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“Do you want to require vehicle manufacturers to standardize on-board diagnostic systems and provide access to those systems and mechanical data to owners and independent repair facilities?”

In Maine’s 2023 Right to Repair Citizens initiative, 84% of Maine voters voted yes to a well marketed and well financed public proposal that would only benefit the companies monetarily backing the referendum and not the Mainer’s that referenda are intended to help.

My two arguments today will be, first, the Right to Repair already exists and performs effectively for the consumer and second, the changes made to the law according to the referenda will ultimately put consumers in a disadvantageous position and will create issues with consumer protection and privacy.

What the Maine Automotive Right to Repair Committee simply and effectively leveraged was that Mainer’s, or any and all car buyers, are currently unable to bring their automobile to independent repair shops to get work done. This is purely not the case. Since 2014, The Alliance for Automotive Innovation, whose membership includes most automobile and truck manufacturers, has had a Memorandum of Understanding (MOU) with independent repair facilities, which aims to ensure that independent shops have access to the same diagnostic and repair information and tools as authorized dealer networks, and was reaffirmed in 2023 (see attached 2014 MOU and 2023 Sharing Commitment).

So, in fact, the Right to Repair already exists.

But, let’s look to see what happened under the covers.

Outside interests in the automobile aftermarket industry spent nearly \$5 million to gain greater access to proprietary and potentially key private consumer information whilst under the guise of protecting the consumers rights to repair their vehicle at a shop of their choosing. After-market parts companies simply want access to the data and information technology that they not only don’t need, but they ultimately shouldn’t have.

Maine Automotive Right to Repair Committee reported \$4.92 million in contributions and \$4.7 million in expenditure. The Automakers and Repairers for Vehicle Repair Choice was the campaign registered in opposition. The committee reported \$116,568 in contributions and \$110,909 in expenditure. And why did dealers and the automotive manufacturers not

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put up more money? Because it was seen as a non-issue. The MOU has protected and provided service data and information to the consumer since 2014.

Ultimately auto dealers and manufacturers are in the business of selling vehicles. But we have to do it safely, securely and ethically to protect the interest of the consumer. The 2014 MOU and the 2023 reaffirmation clearly allow all repair shops, manufacturer, aftermarket, large chains and small one-person shops the necessary access to repair vehicles to keep the vehicle and consumer safe on the roads. Plus, dealers as technically financial institutions, must follow a multitude of consumer protection laws – safeguards, redflags, etc., that would not need to be as closely monitored nor adhered to by aftermarket parts companies.

What this referendum proves is that with enough signatures and a big enough marketing budget, what are supposed to be citizens initiatives for the people and by the people, are just a vehicle for big outside interests to change law in their own favor, and not the favor of the people they are intended to help.

I will never ask for pity for the car dealer, nor make excuses. But I do have to protect my business and my customers. Maine auto dealers make up for 11,784 jobs, \$5.3 billion in total sales, nearly \$500 million in payroll and nearly \$300 million in sales tax to the State of Maine ANNUALLY.¹ The ultimate partnership with the State of Maine that dealers *have* protect the livelihoods of thousands of families and we may not be the entire backbone of the Maine economy, but we certainly make up for a few vertebrae. We as dealers have been and will continue to be held to higher standards because of the information we collect on consumers – standards that otherwise would not need to be adhered to by other companies.

The fact: The true meaning of Right to Repair already exists and protects the choice of the consumer.

The referendum question in 2023 does NOT and will NOT increase or make the choice of the consumer easier. It will only give larger, some publicly traded, mega aftermarket auto parts stores access to information that could create rippling negative effects in consumer

¹ National Automobile Dealers Association

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protection and decades of research and innovation and intellectual property instability and resulting inefficiencies in the consumer and manufacturing marketplace.

And normally, the auto dealers and auto manufacturers are not 100% aligned in in goals and interest, but in this case, we are unilaterally in agreement that this law is not only NOT fixing something that isn't broken but creating more issues for the consumer and potential harmful consequences, perhaps unavoidable and unintended by both sides of this issue. Issues that may negatively affect far more than the 84% of voters.

And who supported the "Right to Repair" initiative?

I will quickly go through the donor list but will not read everything off in the service of time.

Nowhere on this list, will you see independent repair shops represented. No local, Maine businesses represented. No consumer protection nor consumer advancement advocacy groups.

Thank you for your time and commitment to the State of Maine and its people.

<u>Campaign Donor</u>	<u>Amount²</u>
COALITION FOR AUTOMOTIVE REPAIR EQUALITY	\$1,070,000
- Bethesda, MD	
- Mission: PRESERVING COMPETITION IN THE AUTOMOTIVE AFTERMARKET AND PROMOTING THE INTERESTS OF THE AUTOMOTIVE AFTERMARKET IN FEDERAL AND STATE LEGISLATION	
GENUINE PARTS CO	\$675,000
- Atlanta, GA	
- Parent company to NAPA Auto parts	
ADVANCE AUTO PARTS	\$675,000
- Raleigh, NC	

² www.opensecrets.org

Information on companies from their corporate website.

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- Advance Auto Parts, Inc. is a leading automotive aftermarket parts provider.

AUTOZONE \$675,000

- Memphis, TN
- AutoZone is the leading retailer and a leading distributor of automotive replacement parts and accessories in the U.S

OREILLY AUTO PARTS \$675,000

- Springfield, MO
- O'Reilly Automotive, Inc.(NASDAQ: ORLY) is one of the largest specialty retailers of automotive aftermarket parts, tools, supplies, equipment, and accessories in the United States

CLARIOS LLC \$250,000

- Glendale, WI
- Clarios LLC is a global leader in advanced energy storage solutions, specializing in battery technologies for various vehicles, including conventional, hybrid, and electric vehicles, and is known for powering one in three vehicles worldwide

COALITION FOR AUTOMOTIVE REPAIR EQUALITY \$250,000

- See above

DORMAN PRODUCTS \$150,000

- Colmar, PA
- For over 100 years, we have been driving new solutions, releasing tens of thousands of aftermarket replacement products

EAST PENN MANUFACTURING \$50,000

- Lyons, PA
- A private, family-owned company operating the largest single-site, lead battery manufacturing facility in the world

MEVOTECH \$50,000

- Toronto, ON

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- Mevotech is a highly focused automotive aftermarket company

OMNI INDUSTRIES \$50,000

- Baton Rouge, LA
- Omni manufactures, markets, and distributes lubricants and chemicals to automotive and industrial markets in the United States and internationally.

STRYTEN ENERGY \$50,000

- Alpharetta, GA
- After market battery manufacturer

Others (all aftermarket parts companies)

SOPUS PRODUCTS \$25,000

VALVOLINE GLOBAL OPERATIONS \$25,000

MANN + HUMMEL FILTRATION TECHNOLOGY \$25,000

DMA SALES LLC \$25,000

FEDERAL-MOGUL MOTORPARTS \$25,000

INNOVA \$20,000

BP LUBRICANTS USA INC \$20,000

WINHERE BRAKE PARTS INC \$20,000

TEST-RITE PRODUCTS CORPORATION \$20,000

OSRAM SYLVANIA INC \$20,000

REACTION AUTO PARTS INC \$15,000

TASCO LLC \$15,000

REACH COOLING GROUP \$10,000

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AUTO ALLIANCE
DRIVING INNOVATION®

AAIA®
Automotive Aftermarket
Industry Association

GlobalAutomakers 

CARE


MEMORANDUM of UNDERSTANDING

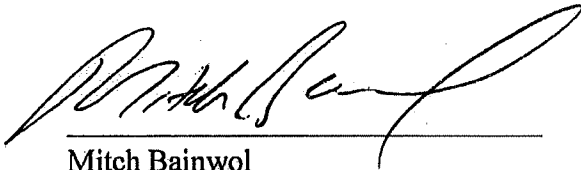
The Automotive Aftermarket Industry Association (“AAIA”), Coalition for Auto Repair Equality (“CARE”), Alliance of Automobile Manufacturers (“Alliance”) and Association of Global Automakers (“Global Automakers”) (“the Original Parties”) enter into this Memorandum of Understanding (MOU) on this Fifteenth (15th) day of January, 2014 and voluntarily agree as follows:

1. The Original Parties fully support this MOU and attached “Right to Repair” (R2R) agreement (“R2R Agreement”). Automobile manufacturer members of the Alliance and Global Automakers indicate their individual company’s agreement to comply with the MOU and R2R Agreement in all fifty (50) States and the District of Columbia through their individual letters of endorsement.
2. Until such time as the provisions of Section 2(c)(i) (common interface device) of the R2R Agreement have been fully implemented, with respect to model year 2018 and newer vehicles, for two years or January 2, 2019, whichever is earlier, and provided the OEMs comply with the MOU during this period, CARE and AAIA agree to continue to work with other Original Parties to fully implement the MOU and to oppose and not to fund or otherwise support, directly or indirectly, any new state R2R legislation.
3. The Original Parties agree to work to strongly encourage any new entrants to the U.S. automotive market or to R2R issues to become signatories to the MOU.
4. The Original Parties agree to work together to resolve any future or related R2R issues that might otherwise be the subject of state legislation and, subject to the mutual consent of the Original parties, amend the MOU and R2R Agreement to include these additional matters.
5. Once the Original Parties have signed on to the MOU, additional parties may join but any amendments or revisions to the terms of the MOU and R2R Agreement, triggered by admission of additional participants, shall require consent of the Original Parties.
6. The Original Parties agree to meet as needed and at least semi-annually, to assess how the MOU is operating, address operational concerns and discuss any other matters relevant to R2R or the MOU or future amendments or parties to the MOU. In the event that one of

the Original Parties concludes that, due to changed circumstances, the MOU or R2R Agreement may no longer be viable, that party shall, upon thirty (30) days written notice to the other three Original Parties, call a meeting to discuss the need for the MOU and R2R Agreement to continue.

7. The Original Parties agree that should a state(s) pass a law relating to issues covered by this MOU and R2R Agreement, after the effective date of the MOU and R2R Agreement, any automobile manufacturer member of the Alliance and Global Automakers may elect to withdraw its letter of endorsement for the MOU and R2R Agreement partially or entirely for the impacted state(s).

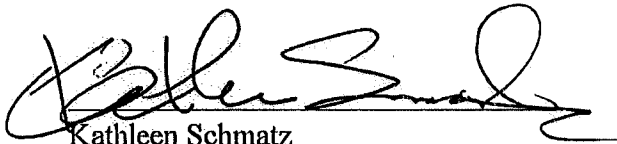
Signed on this 15th day of January, 2014:



Mitch Bainwol
President & CEO
Alliance of Automobile Manufacturers



Michael Stanton
President & CEO
Association of Global Automakers



Kathleen Schmatz
President & CEO
Automotive Aftermarket Industry Association



Ray Pohlman
President
Coalition for Auto Repair Equality

R2R AGREEMENT

Section 1. As used in this agreement, the following words shall, unless the context clearly indicates otherwise, have the following meanings:

"Dealer", any person or business who, in the ordinary course of its business, is engaged in the business of selling or leasing new motor vehicles to consumers or other end users pursuant to a franchise agreement and who has obtained a license, as required under applicable law, and is engaged in the diagnosis, service, maintenance or repair of motor vehicles or motor vehicle engines pursuant to said franchise agreement.

"Franchise agreement", a written arrangement for a definite or indefinite period in which a manufacturer or distributor grants to a motor vehicle dealer a license to use a trade name, service mark or related characteristic and in which there is a community of interest in the marketing of new motor vehicles or services related thereto at wholesale, retail, leasing or otherwise.

"Fair and Reasonable Terms" Provided that nothing in this MOU and R2R Agreement precludes an automaker and an owner or independent repair shop who is subject to the agreement from agreeing to the sale of information and tools on any other terms on which they agree, in determining whether a price is on "fair and reasonable terms," consideration may be given to relevant factors, including, but not limited to, the following:

(i) The net cost to the manufacturer's franchised dealerships for similar information obtained from manufacturers, less any discounts, rebates, or other incentive programs.

(ii) The cost to the manufacturer for preparing and distributing the information, excluding any research and development costs incurred in designing and implementing, upgrading or altering the onboard computer and its software or any other vehicle part or component. Amortized capital costs for the preparation and distribution of the information may be included.

(iii) The price charged by other manufacturers for similar information.

(iv) The price charged by manufacturers for similar information prior to the launch of manufacturer web sites.

(v) The ability of aftermarket technicians or shops to afford the information.

(vi) The means by which the information is distributed.

(vii) The extent to which the information is used, which includes the number of users, and frequency, duration, and volume of use.

(viii) Inflation.

"Immobilizer system", an electronic device designed for the sole purpose of preventing the theft of a motor vehicle by preventing the motor vehicle in which it is installed from starting without the correct activation or authorization code.

"Independent repair facility", a person or business that is not affiliated with a manufacturer or manufacturer's authorized dealer of motor vehicles, which is engaged in the diagnosis, service, maintenance or repair of motor vehicles or motor vehicle engines;

"Manufacturer", any person or business engaged in the business of manufacturing or assembling new motor vehicles.

"Dispute Resolution Panel (DRP)", a 5-person panel established by the Original Parties comprised of the following: one Alliance representative, Alliance member or Alliance designee, one Global Automakers representative, Global Automakers' manufacturer member or Global Automakers designee, two representatives of the independent vehicle repair industry to be selected and mutually agreed upon by AAIA and CARE, and one DRP Chair. The DRP Chair shall be an independent professional mediator with no affiliation to any of the Original Parties, shall be selected by unanimous consent of the Original Parties and shall be funded in equal amounts by each of the Original Parties. The Original Parties shall, at one of the two annual meetings, have an opportunity to revisit their respective representative or ask the Original Parties to revisit the person acting as DRP Chair.

"Motor vehicle", any vehicle that is designed for transporting persons or property on a street or highway and that is certified by the manufacturer under all applicable federal safety and emissions standards and requirements for distribution and sale in the United States, but excluding (i) a motorcycle; (ii) a vehicle with a gross vehicle weight over 14,000 pounds; or (iii) a recreational vehicle or an auto home equipped for habitation.

"Owner", a person or business who owns or leases a registered motor vehicle.

"Trade secret", anything, tangible or intangible or electronically stored or kept, which 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 anything within the definition of 18 U.S.C. § 1839(3).

Section 2.

(2)(a). Except as provided in subsection (2)(e), for Model Year 2002 motor vehicles and thereafter, a manufacturer of motor vehicles sold in United States shall make available for purchase by owners of motor vehicles manufactured by such manufacturer and by independent repair facilities the same diagnostic and repair information, including repair technical updates, that such manufacturer makes available to its dealers through the manufacturer's internet-based diagnostic and repair information system or other electronically accessible manufacturer's repair information system. All content in any such manufacturer's repair information system shall be made available to owners and to independent repair facilities in the same form and manner and to the same extent as is made available to dealers utilizing such diagnostic and repair information system. Each manufacturer shall provide access to such manufacturer's diagnostic and repair information system for purchase by owners and independent repair facilities on a daily, monthly and yearly subscription basis and upon fair and reasonable terms.

(2)(b)(i) For Model Year 2002 motor vehicles and thereafter, each manufacturer of motor vehicles sold in the United States shall make available for purchase by owners and independent repair facilities all diagnostic repair tools incorporating the same diagnostic, repair and wireless capabilities that such manufacturer makes available to its dealers. Such tools shall incorporate the same functional repair capabilities that such manufacturer makes available to dealers. Each manufacturer shall offer such tools for sale to owners and to independent repair facilities upon fair and reasonable terms.

(ii) Each manufacturer shall provide diagnostic repair information to each aftermarket scan tool company and each third party service information provider with whom the manufacturer has appropriate licensing, contractual or confidentiality agreements for the sole purpose of building aftermarket diagnostic tools and third party service information publications and systems. Once a manufacturer makes such information available pursuant to this section, the manufacturer will have fully satisfied its obligations under this section and thereafter not be responsible for the content and functionality of aftermarket diagnostic tools or service information systems.

(2)(c)(i) Commencing in Model Year 2018, except as provided in subsection (2)(e), manufacturers of motor vehicles sold in the United States shall provide access to their onboard diagnostic and repair information system, as required under this section, using an off-the-shelf personal computer with sufficient memory, processor speed, connectivity and other capabilities as specified by the vehicle manufacturer and:

(a) a non-proprietary vehicle interface device that complies with the Society of Automotive Engineers SAE J2534, the International Standards Organizations ISO 22900 or any successor to SAE J2534 or ISO 22900 as may be accepted or published by the Society of Automotive Engineers or the International Standards Organizations; or,

(b) an on-board diagnostic and repair information system integrated and entirely self-contained within the vehicle including, but not limited to, service information systems integrated into an onboard display, or

(c) a system that provides direct access to on-board diagnostic and repair information through a non-proprietary vehicle interface such as Ethernet, Universal Serial Bus or Digital Versatile Disc. Each manufacturer shall provide access to the same on-board diagnostic and repair information available to their dealers, including technical updates to such on-board systems, through such non-proprietary interfaces as referenced in this paragraph. Nothing in this agreement shall be construed to require a dealer to use the non-proprietary vehicle interface (i.e., SAE J2534 or ISO 22900 vehicle interface device) specified in this subsection, nor shall this agreement be construed to prohibit a manufacturer from developing a proprietary vehicle diagnostic and reprogramming device, provided that the manufacturer also complies with Section 2(c)(i) and the manufacturer also makes this device available to independent repair facilities upon fair and reasonable terms, and otherwise complies with Section 2(a).

(2)(c)(ii) No manufacturer shall be prohibited from making proprietary tools available to dealers if such tools are for a specific specialized diagnostic or repair procedure developed for

the sole purpose of a customer service campaign meeting the requirements set out in 49 CFR 579.5, or performance of a specific technical service bulletin or recall after the vehicle was produced, and where original vehicle design was not originally intended for direct interface through the non-proprietary interface set out in (2)(c)(i). Provision of such proprietary tools under this paragraph shall not constitute a violation of this agreement even if such tools provide functions not available through the interface set forth in (2)(c)(i), provided such proprietary tools are also available to the aftermarket upon fair and reasonable terms. Nothing in this subsection (2)(c)(ii) authorizes manufacturers to exclusively develop proprietary tools, without a non-proprietary equivalent as set forth in (2)(c)(i), for diagnostic or repair procedures that fall outside the provisions of (2)(c)(ii) or to otherwise operate in a manner inconsistent with the requirements of (2)(c)(i).

(2)(d) Manufacturers of motor vehicles sold in the United States may exclude diagnostic, service and repair information necessary to reset an immobilizer system or security-related electronic modules from information provided to owners and independent repair facilities. If excluded under this paragraph, the information necessary to reset an immobilizer system or security-related electronic modules shall be obtained by owners and independent repair facilities through the secure data release model system as currently used by the National Automotive Service Task Force or other known, reliable and accepted systems.

(2)(e) With the exception of telematics diagnostic and repair information that is provided to dealers, necessary to diagnose and repair a customer's vehicle, and not otherwise available to an independent repair facility via the tools specified in 2(c)(i) above, nothing in this agreement shall apply to telematics services or any other remote or information service, diagnostic or otherwise, delivered to or derived from the vehicle by mobile communications; provided, however, that nothing in this agreement shall be construed to abrogate a telematics services or other contract that exists between a manufacturer or service provider, a motor vehicle owner, and/or a dealer. For purposes of this agreement, telematics services include but are not limited to automatic airbag deployment and crash notification, remote diagnostics, navigation, stolen vehicle location, remote door unlock, transmitting emergency and vehicle location information to public safety answering points as well as any other service integrating vehicle location technology and wireless communications. Nothing in this agreement shall require a manufacturer or a dealer to disclose to any person the identity of existing customers or customer lists.

Section 3. Nothing in this agreement shall be construed to require a manufacturer to divulge a trade secret.

Section 4. Notwithstanding any general or special law or any rule or regulation to the contrary, no provision in this agreement shall be read, interpreted or construed to abrogate, interfere with, contradict or alter the terms of any franchise agreement executed and in force between a dealer and a manufacturer including, but not limited to, the performance or provision of warranty or recall repair work by a dealer on behalf of a manufacturer pursuant to such franchise agreement.

Section 5. Nothing in this agreement shall be construed to require manufacturers or dealers to provide an owner or independent repair facility access to non-diagnostic and repair information

provided by a manufacturer to a dealer, or by a dealer to a manufacturer pursuant to the terms of a franchise agreement.

Section 6. If an independent repair facility or owner believes that a manufacturer has failed to provide the information or tool required by this MOU, he may challenge the manufacturer's actions by first notifying the manufacturer in writing. The manufacturer has thirty (30) days from the time it receives the reasonably clear and specific complaint to cure the failure, unless the parties otherwise agree. If the complainant is not satisfied, he has thirty (30) days to appeal the manufacturer's decision to the DRP. The DRP shall be convened by the Chair within thirty (30) days of receipt of the appeal of the manufacturer's decision. The DRP will attempt to reach agreement between the parties. If unsuccessful, the DRP shall convene and issue its decision. The decision must be issued within 30 days of receipt of the appeal of the manufacturer's decision, unless otherwise agreed to by the parties. The DRP decision shall be disseminated to the complainant, the manufacturer, and the Original Parties. If the manufacturer and complainant still cannot reach agreement, the complainant may take whatever legal measures are available to it.



Automotive Repair Data Sharing Commitment

This commitment was created with one group of people in mind: vehicle owners. It recognizes and reaffirms the belief that consumers should have access to safe and proper repairs throughout a vehicle's lifecycle.

The parties commit to ensure consumer choice in vehicle repair decisions and support the independent repair community as provided below and as outlined in the existing 2014 Memorandum of Understanding:

Access to diagnostic and repair information – There shall be available for purchase by owners of motor vehicles and by independent repair facilities on fair and reasonable terms the same diagnostic and repair information, including service manuals and technical repair updates, that a manufacturer makes available to its authorized dealers through the manufacturer's internet-based diagnostic and repair information system or other electronically accessible repair information system.

Access to vehicle systems – There shall be available access to vehicle diagnostic systems through (i) a non-proprietary vehicle interface device that complies with the Society of Automotive Engineers standard J2534, commonly referred to as SAE J2534, the International Organization for Standardization standard 22900, commonly referred to as ISO 22900 or any successor to SAE J2534 or ISO 22900 as may be accepted or published by the Society of Automotive Engineers or the International Organization for Standardization; (ii) an onboard diagnostic and repair data system integrated and entirely self-contained within the vehicle, including, but not limited to, diagnostic or service information systems integrated into an onboard display; or (iii) a system that provides direct access to onboard diagnostic and repair data through a non-proprietary vehicle interface, such as ethernet, universal serial bus or digital versatile disc; provided that each manufacturer provides access to the same onboard diagnostic and repair data and functions available to their dealers, including technical updates to such onboard systems, through such non-proprietary interfaces as referenced in this paragraph.

Alternate Fueled Vehicles – Just as is the case for traditional internal combustion vehicles, access to vehicle diagnostic data and to vehicle systems for diagnostic and repair purposes shall be available for purchase by vehicle owners and by independent repair facilities on fair and reasonable terms for alternately fueled vehicles. This commitment applies to all vehicle technologies regardless of powertrain, including gasoline, diesel, fuel cell, electric battery, hybrid, and plug-in hybrid electric powertrains.

Telematics – Telematics systems shall not be used to circumvent the commitments made in this commitment to provide independent repair facilities with access to vehicle diagnostic data. To the extent that specific telematic diagnostic and repair data is needed to complete a repair, and also provided to an automaker’s authorized dealers, the automaker shall make such information available to vehicle owners and independent repair facilities, if it is not otherwise available through a tool or third-party service information provider. This does not apply to any telematics data beyond what is necessary to diagnose and repair a vehicle.

Access to tools – There shall be made available for purchase by owners of motor vehicles and by independent repair facilities diagnostic repair tools incorporating the same functional capabilities that a manufacturer makes available to its authorized dealers.

Fair and Reasonable Terms – There shall be access to diagnostic and repair information and tools on fair and reasonable terms, consistent with U.S. Environmental Protection Agency, California Air Resources Board, and Massachusetts statutory requirements.

Support of Third-Party Tool Manufacturers – Diagnostic and repair information shall be made available to each third-party tool manufacturer and each third-party service information provider with whom a manufacturer has appropriate licensing, contractual, or confidentiality commitment for the sole purpose of building diagnostic tools and third-party service information publications and systems.

Trade secret protections – Nothing in this commitment shall be construed to require a manufacturer to divulge a trade secret.

Education – The parties shall develop a plan to educate both mechanical and collision repair facilities on the avenues by which they can access repair information, including directly through manufacturer repair websites, on www.oem1stop.com, or by accessing third-party tool and data service providers, among others.

Training – The parties shall review existing training options for both mechanical and collision repair facilities and work to ensure repairers have access to the latest training opportunities.

Working Together to Address Any Identified Gaps

As a complement to the existing process for resolving disputes involving the availability of diagnostic and repair information from specific manufacturers established in the 2014 MOU, the parties commit to establish a Vehicle Data Access Panel (VDAP) to identify issues a party may have with respect to the availability of diagnostic data and repair information as pledged in this commitment and collaborate on potential solutions where feasible. The VDAP shall be comprised of representatives from Automotive Service Association, Society of Collision Repair Specialists and Alliance for Automotive Innovation, and shall meet, at a minimum, biannually.

Periodic Review to Ensure Continued Relevancy

In recognition of this industry's dynamic marketplace, the parties commit to review this commitment annually and update, if appropriate. To that end, the parties shall establish a Data Access Working Group to consider any technological advancements that may alter the vehicle repair marketplace. The size and membership of this Working Group shall be established by the parties and can be altered at any time with the commitment of the signing parties.

Cooperation and Advocacy

Federal legislation – The parties commit to working together in support of federal legislation to codify the various provisions of this commitment, ensuring consumer choice in vehicle repair across the country. The parties also commit to working together against any legislation that is in direct conflict with the tenets of this document.

Federal regulations – The parties commit to working together in support of a petition to the Environmental Protection Agency to ensure reparability of electric vehicles by requiring standardized data communication protocols from OBDII-type connectors on all battery electric, plug-in hybrid, hybrid, and fuel cell vehicles model year 2026 and beyond in alignment with California's Advanced Clean Cars II regulation.

State legislation – The parties commit to working together against any legislation that is in conflict with the tenets of this commitment. Engagement on state legislation not in conflict with the tenets of this commitment shall be evaluated on its merits and subject to the commitment of the parties.

Signing Parties

Automotive Service Association (ASA)

ASA is the largest and oldest national organization committed to protecting the automotive repair industry with ONE VOICE. Our members own and operate automotive mechanical and collision repair facilities responsible for the majority of all, post warranty, repair services in the United States. ASA advocates for the interests of its members and their customers in Washington, D.C. The education, resources, and services ASA provides empowers its members in all 50 states to remain trusted stewards of mobility in their communities. www.ASAShop.org

Society of Collision Repair Specialists (SCRS)

Through our direct members and affiliate associations, SCRS proudly represents over 6,000 collision repair businesses and 58,500 specialized professionals who work to repair collision-damaged vehicles. Since 1982, SCRS has served as the largest national trade association solely dedicated to the hardworking collision repair facilities across North America. Since its formation, SCRS has provided repairers with an audible voice, and an extensive grassroots network of industry professionals who strive to better our trade. Additional information about SCRS including other news releases is available at the SCRS website. www.scrs.com

Alliance for Automotive Innovation

From the manufacturers producing most vehicles sold in the U.S. to autonomous vehicle innovators to equipment suppliers, battery producers and semiconductor makers – Alliance for Automotive Innovation represents the full auto industry, a sector supporting 10 million American jobs and five percent of the economy. Active in Washington, D.C. and all 50 states, the association is committed to a cleaner, safer and smarter personal transportation future. www.autosinnovate.org

Effective Date

This Commitment is effective immediately upon signed letter transmittal to Chairwoman Cantwell, Ranking Member Cruz, Chairwoman McMorris Rodgers, Ranking Member Pallone, Chairman Jordan, Ranking Member Nadler, Chairman Durbin, and Ranking Member Graham.