor & Commerce  
Alaska State Capitol  
120 4<sup>th</sup> Street  
Juneau AK 99801

**RE: SB 111 Digital Right to Repair Act**

Dear Chair Bjorkman and Members of the Committee:

Thank you for the opportunity to explain why TechNet respectfully opposes HB 111, which your committee will be considering.

TechNet is the national, bipartisan network of technology CEOs and senior executives that promotes the growth of the innovation economy by advocating a targeted policy agenda at the federal and 50-state level. TechNet's diverse membership includes dynamic American businesses ranging from startups to the most iconic companies on the planet and represents over 4.5 million employees and countless customers in the fields of information technology, artificial intelligence, e-commerce, the sharing and gig economies, advanced energy, transportation, cybersecurity, venture capital, and finance.

TechNet understands and appreciates the goal behind right-to-repair legislation. Consumers should have reasonable options when it comes to repairing their devices, and we recognize the growing interest among policymakers in ensuring that products can be serviced in a timely and affordable manner.

However, as currently drafted, HB 111 is overly broad and would extend far beyond the types of consumer products typically contemplated in right-to-repair legislation. In most states considering right-to-repair policies, legislation focuses specifically on **consumer electronic products**, and in some cases agricultural equipment. HB 111, however, defines a "digital product" as "*a product that depends for its functioning, in whole or in part, on digital electronics embedded in or attached to the product.*" This definition is extremely expansive and opens the door to a wide range of products that go far beyond traditional consumer electronics.

Under this definition, HB 111 could apply not only to computers and phones, but also to equipment used to operate the electric grid, water systems, and other forms of critical infrastructure. Including these types of systems within the scope of a repair framework designed for consumer electronics raises serious safety, security, and operational concerns.

For consumer products, there are already a variety of repair options available today, including independent repair providers as well as manufacturers' authorized repair networks. Many of these authorized repair providers are small local businesses that receive training and certification from manufacturers to ensure repairs are conducted properly and safely.

These authorized repair relationships are important because they create a clear accountability structure. Through contractual agreements, manufacturers ensure that technicians have the appropriate training, access to safe repair procedures, and the qualifications necessary to protect both the device and the consumer. These arrangements help ensure that repairs meet performance and safety standards, something consumers rightfully expect.

Unfortunately, HB 111 would weaken this accountability structure while simultaneously expanding the scope of repair obligations to an extremely broad category of products. For example, when consumers bring a device containing large amounts of personal data—such as a phone or laptop—to a repair provider, they reasonably expect that the repair will be handled by technicians who have received proper training and who operate within an accountable framework. Removing that link between manufacturers and repair providers raises concerns about both consumer safety and data security.

Additionally, because the bill's definition of "digital product" could encompass systems used in critical infrastructure, the legislation raises significant concerns related to intellectual property and trade secrets. Manufacturers invest substantial resources in developing diagnostic tools, software, and repair systems. Many of these tools are proprietary and are shared only within authorized repair networks under carefully structured contractual agreements.

HB 111, however, would require manufacturers to provide access to these tools without those contractual protections, potentially exposing sensitive intellectual property and undermining the security protections built into these systems.

As introduced, HB 111 goes well beyond legislation intended to provide consumers with greater repair options for their personal electronic devices. Instead, the bill captures an expansive range of products—including systems tied to critical infrastructure—that were likely never intended to fall within the scope of right-to-repair legislation.

If Alaska wishes to explore policies that expand repair options for consumer electronic products, TechNet will respectfully recommend considering language developed by TechNet and the Consumer Technology Association (CTA). This model legislation provides a more carefully tailored framework that supports consumer repair options while also preserving important safety, cybersecurity, and intellectual property protections.

For these reasons, TechNet respectfully urges the committee not to move HB 111 forward as currently drafted. We would welcome the opportunity to work with the committee and other stakeholders to develop a more targeted and workable approach.

Thank you for your consideration.

Sincerely,



Rose Feliciano  
Executive Director  
Washington + Northwest

## MODEL DIGITAL REPAIR BILL – CTA/TECHNET

**Section 1. Definitions.** For the purposes of this bill, the following terms shall have the following meanings:

- (a) “Authorized repair provider” means an individual or business who has an arrangement with the original equipment manufacturer, for a definite or indefinite period, under which the original equipment manufacturer grants to the individual or business a license to use a trade name, service mark, or other proprietary identifier for the purposes of offering the services of diagnosis, maintenance, or repair of digital electronic equipment, under the name of the original equipment manufacturer, or other arrangement with the original equipment manufacturer to offer such services on behalf of the original equipment manufacturer.
- (b) “Diagnosis” means the process of identifying the issue or issues that cause digital electronic equipment or equipment to not be in fully working order.
- (c) “Digital electronic equipment” means any hardware product that depends, in whole or in part, on digital electronics embedded in or attached to the product in order for the product to function, for which the original equipment manufacturer makes available tools, parts, and documentation to authorized repair providers
  - (i) “Digital electronic equipment” only includes items sold at retail for personal, household, family, or home office use, and does not include any product sold under a business-to-government or business-to-business contract that is not typically offered for sale directly by a retail seller.
  - (ii) “Digital electronic equipment” does not include:
    - (A) Information technology equipment that is intended for use in critical infrastructure as defined in 42 U.S.C. § 5195c(e).
    - (B) A motor vehicle manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting in such capacity, or to any product or service of a motor vehicle manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting in such capacity.
    - (C) A medical device, as defined in this section, or a digital electronic product found in a medical setting including diagnostic, monitoring, or control equipment or any product or service that they offer.
    - (D) A manufacturer, distributor, importer, or dealer of any off-road (non-road) equipment, including but not limited to, farm and utility tractors, farm implements, farm machinery, forestry equipment, industrial equipment, utility equipment, construction equipment, compact construction equipment, mining equipment, turf, yard and

garden equipment, outdoor power equipment (including portable generators), aviation, marine, all-terrain sports and recreational vehicles (including racing vehicles), stand-alone or integrated stationary or mobile internal combustion engines, other power sources (including without limitation, generator sets, electric/battery and fuel cell power), power tools, and any tools, technology, attachments, accessories, components and repair parts for any of the foregoing.

- (E) Commercial and industrial electrical equipment (including power distribution equipment, such as telecommunications network infrastructure, commercial visual display equipment, medium/low voltage switchgear and transformers, power control equipment, such as medium/low voltage motor control and drives, power quality equipment, such as uninterruptable power supplies, remote power panels, power distribution units and static/transfer switches) and any tools, technology, attachments, accessories, components, and repair parts for any of the foregoing.
- (F) An electronic bicycle manufacturer, distributor, importer, retailer, or dealer.
- (G) A home appliance that has a digital electronic product embedded within it, including, but not limited to, refrigerators, ovens, microwaves, air conditioning, heating units, motorized shades, lighting control systems, and security devices or alarm systems, including any related software and components.
- (H) Safety communications equipment, the intended use of which is for emergency response or prevention purposes by an emergency service organization, such as a police, fire, or medical and emergency rescue services agency.
- (I) [A video game console, and its components and peripherals].<sup>1</sup>

(iii) “Digital electronic product” only includes products that have a wholesale price to the retailer, or to others outside of direct retail sale, of not less than fifty dollars (\$50).

(d) “Documentation” means any manual, diagram, reporting output, service code description, or similar kind of information, or its equivalent, required for effecting the services of diagnosis, maintenance, or repair of digital electronic equipment, and made available by the original equipment manufacturer to an authorized

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<sup>1</sup> Some states (CA and MN) have incorporated an exclusion for video game consoles. CTA is neutral on an exclusion for video game consoles.

repair provider for the purpose of effecting the services of diagnosis, maintenance, or repair of digital electronic equipment manufactured or sold by the original equipment manufacturer.

- (e) “Fair and reasonable terms” means making available parts, tools, or documentation as follows:
  - (i) With respect to documentation required for repair, that such documentation is made available by the original equipment manufacturer on terms that are not conditioned on an arrangement described in section (1)(a) of this bill, and at no charge, except that, when the documentation is requested in physical printed form, a charge may be included for the reasonable actual costs of preparing and sending the copy.
  - (ii) With respect to tools, that such tools are made available by the original equipment manufacturer (i) on terms that are not conditioned on an arrangement described in section (1)(a) of this bill, and without any impediments that do not also apply to authorized repair providers to access or use the tool to diagnose, maintain, or repair digital electronic equipment using parts provided by the original equipment manufacturer, and (ii) at no charge for use or operation of such tool, or at costs that are equivalent to the lowest actual cost for which the original equipment manufacturer offers the tool to an authorized repair provider, including any discount, rebate, or other financial incentive offered to an authorized repair provider, and provided that when such tool is requested in physical form, a charge may be included for the reasonable, actual costs of procuring, preparing and sending such tool.
  - (iii) With respect to parts, that such parts are made available by the original equipment manufacturer, either directly or through an authorized distributor or repair provider, subject to the clarification in Section 2(d)(xii) of this bill that parts may be provided as pre-assembled components in certain circumstances, at reasonable costs and on terms under which an OEM offers the part to an authorized repair provider and that are not conditioned on an arrangement described in section (1)(a) of this bill.
  - (iv) Such parts tools, and documentation shall be made available on commercially reasonable terms that are fair to all parties, including the original equipment manufacturer and authorized repair providers.
- (f) “Independent repair provider” means an individual or business operating in this State, that does not have an arrangement described in section (1)(a) of this bill with an original equipment manufacturer, who is not affiliated with any individual or business who has such an arrangement, and who is engaged in the services of diagnosis, maintenance, or repair of digital electronic equipment.

- (g) “Maintenance” means any act necessary to keep currently working digital electronic equipment in fully working order.
- (h) “Medical device” means an instrument, apparatus, implement, machine, contrivance, implant, or other similar or related article, including a component part, or accessory, as defined in the federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 321(h), which is intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals.
- (i) “Modification” or “modify” means any alteration to digital electronic equipment that is not maintenance and not a repair.
- (j) “Motor vehicle” means a vehicle that is designed for transporting persons or property on a street or highway and is certified by the manufacturer under all applicable motor vehicle federal safety and emissions standards and requirements for distribution and sale in the United States.
- (k) "Motor vehicle dealer" means an individual or business who, in the ordinary course of business, is engaged in the business of selling or leasing motor vehicles to an individual or business pursuant to a franchise agreement, has obtained a license under the vehicle and traffic law, and is engaged in the services of diagnosis, maintenance, or repair of motor vehicles or motor vehicle engines pursuant to such franchise agreement.
- (l) "Motor vehicle manufacturer" means a business engaged in the manufacturing or assembling of motor vehicles.
- (m) “Original equipment manufacturer” means any business that, in the normal course of business, is engaged in the business of selling, leasing, or otherwise supplying new digital electronic equipment manufactured by or on behalf of itself, to any individual or business.
- (n) “Owner” means an individual or business that owns or leases digital electronic equipment purchased or used in this State.
- (o) “Part” or “parts” means any replacement part or assembly of parts, either new or used, or their equivalents, made available by an original equipment manufacturer to an authorized repair provider for purposes of effecting the services of maintenance or repair of digital electronic equipment manufactured or sold by the original equipment manufacturer. Part does not include printed circuit board assemblies that may allow device cloning in violation of 18 U.S.C. Section 1029 or other applicable law.
- (p) "Repair" means any act necessary to restore digital electronic equipment or equipment to fully working order. “Repair” does not encompass post-sale

modifications that alter the originally intended functioning of the digital electronic equipment.

- (q) “Tool” means any software program, hardware implement, or other apparatus, or its equivalent, which is made available by an original manufacturer to an authorized repair provider, and that is used for diagnosis, maintenance, or repair of digital electronic equipment manufactured or sold by the original equipment manufacturer, including software or other mechanisms that provide, program, or pair a new part, calibrate functionality, or perform any other function required to repair the original part.
- (r) “Trade secret” means 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, or secret or confidentially held scientific, technical, merchandising, production, financial, business, or management information, or that falls within the meaning of a trade secret given in 18 U.S.C. § 1839.

## **Section 2. Requirements for original equipment manufacturers.**

- (a) For digital electronic equipment that is manufactured for the first time, and first sold or used in the State, on or after the date that is one year after this bill becomes law, an original equipment manufacturer shall make available to any independent repair provider and owner of digital electronic equipment manufactured by or on behalf of or sold by such original equipment manufacturer, on fair and reasonable terms, any documentation, parts, and tools, or their equivalents, that are required for the diagnosis, maintenance, or repair of such digital electronic equipment and that the original equipment manufacturer makes available to an authorized repair provider.
  - (i) Such documentation, parts, and tools may be made available either directly by an original equipment manufacturer or via an authorized repair provider or an authorized third-party provider, though nothing in this bill requires third-party providers (including authorized repair providers) themselves to provide such parts, tools, and documentation.
  - (ii) Such documentation, parts, and tools may be further made available by an authorized repair provider to any independent repair provider or owner, provided that such authorized repair provider is contractually and practically permitted by the original equipment manufacturer to sell such parts, tools, and documentation to any independent repair provider or owner.
- (b) Such parts, tools, and documentation shall be made available within one year after the first sale of the digital electronic product in [name of State].

- (c) The obligations in this bill apply only to parts, tools, and documentation provided to authorized repair providers for diagnosis, maintenance, and repair of digital electronic equipment outside of the original equipment manufacturer's warranty, and do not encompass parts, tools, and documentation provided by the original equipment manufacturer only for in-warranty repairs.
- (d) Notwithstanding any other provision of this bill, nothing in this bill shall:
  - (i) Require an original equipment manufacturer to provide or make available a part, tool, or documentation to any repair provider or owner, if:
    - (A) the part, tool, or documentation is not, or is no longer, provided by the original equipment manufacturer or made available to authorized repair providers of the original equipment manufacturer, including where the original equipment manufacturer performs related repairs solely in-house or through a corporate affiliate;
    - (B) the part, tool, or documentation is no longer available to the original equipment manufacturer;
    - (C) the documentation or tool is used by the original manufacturer itself only to perform, at no cost, diagnostic services virtually through telephone, internet, chat, email, or other similar means that do not involve the manufacturer physically handling the customer's equipment, unless the manufacturer also makes the documentation or tool available to an individual or business that is unaffiliated with the manufacturer.
  - (ii) Require an original equipment manufacturer to divulge any trade secret, including documentation that includes, but is not limited to, schematics and bill of materials involving printed motherboards, or license any intellectual property, including copyrights or patents, to any independent repair provider or owner.
  - (iii) Require an original equipment manufacturer or an authorized repair provider to provide an independent repair provider or owner any information, other than "documentation" as defined herein, that is provided by the original equipment manufacturer to an authorized repair provider.
  - (iv) Require an original equipment manufacturer or authorized repair provider to make available any parts, tools or documentation for the purposes of modifying or making modifications to any digital electronic equipment.

- (v) Require any original equipment manufacturer or authorized repair provider to make available any parts, tools, or documentation in a manner that is inconsistent with or in violation of any federal or state law.
- (vi) Require an original equipment manufacturer to make available parts, tools, or documentation to an independent repair provider or owner that would disable, reset, or override electronic security locks or other security-related measures or functions, or disable or override anti-theft security measures set by the owner of the digital electronic equipment.
- (vii) Prevent original equipment manufacturers from restricting access to certain secure parts of a device from independent repair provider or owner access, provided that it does not prevent independent repair providers from completing repairs that can be completed by authorized repair providers.
- (viii) Prevent original equipment manufacturers from requiring remote authorization or an internet connection before independent repair providers or owners may use such parts or tools.
- (ix) Prevent an original equipment manufacturer from establishing reasonable training and certification programs for repair providers and requiring ongoing certification to these programs as a condition for receiving parts, tools, and documentation.
- (x) Prevent an original equipment manufacturer from requiring that independent repair providers and owners agree to reasonable commercial terms, including disclosures regarding the use of non-genuine or used parts.
- (xi) Abrogate, interfere with, contradict, or alter the terms of any agreement between an original equipment manufacturer and an authorized repair provider, 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 an authorized repair agreement, except that any provision in such an authorized repair agreement that purports to waive, avoid, restrict, or limit an original manufacturer's compliance with this bill shall be void and unenforceable.
- (xii) Prevent an original equipment manufacturer from providing parts, such as integrated batteries, to independent repair providers or owners pre-assembled with other parts rather than as individual components, provided that those pre-assembled parts or their equivalents are also available to authorized repair providers.
- (xiii) Require an original equipment manufacturer to provide parts, tools, or documentation for any product where reconditioning or repair of the product is prohibited by law, regulation, or building or electrical code.

- (xiv) Require an original equipment manufacturer to provide or make available source code.
  - (xv) Require an original equipment manufacturer to provide parts, tools, or documentation for repair of digital electronic equipment critical to the safety of life or health of individuals, or for repairs that could threaten the safety of life or health of individuals, including repairs to digital electronic equipment with internal switch-mode power supplies.
  - (xvi) Require an original equipment manufacturer to provide documentation or tools used exclusively by the original equipment manufacturer for diagnosis, maintenance or repairs completed by machines that operate on several digital electronic equipment products simultaneously or otherwise for purposes of large scale efficiency, if the original equipment manufacturer makes available to owners and independent repair providers sufficient alternative documentation and tools to effect the diagnosis, maintenance, or repair of the digital electronic equipment.
  - (xvii) Apply to a product that was originally made available for sale by the original equipment manufacturer before the effective date of this bill.
- (e) This bill shall not apply if the manufacturer provides to the original purchaser either one of the following:
- (i) a reimbursement; or
  - (ii) equivalent or better, readily available replacement digital electronic equipment at a price that is no more than the total cost of the sum of the parts.

### **Section 3. Limitation of liability.**

- (a) No original equipment manufacturer or authorized repair provider shall be liable for any damage or injury to any digital electronic equipment, person, or property that occurs as a result of repair, diagnosis, maintenance, or modification performed by an independent repair provider or owner, or any other use of parts, tools, or documentation provided by an original equipment manufacturer, including but not limited to, any indirect, incidental, special or consequential damages; any loss of data, privacy or profits; or any inability to use, or reduced functionality of, the digital electronic equipment.
- (b) No original equipment manufacturer shall be liable under this bill for any act that is reasonably necessary to protect user privacy, security, or digital safety.
- (c) Original equipment manufacturers shall not be required to warrant any repairs provided by independent repair providers or owners.

- (d) No original equipment 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 or owner.

**Section 4. Notice and consumer bill of rights.**

- (a) Before repairing digital electronic equipment, independent repair providers shall provide to any customer, and publish on their website and the place of business, a written notice that contains the following information:
  - (i) The independent repair provider is not an authorized repair provider for the digital electronic equipment;
  - (ii) The consumer should review the terms and conditions of any warranty for the digital electronic equipment, as repairs not performed by an authorized repair provider may affect the warranty;
  - (iii) Warranties for consumer products are governed by the federal Magnuson-Moss Warranty Act (15 U.S.C. ch. 50 § 2301), which gives consumers rights and protections that apply over conflicting provisions in the warranty;
  - (iv) Under the Magnuson-Moss Warranty Act, a warranty cannot require that maintenance and repairs be performed only by an authorized repair provider;
  - (v) Under the Magnuson-Moss Warranty Act, if damage to equipment is shown to be caused by equipment not offered or sold by the original equipment manufacturer or by faulty repair performed by a non-authorized repair provider, that damage may not be covered by the warranty, but the warranty may otherwise remain in effect; and
  - (vi) All required disclosures as outlined in Section 4(b) below.
- (b) Consumer bill of rights. The below requirements shall apply to all independent repair providers that conduct repairs of digital electronic equipment covered by this bill using documentation, tools, or parts provided by original equipment manufacturers pursuant to this bill.
  - (i) Independent repair providers are required, prior to the repair of such digital electronic equipment, to disclose to consumers in writing and obtain a written acknowledgment of the following:
    - a. For each instance of service provided, what parts, if any, were not provided or produced by the original equipment manufacturer, the name of the parts provider, and any complaints about the quality of

- such parts that the independent repair provider knows or has reason to know;
- b. If used parts are to be used during the repair, the duration and type of the part's previous use;
  - c. The total anticipated cost of the repair, including the itemized cost of parts and labor;
  - d. Whether the technician performing the repair is certified or has completed training to repair such digital electronic equipment, including whether the technician has undergone training required by the original equipment manufacturer to ensure safe and effective repairs;
  - e. Whether the repair procedure is in compliance with any applicable building or electrical code;
  - f. That there is a risk of damage to digital electronic equipment during the repair, including but not limited to damage to battery life or software functionality;
  - g. That there is a risk of physical harm to the consumer from an improper repair, including but not limited to increased risk of digital electronic equipment fire from faulty battery installation; and.
  - h. Any exposure of the consumer's personal data that may be involved in the repair, including access to personal data by independent repair provider's staff, and the protections that the independent repair provider will take to safeguard personal data.
- (ii) Independent repair providers are required to keep documentation of all repairs, including whether such repairs involved parts not provided or produced by original equipment manufacturers, and provide such documentation to consumers once repairs are completed.
  - (iii) Independent repair providers are required to submit, to any publicly accessible registry of such repairs, certain data regarding all digital electronic equipment repairs performed without original equipment manufacturer authorization. Such data must include the make, model, serial number, date of repair service, and summary of service performed, but not any personal data regarding the consumer.
    - a. As an alternative to compliance with this Section 4(b)(iii), for any repair performed by an independent repair provider without original equipment manufacturer authorization, independent repair providers must permanently attach a notice of repair containing their own brand

name to the digital electronic equipment, with the brand name in a size no smaller than the brand of the original equipment manufacturer.

**Section 5. Enforcement.**

- (a) The Attorney General shall have exclusive authority to enforce the provisions of this bill. Subject to Section 5(b), the Attorney General may initiate an action in the name of the State to seek an injunction to restrain any violations of this bill, and seek to obtain any relief that the Attorney General is authorized to obtain under [State UDAP statute].
- (b) Prior to initiating any action under this bill against any individual or business, the Attorney General shall provide the individual or business 30 days' written notice identifying the specific provisions of this bill the Attorney General alleges have been or are being violated. If within the 30-day period the individual or business cures the noticed violation and provides the Attorney General an express written statement that the alleged violations have been cured and that no such further violations shall occur, no action shall be initiated against the individual or business. Written notice by the Attorney General shall be delivered by certified mail and by first-class mail with proof of mailing. If an individual or business continues to violate this chapter following this cure period or breaches an express written statement provided to the Attorney General under this Section 5(b), the Attorney General may initiate an action as described in Section 5(a).
- (c) Nothing in this bill shall be construed to create an individual or private right of action, or to provide the basis for, or be subject to, an individual or private right of action for violations of any parts of this bill, including under any other law.

**Section 6. Effective date.** This bill shall take effect one year after it shall have become a law and shall apply only to digital electronic equipment that was manufactured for the first time, and first sold or used in the State, on or after the date that is one year after this bill becomes law.