Submission of George Slover
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to
Right to Repair Task Force
Vermont State Assembly
Meeting of October 9, 2018

[I did not prepare a formal written statement before the meeting, had not understood that was expected. This submission distills the oral remarks I made, as well as addressing an issue brought up during the meeting. I would be happy to address any further questions that occur to the Task Force as it considers legislation.]

I appreciate being invited to this meeting, being brought into this discussion. I work for Consumers Union, the advocacy division of Consumer Reports, the organization that does testing and ratings of cars, appliances, and other consumer products and services. Our policy advocacy is informed by that testing and ratings work, and by our interactions with consumers in connection with that work.

We support right-to-repair legislation such as this Task Force is considering. It promotes competition, allowing the marketplace to give product owners more options, and more affordable options, for repairing the electronic products they own. It helps affordably preserve the useful life of the product. It helps give consumers the bedrock rights and incidents of product ownership that they have traditionally been able to expect – that once a product is purchased, and possession is transferred from the seller to the buyer, the buyer takes control along with possession.

Several years ago, Consumers Union led the effort to convince the Copyright Office to create an exception under the Digital Millennium Copyright Act to permit consumers to "unlock" the software in their mobile phone so they could choose which wireless network to sign up with without having to throw their phone away and buy a new one. We supported giving a similar right to owners of software-enabled consumer products generally, so the consumer could choose to have those products repaired by independent repair services.

The right-to-repair legislation you are considering is corollary to those efforts, so that the independent repair services have the basic technical information and tools in order to provide consumers with that choice. It is similar to a law that already applies for automobiles.

Other public benefits that flow from providing consumers with that choice include cutting down on unnecessary waste, and creating business opportunities for the independent repair providers who want to offer consumers that choice.

I understand that I was not invited to come to Vermont to make the basic case for right-to-repair legislation, as others have already done, so much as to address legal issues flagged in the memorandum circulated by Legislative Counsel David Hall on September 10, and in particular the constitutional issues. And also to be available to answer questions regarding the most recent draft model bill, which I had a significant hand in helping polish and clarify.

While I am not a constitutional law scholar, I have been a lawyer for almost 40 years, and spent a decade as counsel to the U.S. House Judiciary Committee, where constitutional issues were commonly considered. I also spent two years, early in my legal career, as law clerk to a federal judge, during which time I helped him consider a number of constitutional cases.

I have reviewed the cases referenced in the very thorough Legislative Counsel memorandum, and have also conducted an additional search for other relevant cases. Based on that review, I believe the model right-to-repair legislation is on sound constitutional footing.

Importantly, that model legislation, dated July 24, 2018, which I believe the Task Force already has before it, but which I am attaching, would not require any new information or products or parts to be created; it requires only that information and products and parts already created be shared on essentially equivalent terms with independent repair services as with authorized repair services. It would provide for equal treatment for independent repair services, not favored treatment.

First Amendment

The model legislation has none of the hallmarks of presenting a First Amendment problem. Most commercial speech cases are about advertising – or, more broadly stated, about information describing the product or service that consumers can use to assess the product or service. Required labeling is a prominent example. In contrast, this bill is about providing *operational* information, to enable the consumer to ensure the product is functioning properly. I'm not aware of any case that has considered that kind of disclosure requirement to present First Amendment issues. But even drawing inferences from the advertising cases, it seems clear that the required disclosures here do not run afoul of the First Amendment.

The September 10 memorandum referenced primarily two Supreme Court cases. The first, *Central Hudson Gas & Elec. Corp. v. Public Services Comm'n*, 447 U.S. 557 (1980), was an advertising case, in which the Court invalidated a state regulation that flatly banned all promotional advertising by electric utility companies operating in the state. The second, *Zauderer v. Office of Disciplinary Counsel of Supreme Court*, 471 U.S. 626 (1985), was also an advertising case, in which the Court invalidated the part of a state disciplinary action against an attorney that suppressed an accurate newspaper ad regarding legal services, while upholding the

part that required legal expense information to be disclosed in an accurate way. Both of these cases were about direct government *suppression* of commercial speech.

Zauderer made clear that laws *requiring* the provision of information were subject to a less strict standard. "Because the extension of First Amendment protection to commercial speech is justified principally by the value to consumers of the information such speech provides … appellant's constitutionally protected interest in not providing any particular factual information in his advertising is minimal" and his rights as an advertiser "are adequately protected as long as disclosure requirements are reasonably related to the State's interest in preventing deception of consumers."

Other cases have followed *Zauderer*, while explaining that its standard for required disclosures applied more broadly than just to the state's interest in preventing consumer deception.

- *44 Liquormart, Inc. v. Rhode Island*, 517 U.S. 484 (1996), upholding the required advertising of liquor prices, explained that requiring disclosure of beneficial consumer information is subject to the same less strict review as regulation of commercial messages to protect consumers from misleading, deceptive, or aggressive sales.

- *Milavetz, Gallop & Milavetz, P.A. v. United States*, 559 U.S. 229 (2010), upholding disclosure requirements for attorneys advising bankruptcy clients, spoke of the government interest in preventing consumer deception in a broader sense, of ensuring that consumers had the information needed to properly avail themselves of bankruptcy.

- *National Electrical Manufacturers Ass'n v. Sorrell*, 272 F.3d 104 (2d Cir. 2001), upholding the required labeling of mercury-containing light bulbs, said that commercial disclosure requirements are treated differently from restrictions on commercial speech because mandated disclosure of accurate, factual, commercial information does not offend the core First Amendment values of promoting efficient exchange of information or protecting individual liberty interests – and in fact promotes those values. And the court noted that "[i]nnumerable federal and state regulatory programs require the disclosure of product and other commercial information."

- *N.Y. State Restaurant Ass'n v. N.Y. City Board of Health*, 556 F.3d 114 (2d. Cir. 2009), upholding the required disclosure by restaurants of nutritional information, stated the standard as that rules "mandating that commercial actors disclose commercial information" are subject to the *Zauderer* rational basis test.

- *Sorrell v. IMS Health Inc., 564 U.S. 552* (2011) invalidated a Vermont statute forbidding pharmaceutical manufacturers from using information obtained from pharmacies, on drugs individual doctors have prescribed, to target those doctors with marketing. The court noted that this was a *restriction* on speech, and further that it was targeted at one

specific class of speakers, based on their identity and the purpose of their speech. No one else was restricted. So it was not tailored to the state's expressed interest in protecting confidentiality, and therefore warranted heightened scrutiny. "The First Amendment directs courts to be especially skeptical of regulations that seek to keep people in the dark for what the government perceives to be their own good."

- *American Meat Institute v. USDA*, 760 F.3d 18 (D.C. Cir 2014) (en banc) upheld the required disclosure of country of origin and country of processing for meat products. Following *Zauderer*, the court held that "the extension of First Amendment protection to commercial speech is justified principally by the value to consumers of the information such speech provides ..." and therefore that first amendment interests are "substantially weaker" for required disclosure than for suppression of information. That goes beyond the purpose of preventing consumer deception, the court held: "To the extent other cases in this circuit may be read as ... limiting *Zauderer* to cases in which government points to an interest in correcting deception, we now overrule them."

- *Board of Trustees v. Fox*, 492 U.S. 469 (1989), applying the stricter *Central Hudson* test to a suppression of commercial speech, upheld a ban on advertising and marketing of Tupperware at a "Tupperware party" in campus dorm. The Court held that the suppression of this commercial speech was permissibly based on, and appropriately tailored to fit, the state's asserted interests – none of which involved preventing deception, and all of which the Court found to be substantial – promoting an educational rather than commercial atmosphere on campus, promoting safety and security, preventing commercial exploitation of students, and preserving residential tranquility. The Court also clarified that the state is not required to choose the least restrictive among all alternatives.

- *Pharmaceutical Care Management Ass'n v. Rowe*, 429 F.3d 294 (1st Cir. 2005) did not involve advertising. It involved a state law requiring pharmaceutical benefits managers to disclose conflicts of interest and financial arrangements with third parties in order to, among other things, promote competition. In rejecting the First Amendment challenge, the court first cited *Zauderer* for the general proposition that commercial speech is entitled to less protection, and that a party faced with a legal disclosure requirement has only a minimal interest in withholding the information. "Purely commercial speech is more susceptible to compelled disclosure requirements." (quoting *Riley v. National Federation of Blind*, 487 U.S. 781, 796 n.9 (1988), which cited *Zauderer*.)

  The court went on to distinguish the disclosures required here from the kind of advertising disclosures involved in *Zauderer* and other cases: "What is at stake here, by contrast, is simply routine disclosure of economically significant information designed to forward ordinary regulatory purposes – in this case, protecting covered entities from questionable PBM business practices." The court stated that it was "obvious" that the disclosure requirements are "reasonably related" to a substantial state interest, as they

were "designed to create incentives within the market for the abandonment of certain practices that are likely to unnecessarily increase cost without providing any corresponding benefit to the individual ... and that appear to be designed merely to improve a drug manufacturer's market share."

The required disclosures here are thus arguably a bit closer to the kind of required disclosures that would be involved in a right-to-repair law, because they go beyond the kind of direct advertising or marketing to consumers that the First Amendment cases generally involve. But they are still different, in that they are still about better informing the market about the nature of the service being sold, rather than providing information to better ensure the proper operation of the product. I am not aware of any challenge to instructional information on First Amendment grounds, let alone a successful one.

At the October 9 Task Force meeting, two recent Supreme Court cases were referenced. Both are relevant to the Task Force's consideration. But neither would appear to provide a new basis for holding an appropriately written right-to-repair law to be in violation of the First Amendment.

- *National Institute of Family & Life Advocates v. Becerra*, 138 S. Ct. 2361 (2018), decided in June, involved a law requiring licensed crisis pregnancy centers to notify women that California provides free or low-cost abortion services. The Court held that the requirement likely infringes on the centers' first-amendment rights, thus necessitating further legal proceedings. The Court was careful to distinguish this from required disclosure of factual, non-controversial information related to its own products and services (as in *Zauderer*), and from regulation of conduct that incidentally burdens speech (as in *Ohralik v. Ohio State Bar Assn.*, 436 U. S. 447, 455-456 (1978).

  (In *Ohralik*, upholding suspension of an attorney for soliciting auto accident victims, the Court had stated: "It has never been deemed an abridgment of freedom of speech or press to make a course of conduct illegal merely because the conduct is in part initiated, evidenced, or carried out by means of language, either spoken, written, or printed. ... [T]he State does not lose its power to regulate commercial activity deemed harmful to the public whenever speech is a component of that activity." The Court also recognized the state interests implicated, including the general interest in protecting consumers and regulating commercial transactions, as strong.)

  Here, the Court emphasized, the required disclosure was about services provided not by the facility, but by the state, and those services included abortion services. And it was not about conduct incidentally touching on speech – as did the informed consent requirements for abortion services upheld in *Planned Parenthood of Southeastern Pa. v. Casey*, 505 U. S. 833 (1992). In contrast, this was about directly required speech – and the requirement applied only to a narrowly targeted category of facilities; moreover, it

applied to all interactions between a covered facility and its clients, regardless of whether a medical procedure is ever sought, offered, or performed. Furthermore, it was a requirement imposed squarely on non-commercial speech, compelling the centers to provide a specific message on a very controversial topic, to which many of the centers objected strongly, on deeply-held religious grounds, requiring a center to inform women about how they can obtain state-subsidized abortions at the same time it is trying to dissuade women from choosing that option. The concurring opinion added that the history of the law's passage and its narrowly targeted application suggest a real possibility that these centers were targeted because of their beliefs.

- *CTIA - The Wireless Association v. City of Berkeley*, 138 S. Ct. 2708 (2018), remanded the case for further consideration in light of *Becerra*. That case involves a municipal ordinance requiring cell phone retailers to inform purchasers that carrying a cell phone close to the body may exceed FCC guidelines for exposure to radio-frequency. The Court intimated no opinion about whether the Ninth Circuit's upholding the requirement should be reaffirmed or reversed, and there are strong grounds for upholding it based on Becerra and the precedents it cites. The case remains pending in the Ninth Circuit. To the extent that the case may turn on whether the risk of exposure – based on the scientific judgment of the industry's key federal regulator – can be rendered "controversial" because it is disputed by the industry, the city notes in its remand brief that that would apply to virtually every required disclosure imaginable. In any event, this disclosure, like the others discussed above, is a disclosure regarding the nature of the product, rather than providing information to help ensure the effective operation of the product, as the right-to-repair law would require.

Commerce Clause

The model legislation also has none of the hallmarks of presenting a dormant Commerce Clause problem – that the state would be unconstitutionally interfering with or burdening interstate commerce. There is no discrimination, as it applies equally to in-state and out-of-state manufacturers. There is no extraterritoriality, as it applies only to equipment bought or being used in the state. There is no impediment to crossing state lines, in either direction. And there is no significant burden – no new manufacturing or creation of information is required, and the expenses of sharing the parts and information more widely are minimal. The manufacturer is expressly permitted to charge the equivalent amount to an independent repair service provider as it is charging to an authorized service provider. And for any documentation that the manufacturer normally would provide online but that the independent asks for in physical printed form, the manufacturer is expressly permitted to charge for the reasonable actual costs of preparing and sending it. On the other side of the equation, the there is a significant state interest in giving consumers effective options for repair of the electronics they own, as noted above.

The principal dormant Commerce Clause decisions referenced in the September 19 memorandum are *Oregon Waste Systems v. Department of Environmental Quality*, 511 U.S. 93 (1994), in which the Court invalidated an overtly and intentionally discriminatory surcharge for

disposal of solid waste brought in from out of state; *Department of Revenue v. Davis*, 553 U.S. 328 (2008), in which the Court *upheld* an overtly and intentionally discriminatory tax on interest from out-of-state municipal bonds, finding the state's interest sufficient to justify the discriminatory treatment; *Healy v. Beer Institute*, 491 U.S. 324 (1989), in which the Court held that a law requiring breweries that shipped beer out-of-state to set prices in-state at or lower than prices charged in adjoining states unjustifiably interfered with the breweries' ability to promote their beer in those adjoining states; *Ford Motor Co. v. Texas Dept. of Transportation*, 264 F.3d 493 (5th Cir. 2001), in which the court upheld a prohibition on retail auto sales by manufacturers; and *Pike v. Bruce Church*, 397 U.S. 137 (1970), in which the Court invalidated an ostensibly neutral requirement to package in the state all produce grown in the state.

Pike is the leading case regarding state laws that regulate evenhandedly to effectuate a legitimate local public interest, and is the case most relevant here, along with *Ford Motor Company*.

- *Pike v. Bruce Church*, 397 U.S. 137 (1970), involved an Arizona law that required growers of cantaloupes in the state to package them in the state, pursuant to specific standards, and clearly label them as being produced in the state, before shipping them out of state. The expressed purpose of the law was to enforce quality standards for fruit being shipped out of state with an Arizona label, in order to protect the reputation of the state's produce. Pursuant to the law, the state issued an order prohibiting a cantaloupe grower from shipping its cantaloupes out of state without complying with that law. The grower already had a packaging plant 30 miles from its Arizona fields, but across the state line. Complying with the order would have required the grower to build a new packaging plant, at considerable expense, to perform the same packaging operation.

  The Court invalidated the order, as applied against the specific grower – it did not invalidate the law, and in dicta said the law's requirements as applied to produce packed in the state were valid. But applying the law to this grower, in this instance did not further the state's expressed interest, because the cantaloupes were not being labeled as being produced in Arizona. And the state's indirect interest in having the grower's high-quality produce labeled as being produce in the state was not enough to justify the additional expense the grower would be required to incur.

  Pike established the general standard for evaluating non-discriminatory laws. "Where the statute regulates evenhandedly to effectuate a legitimate local public interest, and its effects on interstate commerce are only incidental, it will be upheld unless the burden imposed on such commerce is clearly excessive in relation to the putative local benefits."

- *Ford Motor Co. v. Texas Dept. of Transportation*, 264 F.3d 493 (5th Cir. 2001) held that the state law prohibiting retail auto sales by manufacturers did not pose a Commerce Clause problem. First, the court noted there was no discrimination – "The [Supreme] Court's jurisprudence finds discrimination only when a State discriminates among similarly situated in-state and out-of-state interests." Second, the court recognized that

"discouraging economic concentrations ... [is] undoubtedly [a] legitimate state interes[t]." (Citing Lewis v. Bt Investment Managers, 447 U.S. 27, 43 (1980))

- *National Electrical Manufacturers Ass'n v. Sorrell*, 272 F.3d 104 (2d Cir. 2001), upheld a Vermont law requiring labeling of mercury-containing light bulbs. Applying the *Pike* test, the court found no undue burden on commerce. The focus of the disparate burden analysis under the Commerce Clause, the court explained, is a state's shifting the costs of regulation to other states. "For a state statute to run afoul of the Pike standard, the statute, at a minimum, must impose a burden on interstate commerce that is qualitatively or quantitatively different from that imposed on intrastate commerce."

- *Pharmaceutical Care Management Ass'n v. Rowe*, 429 F.3d 294 (1st Cir. 2005), discussed above with regard to the First Amendment challenge, also upheld the state law requiring PBM disclosures against a Commerce Clause challenge. Applying the *Pike* test, the court said there was no undue burden on interstate commerce – that a reduction in company profits resulting from increased disclosure is not a cognizable burden, let alone an excessive one – and that the intended public benefits, promoting competition and improved consumer access and affordability, were clear and substantial. The court further explained that the Commerce Clause "protects the interstate market, not particular interstate firms, from prohibitive or burdensome regulations." (quoting *Pharmaceutical Research & Manufacturers of America v. Concannon*, 249 F.3d 66, 84 (1st Cir. 2001), quoting *Exxon Corp. v. Governor of Maryland*, 437 U.S. 117, 127-28 (1978))

At the October 9 Task Force meeting, another case, *Legato Vapors, LLC v. Cook*, 847 F.3d 825 (7th Cir. 2017), was referenced. It would not appear to provide a new basis for holding an appropriately written right-to-repair law to be in violation of the Commerce Clause.

- *Legato Vapors* involved an Indiana statute that imposed extensive and detailed manufacturing requirements on manufacturers of e-liquid solutions used for e-cigarettes and vaping, as a condition for selling the solutions in the state. The court held that these requirements, as they applied to manufacturers whose manufacturing operations are conducted entirely out-of-state, were an undue burden on interstate commerce. The court emphasized that the requirements were highly intrusive, expensive, "astoundingly specific," and exacting, and created an undue risk of substantial and irreconcilable conflicts with other states. They even included required consent to their enforcement by the State of Indiana by allowing the Indiana Alcohol and Tobacco Commission "to enter during normal business hours ... to conduct physical inspections, sample the product ... and perform an audit."

  The court further noted pointedly that there was only one company in the entire United States, "located not so coincidentally in Indiana," that satisfied the criteria of the Indiana statute. Before the statute went into effect, ninety percent of e-liquid revenue in Indiana came from e-liquids manufactured out-of-state. Now, only six manufacturers – compared

to the more than one hundred selling in Indiana before – supplied e-liquids to Indiana retailers. Four of those six were in-state companies.

The court emphasized that the requirements were "not like the labeling cases, where an out-of-state producer may comply by making minor adjustments to its production processes so that labeling will conform to the governing state's requirements. The direct regulation of out-of-state facilities and services has effects that are not comparable to mere incidental effects of a facially neutral law regulating labels, such as those on light bulbs or milk. The asserted purpose of the statute – protecting the health and safety of Hoosiers who consume e-liquids – is of course legitimate. But the defendants have failed to offer any evidence that less intrusive alternatives to these unprecedented extraterritorial provisions are incapable of serving that purpose."

Contracts Clause

It would not appear that any substantial issue would be raised regarding the validity of the model right-to-repair law under the Contracts Clause. This seems well within the state's long-recognized authority to regulate in the public interest of its citizens, and well within what would be foreseeable to businesses operating or selling into the state.

The September 10 memorandum references one case, *Energy Reserves Group v. Kansas Power & Light*, 459 U.S. 400 (1983). This case establishes the general rule that, once a legitimate public purpose has been identified, the question is whether the adjustment the law in question makes to the rights and responsibilities of contracting parties is based upon reasonable conditions and is of a character appropriate to the public purpose justifying the legislation's adoption. "Unless the state itself is a contracting party ... courts properly defer to legislative judgment as to the necessity and reasonableness of a particular measure." The Court further noted that a key consideration in whether there was substantial impairment is whether the kind of regulation involved was foreseeable.

- *Buffalo Teachers Federation v. Tobe*, 464 F.3d 362 (2nd Cir. 2006), upheld a state law freezing wages. The court followed *Energy Reserves Group* in setting out a three-part test: (1) is the contractual impairment substantial and, if so, (2) does the law serve a legitimate public purpose such as remedying a general social or economic problem and, if such purpose is demonstrated, (3) are the means chosen to accomplish this purpose reasonable and necessary – and that, unless the state itself is a party to the contract, courts usually defer to a legislature's determination as to whether a particular law was reasonable and necessary.

Takings Clause

It also would not appear that any substantial issue would be raised regarding the model right-to-repair law as a possible unconstitutional "taking" under the Due Process Clause.

The September 10 memorandum references the leading case, *Penn Central Transportation Co. v. New York City*, 438 U.S. 104 (1978), in which the Court upheld rejection of a proposed new commercial construction on top of the Penn Central Terminal, based on its designation as a historical landmark. The Court held that the restrictions imposed were substantially related to promotion of the general welfare.

Of the few subsequent Supreme Court decisions citing *Penn Central*, most involve, like that case, real estate, or a direct confiscation of physical property, as did *Horne v. Department of Agriculture*, 135 S. Ct. 2419 (2017) (raisin set-aside).

One decision that does not is *Connolly v. Pension Benefit Guaranty Corp.*, 475 U.S. 211 (1986), which involved a required payment into a multi-employer pension plan by a company withdrawing from the plan. The Court distilled the *Penn Central* ad hoc test as involving "three factors of particular significance: 1) the economic impact of the regulation on the claimant; (2) the extent to which the regulation has interfered with reasonable investment-backed expectations; and (3) the character of the governmental action." The Court ruled that the required pension payment was not a taking, because the requirement "arises from a public program that adjusts the benefits and burdens of economic life to promote the common good," and that it did not interfere with reasonable investment-backed expectations.

A more analogous case is *Ruckelshaus v. Monsanto Co.*, 467 U.S. 986 (1984), which involved public disclosure by the EPA of health, safety, and environmental information regarding pesticides, which Monsanto claimed was trade secrets. While affirming that trade secrets are property subject to protection under the Takings Clause, the Court held that Monsanto did not have a reasonable investment-backed expectation of preserving confidentiality of the information, during a time when the law was silent on the question of confidentiality.

- *Pharmaceutical Care Mgmt. Ass'n v. Rowe*, 429 F.3d 294 (1st Cir. 2005), discussed above with respect to the First Amendment and the Commerce Clause, also included a challenge under the Takings Clause to the state law requiring PBMs to disclose conflicts of interest and financial arrangements with third parties. The Court held there was no unconstitutional taking – there was a traditional state regulatory interest, and no interference with any reasonable investment-backed expectation. "PBMs should ... have expected the possibility that they would have to disclose to their covered entity customers' information needed to forestall what could reasonably be deemed abusive control. … If PBMs truly assumed that they would be free from disclosure requirements of the sort set forth in the Maine law here, this would be more wishful thinking than reasonable expectation." As noted above, the court emphasized that [w]hat is at stake here ... is simply routine disclosure of economically significant information designed to forward ordinary regulatory purposes – in this case, protecting covered entities from questionable PBM business practices."

Here, the State of Vermont has a long-recognized interest in promoting competition in order to give consumers the protections of meaningful choice and an effective voice in the marketplace. The interest of manufacturers and their authorized repair facilities would be the additional profits to be gained by foreclosing such competition, so they could charge monopoly-level prices for repairs. That's not an interest they would have a reasonable investment-backed expectation of obtaining.

Other issue raised at October 9 Task Force meeting – safety/security

Among the issues raised by other witnesses at the October 9 meeting was whether making repair information and tools more widely available might create significant safety or security issues. I do not believe so.

One aspect of this safety/security issue was the notion that independent repair of a complicated product might result in it being repaired incorrectly, damaging the product and, potentially, causing a fire hazard. This, of course, could potentially happen with any repair, including one by the manufacturer or an authorized repair provider. The question is fundamentally no different than what is posed by independent repair of an automobile, where independent repair has been commonplace for many decades, and is expressly protected by a law on which the model legislation is based. As I indicated at the meeting, The Legislature may want to consider whether there are specific products that are particularly sensitive, and might warrant an exception from the legislation. We would expect manufacturers of various products to propose that course of action. In our view, the Legislature should consider those proposals appropriately, but the burden should be on the proponents to substantiate the need for any exception.

The other aspect of this safety/security issue was whether, for home appliances, allowing an independent repair service technician – an unaffiliated stranger – into the home could create a danger to persons inside the home. This also, of course, could potentially happen with an authorized repair provider. And likewise, the question is no different than what we have long been accustomed to with service providers we invite into our homes, such as furnace technicians, electricians, plumbers, even housekeepers and baby sitters. Homeowners have ways of taking appropriate precautions, and those would be available here as well.

Thank you again for inviting me to participate as you consider this important consumer legislation. We would be pleased to assist you further.