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April 15, 2026

TO: Members, Senate Judiciary Committee

**SUBJECT: SB 898 (WEBER PIERSON) CONNECTED CONSUMER PRODUCTS  
OPPOSE UNLESS AMENDED – AS AMENDED MARCH 24, 2026  
SCHEDULED FOR HEARING – APRIL 21, 2026**

The California Chamber of Commerce and the undersigned organizations respectfully **OPPOSE UNLESS AMENDED SB 898 (Weber Pierson)** as amended March 24, 2026. While we can certainly understand the core consumer protection goal of providing for transparency about product support lifecycles, the bill negatively impacts the competitive viability of companies operating in the state and ultimately hurts both businesses and consumers in a number of unintended ways.

Fundamentally, **SB 898** fails to adequately consider the iterative nature of modern product lifecycles. Product development is rarely a linear process; it relies on the ability to adapt to emerging technologies, shifting consumer preferences, and new material discoveries. Forcing companies to lock in end-of-life strategies years in advance stifles this agility. Instead of pursuing cutting-edge designs or experimenting with new, potentially more sustainable materials that may not have established recycling streams yet, businesses may be incentivized to stick to "safe," legacy designs to ensure regulatory compliance. This rigid foresight requirement creates a "compliance-first" culture that discourages risk-taking and slows the pace of technological advancement.

### Scope

First and foremost, the term "connected consumer product" is overly broad, as a result of which the bill applies identical disclosure and replacement obligations to products, software platforms and subscription services with fundamentally different lifecycles, business models and pricing structures, and consumer relationships and expectations. Realistically, obligations and remedies designed for one product can produce unworkable, disproportionate, if not absurd results when applied to another.

Ultimately, not only is it unreasonable to expect companies to absorb the cost of replacement of a product at the end of life free of charge, but the remedy of a no-cost replacement is simply disproportionate to the harm that the bill seeks to address. It is a fundamental principle of American law that remedies are intended to make an injured party whole, not confer a windfall. Courts routinely interpret statutory remedies consistent with that principle, and the Legislature should do the same when crafting them, here.

Imagine how this would apply in the context of vehicles. **SB 898** requires car manufacturers to define at the point of sale a fixed frame for how long a car's connected features will be supported, and then subjects that representation to potential liability under unfair practices laws. But vehicle connectivity and software support are not static—they depend on evolving factors outside the manufacturer's control, such as telecommunications network lifecycles, changes in third-party platforms, and shifting technology standards. For example, the sunset of a wireless network like 5G or a transition to a new application eco-system may render certain features unsupported for prior model years, even where the vehicle itself remains full functional. To comply, manufacturers would be forced to predict and lock in support timelines years in advance, fundamentally reshaping product development and support strategies and creating significant liability risk if those projects prove inaccurate. This is not a workable framework for such products with long lifecycles, and underscores the need for a more tailored approach and reasonable remedies.

### End of life cycles

The bill defines "end of life" to mean the point after which the manufacturer no longer provides "necessary support or updates" for a connected consumer product. However, it does not define what constitutes

“support”, what qualifies as “necessary”, or whether “support or updates” are distinct obligations or a single composite concept. As a result, the central trigger for liability under this is left undefined and completely ambiguous, creating uncertainty for when the end-of-life obligations must actually be met.

What **SB 898’s** definition also fails to account for is that product “end of life” considerations are fundamentally shaped by consumer behaviors that remain largely outside a business’s control. By requiring companies to adhere to initial lifecycle “guesstimations” made at launch, **SB 898** introduces a series of unintended consequences that threaten both innovation and consumer trust. For instance, to mitigate liability risks, a company might intentionally under-represent a product’s potential lifespan, leading to a degraded customer experience and a loss of brand loyalty. Conversely, if a company projects a long lifecycle for a product that fails to gain market traction, it faces an impossible dilemma: absorb significant financial losses to maintain service, offer a subpar product that harms the consumer, or face the wrath of state enforcement authorities. Ultimately, **SB 898** unfairly penalizes businesses for market volatility, forcing them into untenable positions for factors they simply cannot dictate.

While we are still reviewing the bill to provide you with both additional feedback and possible solutions, we have already identified a range of issues, outlined below.

### **Notification after point of sale is unworkable without a realistic mechanism for notice**

One of our primary practical concerns with **SB 898** relates to how companies are expected to provide the required notice 6 months before end of life and at end of life—or, realistically, how they could do so at any point after the point of sale.

In many, if not most cases, this is simply not going to be feasible, even if the consumer is asked for an email, phone number or other contact information. Effective notice would require companies to collect, retain and use consumer contact information well beyond the point of sale—often in circumstances where that information was never collected in the first place for existing products, or in circumstances where consumers either refuse or where their contact information changes in others.

First, this requirement is in obvious tension with California’s recent privacy laws which emphasize data minimization, limits on retention and deletion rights—particularly for minors. Imagine if a 17-year-old buys a product – this bill forces companies to start demanding more information from them. Second, the bill ignores that consumers often purchase goods with cash. In a recent informational hearing on privacy rights, industry was criticized for forcing consumers to go cashless, intimating that it was to collect more data on consumers – ignoring that much of the cashless changes were precipitated by Covid-19. Cash purchases at retail usually means that contact information is not provided. This would now force us to collect more information, subjecting us to more criticism. It would also put us in possession of more data that is then subject to deletion requests under the CCPA, further complicating our obligations and compliance costs under that law, without any direction on how to reconcile these obligations.

In the end, companies are left with conflicting legal signals: retain PI to provide future end-of life notices, or delete it to comply with privacy law. Stop asking consumers for their data, or ask for it to provide these notices. Such conflicts create compliance risk and undermine both regimes. Meanwhile consumers are told a narrative that businesses are inherently ““bad” for asking for their data. In practice, the only consistently workable approach would be a form of public-facing disclosure rather than an individualized notice.

### **Products currently in the market**

Another of our major practical concerns relates to the potential retroactive application of the bill to products currently in the market that will still be on the shelves as of January 1, 2027 (the date this bill would take effect). While courts generally presume statutes apply prospectively, there is ambiguity as to how existing products in the market would be treated. Products currently in the California market — on digital storefronts, in retail channels, or in active service — may be in scope once the law takes effect. Manufacturers could therefore face retroactive compliance obligations for products sold after January 1, 2027, despite having manufactured those products without any reason to know that these requirements would have become law and applied to the products at the time of sale. The Legislature should expressly grandfather existing products manufactured or placed into commerce before the effective date of the bill, providing a reasonable

safe harbor for those products that a mere proscriptive application does not provide. A delayed effective date would also greatly help with this issue.

### **Existing warranties and service contracts**

Companies that sell – or have sold – extended warranties or service contracts on connected products will presumably need to reconcile those contracts with whatever support timeframe was disclosed at original point of sale. This is a significant business for retailers and manufacturers, and the resulting mismatch will create substantial operational burdens, forcing companies to renegotiate or curtail existing commitments and leaving consumers with fewer benefits than they were promised. Alternatively, a consumer who purchased a 5-year extended warranty on a device with a 3-year disclosed support window may have a reasonable argument that the extended warranty is worth less than represented — or that the warranty provider is independently obligated to ensure support continues for the full warranty period. The result is not just confusion, but contractual uncertainty, increased litigation risk, and diminished consumer trust – ultimately harming consumers instead of helping them.

It is worth noting that by requiring replacement of functioning products at end of life, **SB 898** departs from the defect-based structure of the Song-Beverly Act – one of the strongest consumer protection laws in the country based on the consumer warranty structure – and risks converting limited warranties into open-ended lifecycle guarantees. **SB 898** by contrast ties remedies to product defects and limits relief to making the consumer whole within the warranty period. This effectively establishes a parallel warranty regime with different triggers and timelines, creating overlapping obligations if not conflicts, consumer confusion, and a risk of disproportionate remedies and litigation complexity that ultimately harms both consumers and businesses.

### **"As-Is" and secondary market sales.**

**SB 898** requires a business that “owns or controls a connected consumer product that it leases or otherwise provides to its customers as part of a service” do both of the following: (1) ensure that updates provided by the manufacturer for the connected consumer product are promptly received and applied; (2) when the connected consumer product has reached its end of life, replace the connected consumer product, at no additional cost to the customer, with a comparable product capable of receiving necessary updates and support if a comparable product is reasonably available to the business.

The bill, however, says nothing of refurbished products, open-box items, and secondary market sales which are commonly sold with limited or no software support. These sales are typically structured as "as-is" transactions with explicit warranty limitations. **SB 898** creates ambiguity about whether a refurbished or open-box connected device sold at retail in California triggers the full disclosure and replacement framework — regardless of the as-is characterization. If it does, the secondary market for connected consumer products in California becomes significantly more complicated and legally risky.

### **Liability concerns**

Finally, **SB 898's** enforcement mechanism of constituting any violation as a deceptive act or practice under California's Unfair Competition Law (UCL) causes concern. Under the UCL, claims may be brought not only by public prosecutors, but also by private plaintiffs who can demonstrate injury in fact and a loss of money or property caused by the alleged violation. In practice, this creates a pathway for private enforcement of SB 898's provisions, even though the bill does not establish an express private right of action.

While the UCL imposes important limitations, its broad scope significantly expands potential exposure. Technical or disclosure-based violations of **SB 898** could therefore give rise to litigation risk, even where concrete consumer harm may be difficult to establish. This structure raises concerns about uncertainty in compliance standards and the potential for increased litigation, particularly where enforcement is driven through representative or attorney-led claims rather than regulatory oversight.

While we continue to evaluate ways to mitigate many of the concerns described above, we would encourage consideration of two proposals at this time. First, manufacturers should be provided rolling or conditional support commitments – such as having updates provided for as long as reasonably feasible— rather than requiring fixed end-dates. This would better reflect the realities of modern product development

and reduce the risk of issues such as inaccurate disclosures. Second, the mandatory replacement requirement should be removed or replaced with alternative mitigation measures, such as continued basic safety updates, trade-in programs, or the like to better align remedies with actual consumer harm while avoiding disproportionate costs and unintended impacts.

Unless significant amendments are taken, however, for all of the aforementioned reasons, we are concerned that **SB 898** could create an anticompetitive environment, particularly for companies operating within interconnected ecosystems. In a landscape where hardware, software, and cloud services must work in tandem, the threat of liability for "reduced interoperability" at the end of a product's life may lead larger manufacturers to close their ecosystems. As such, we must **OPPOSE UNLESS AMENDED SB 898 (Weber Pierson)**.

Sincerely,



Ronak Daylami

Vice President for Advocacy | Privacy, Cybersecurity & Emerging Technologies  
on behalf of

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