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FTC-Deere Deal Tells Cautionary Tale On Repair Access Limits

By **Bruce McCulloch, Julie Elmer and Ashley Brown** (August 6, 2026, 5:33 PM EDT)

On July 8, the Federal Trade Commission, together with the state attorneys general for Illinois, Arizona, Michigan, Minnesota and Wisconsin, **announced** a proposed settlement resolving their lawsuit against Deere & Co., which alleged that Deere unlawfully restricted farmers' and independent repair providers' access to key repair tools and software capabilities for its large tractors.

Bruce McCulloch

The proposed U.S. District Court for the Northern District of Illinois settlement in FTC v. Deere & Co. requires the company to provide farmers and independent repair providers with access to a broad range of repair resources that the company previously only provided to its authorized dealer network.

This settlement reflects the FTC's continued focus on antitrust enforcement in sectors that affect prices for everyday consumer goods and costs for small businesses.

Julie Elmer

Although current FTC leadership has stated that behavioral remedies should be treated with substantial caution because they may be difficult to monitor and enforce, the settlement demonstrates that conduct-based consent orders remain an option to resolve competitive concerns.

Companies that limit access to repair tools, diagnostics, software, technical information or other aftermarket resources should now be aware of heightened FTC scrutiny, and ensure they can articulate and substantiate the business justifications for any restrictions that limit the ability of owners or third parties to service aftermarkets.

Ashley Brown

This article discusses the background, details and implications of the decision.

Background

The proposed order requires Deere to provide farmers and independent repair providers with the same repair resources that it currently provides to authorized dealers, including applicable software capabilities.

Those resources include electronic repair tools and other software capabilities used to service Deere agricultural equipment containing embedded digital electronics.

Notably, the proposed order goes beyond simply requiring the company to make repair resources available. The order requires the company to provide those resources on "fair and reasonable terms," accounting for affordability of the tools for farmers and independent repair providers. In evaluating whether terms are fair and reasonable, several factors must be considered, including;

- The net cost paid by dealers for comparable access;
- Costs for preparing, maintaining and distributing the resource;
- Prices charged by other agricultural equipment manufacturers for similar resources;

- The ability of farmers and independent repair providers to afford the resource;
- The method of distribution;
- The extent to which the resource is used; and
- Inflation.

According to the FTC, these provisions are intended to prevent the company from making repair tools technically available while pricing them in a manner that effectively makes them unavailable for farmers and independent repair providers.

This parity requirement extends beyond the current repair offerings. Under the proposed order, the company must also make available "any successor products, versions, improvements, additions, upgrades, or updates to" its repair resources, as well as future repair tools and resources that are similar to or reasonably necessary for repairing its equipment.

Once a new repair tool or repair resource is made available to more than 50% of authorized dealer locations in the U.S., Deere generally must provide that tool — or an equivalent capability — to farmers and independent repair providers as well.

The FTC has explained that the 50% threshold reflects the point at which a tool is no longer experimental or in a pilot phase and instead is likely to affect competition in repair services.

The proposed order also contains provisions aimed at ensuring that farmers and independent repair providers can make use of those resources in practice. The company must instruct its authorized dealers to promote the availability of repair resources and not "discriminate or retaliate in any way, including in the sales, financing, or servicing of Deere Agricultural Equipment, tools, or parts, against any owner or independent repair providers that purchases Repair Resources or Future Repair Resources or engages in repair of Deere Agricultural Equipment."

Reporting, Monitoring and Enforcement

To facilitate oversight, the proposed order imposes both compliance and reporting obligations. Deere must submit an initial compliance report within 30 days after the order is entered and, while the company is carrying out the order's required rollout of repair resources to farmers and independent repair providers, must submit reports every 60 days.

Once the rollout is complete, the company must submit annual compliance reports for the remainder of the order's 10-year term. Those reports must be supported by facts and documentation, and must address, among other things, progress in providing repair resources, newly released repair tools, complaints relating to repair access, allegations of dealer retaliation or discrimination, the pricing and terms associated with repair resources, and the company's justification for those pricing decisions under the order's fair and reasonable terms factors.

The order also requires interim reporting in certain circumstances. If Deere makes a new repair tool available to more than 50% of its dealer network without corresponding plans to make that tool — or an equivalent capability — available to farmers and independent repair providers, it must promptly notify the FTC and submit an interim compliance report describing the tool, its purpose and its reasons for withholding access.

This conditional compliance reporting requirement is similar to the one employed by the FTC in its May 1 merger consent **order** for the 365 Retail-Cantaloupe transaction concerning interoperability with third parties.[2]

The proposed order would remain in effect for 10 years. In addition to annual and interim reporting, the FTC and the plaintiff states may request further compliance information as necessary.

The order also contains enforcement provisions that survive its expiration. For four years after the order terminates, the FTC or any plaintiff state may seek enforcement if it possesses evidence that Deere violated the order before expiration.

Available remedies include extending the duration of the order, contempt sanctions, additional compliance measures, and recovery of fees and expenses.

Key Implications Going Forward

A key issue going forward will be how the FTC monitors the order's requirement that repair resources be provided on "fair and reasonable terms." Because the pricing standard is based on a flexible set of factors rather than a bright-line rule, the FTC retains discretion to assess Deere's pricing if complaints arise regarding the affordability or availability of repair resources.

More broadly, companies that rely on aftermarket restrictions should take note that the FTC is scrutinizing these limitations on access to repair tools, software and related services, and may wish to evaluate the risks associated with those practices. Businesses should consider auditing their licensing and pricing terms, and documenting the cost and business rationale behind any restrictions.

In addition to the FTC consent order, Deere's proposed settlement of parallel private class action litigation may have broader spillover effects for right-to-repair enforcement and litigation.

The private proposed settlement includes both monetary and injunctive relief designed to expand access to repair resources, while the FTC order similarly requires the company to make repair-related resources more broadly available. The resolution of both matters may embolden companies and private plaintiffs to test similar theories in sectors where manufacturers limit access to repair tools, software, or related services.

The parallel government and private resolutions may reinforce right-to-repair claims as a viable avenue for challenging aftermarket restrictions. Although neither the FTC order nor the proposed private settlement include any admission or finding of wrongdoing, the claims and remedies reflected in both resolutions could nonetheless provide a framework for future challenges to comparable business practices.

The action also arrives amid continued policy interest in the right to repair. Although Colorado is currently the only state with right-to-repair legislation covering agricultural equipment, similar proposals have been introduced in a number of other states and at the federal level.[1]

Accordingly, companies should continue to monitor both enforcement developments and legislative activity in this area, as restrictions on access to aftermarket resources are likely to remain the subject of regulatory and policy efforts.

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[1] https://www.freshfields.com/en/our-thinking/blogs/a-fresh-take/mixing-retail-and-software-the-ftcs-blend-of-structural-and-behavioral-remedies-102ms1y.

[2] See Colo. Rev. Stat. §§ 6-1-1401 et seq. (Consumer Right to Repair Agricultural Equipment Act, H.B. 23-1011, effective Jan. 1, 2024). Similar agricultural right-to-repair bills have been introduced in other states, including Illinois (H.B. 1909 (2025)), and more than a dozen states introduced related bills in early 2025. At the federal level, lawmakers introduced the Freedom for Agricultural Repair and Maintenance (FARM) Act in late 2025.