Office of Commissioner
Mark R. Meador

UNITED STATES OF AMERICA
Federal Trade Commission
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Farmers' Right to Repair

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I. Introduction

Thank you for the opportunity to join you today. It is particularly fitting to have the chance to speak about antitrust and agriculture with the National Farmers Union. NFU was founded in 1902 by ten family farmers in Point, Texas, and from its earliest days championed cooperative rights and fair access to markets. Those concerns closely parallel the FTC's own mission to preserve free competition and prevent unfair and deceptive trade practices.

Farmers occupy a critical—and often difficult—position in our economy. They produce the food that reaches American families' tables, while depending on competitive markets for everything from fertilizer and crop-protection products to equipment, processing, distribution, and other essential services. When competition in those markets does not work as it should, farmers are often the first to feel the consequences. Effective competition in agriculture is therefore very much a kitchen-table issue. It affects whether farmers can run viable businesses, whether they have meaningful choices about the products and services they purchase, and, ultimately, what it costs to produce the food on which all Americans depend.

That is why competition in agricultural input markets matters so much to the FTC. We have a long history of scrutinizing conduct and transactions that threaten competition in agricultural markets. Today, for example, the Commission and its state partners are litigating a case alleging that two major crop-protection manufacturers used loyalty programs to restrict generic competition and increase costs for farmers.

There is also a deep historical connection between agriculture and the antitrust laws. Farmers were among the most influential forces behind the movement that produced modern antitrust legislation. As agriculture became increasingly integrated into national markets after the Civil War, farmers came to rely more heavily on railroads, grain elevators, lenders, processors, and manufacturers of specialized equipment. Those relationships opened new avenues for growth, but also created opportunities for powerful firms to exploit independent farmers.

Farmers organized in response. The Granger movement and the Farmers' Alliances challenged discriminatory railroad rates and concentrated control over access to markets. In 1873, farmers associated with the Granger movement issued their own "Declaration of Independence," condemning combinations that they believed had "destroy[ed] competition" and pledging to free themselves from what they called the "tyranny of monopoly."[1]

That history is at the center of the development and passage of the antitrust laws. Even the creation of the Federal Trade Commission owes an important debt to farmers. Their efforts to organize helped spur federal and state oversight of railroad and elevator trusts and, ultimately, passage of the Sherman Act, the Clayton Act, and the Federal Trade Commission Act.

The concerns farmers raise today are therefore part of a long-standing tradition. For more than a century, farmers have understood that open and competitive markets are essential to their ability to earn a living.

II. Right to Repair

That brings me to right to repair.

In agriculture, right to repair is fundamentally about whether farmers who purchase essential equipment can maintain and repair it themselves, or choose who will do so, without unnecessary restrictions imposed by the manufacturer.

Modern agricultural technology has brought enormous benefits. But those benefits can be undermined when access to repair tools, information, or services is restricted in ways farmers could not reasonably anticipate, imposing significant costs on farmers who have already made large investments and may have little practical ability to switch equipment.

The Commission has identified a range of practices that can affect repair competition, including limits on access to parts, manuals, diagnostic software, telematics information, and other repair tools.[2]

The practical problem is straightforward. A farmer purchasing a piece of machinery is making an investment that may last for years. The value of that machine depends in significant part on whether it can be maintained and repaired promptly and at a reasonable cost. Once the purchase has been made, the farmer may be committed not only to that machine, but also to compatible attachments, software, data systems, and other investments built around it.

When access to repair is restricted after that commitment has been made, the manufacturer may gain leverage over a farmer who cannot realistically walk away. That can raise significant antitrust concerns. It can also raise consumer-protection concerns when important information about repairability or future access to diagnostic tools is difficult to know in advance. The FTC is particularly well-positioned to address both aspects.

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[1] *The Farmers' Celebrations*, 44 PRAIRIE FARMER 217, 217 (1873) (on file with Ill. Univ., Ill. Digit. Newspaper Collections, https://idnc.library.illinois.edu/?a=d&d=PFR18730712).

[2] FED. TRADE COMM'N, NIXING THE FIX: AN FTC REPORT TO CONGRESS ON REPAIR RESTRICTIONS 17–24 (2021).

These concerns are not new to farmers. In the years leading up to the Clayton Act, farm implements were subject to close federal scrutiny. International Harvester, a combination of five major manufacturers that together accounted for approximately eighty-five percent of harvesting machinery sold in the United States, became a major antitrust target. In 1918, after International Harvester had absorbed most of its major competitors, the government required the company to reduce and restructure its distribution network and to sell certain machinery lines to independent manufacturers, steps that helped restore competitive conditions.

Antitrust has long focused on arrangements that allow firms to exploit customers' reliance on an existing product or business relationship, including contractual restrictions and other practices that can prevent independent businesses from competing. The right to repair issues reflect those same longstanding concerns, now playing out in a modern technological setting. In my view, it is an area where antitrust enforcement needs to remain particularly vigilant.

III. Why *Kodak* Matters to Farmers

To understand why, consider a problem many farmers already know from experience. You shop carefully when purchasing a tractor or other farming equipment. You can compare brands, prices, features, and warranties. But after you have spent hundreds of thousands of dollars on that machine, bought implements that work with it, trained people to operate it, and incorporated it into your farm, the choices you had on the day you bought it may no longer protect you later down the line as circumstances change.

If the manufacturer later controls the software, parts, or information needed to keep that equipment running, saying that you could have bought another tractor years earlier does not answer the problem you face today.

That basic insight is why a 1992 Supreme Court case involving photocopiers remains important to farmers and to anyone concerned about right to repair.

In *Eastman Kodak v. Image Technical Services*, independent repair businesses challenged Kodak's restrictions on access to replacement parts for photocopiers.[3] Kodak argued that because customers had choices among competing brands when they first purchased their machines, Kodak could not later possess meaningful power over their repair.

The Supreme Court refused to make that assumption. It looked instead at what customers actually faced after they had purchased the equipment.

That distinction matters enormously in sectors like agriculture. When someone purchases expensive equipment expected to remain in service for many years, there may be no practical way to predict every future repair cost. A farmer would need to know how often the machine will break down, what parts will cost years from now, what diagnostic tools will be required, how

[3] Eastman Kodak Co. v. Image Tech. Servs., 504 U.S. 451, 455 (1992).

repair policies may change, and what downtime will cost during planting or harvest. The Supreme Court recognized that much of this information can be difficult—and sometimes impossible—to know at the time of purchase.

And once the investment has been made, changing manufacturers may no longer be realistic. A farmer who already owns the tractor, compatible implements, and the systems built around it cannot necessarily respond to a repair restriction by buying a new fleet of equipment.

The central lesson from *Kodak* is that competition should be evaluated as people actually experience it in the real world.[4] The fact that a farmer had choices when purchasing a tractor does not guarantee that a farmer still has meaningful choices when the tractor needs repair five years later.

That principle has become even more important as agricultural equipment grows increasingly dependent on software, electronic controls, diagnostic tools, and information that manufacturers may continue to control long after the equipment leaves the dealership.

IV. The *Deere* Case

Those concerns were at the center of the Commission's recent case against John Deere.

Farmers have historically repaired much of their own machinery or relied on local independent repair providers. But as Deere equipment became more computerized, some repairs increasingly required software capable of communicating with electronic control units. Deere developed a fully functional version of its diagnostic software for its authorized dealers. The version available to farmers and independent repair providers lacked capabilities needed for a significant number of repairs.

The consequences went far beyond the price of an individual repair. Planting and harvesting occur within narrow windows, and even a short period of downtime can affect an entire season. Faced with the risk of prolonged downtime, farmers were often forced to use Deere's authorized dealers, even when they preferred an independent repair provider or could otherwise perform the repair themselves.

The Commission also alleged that independent providers often charged less and could offer faster or more convenient service. And because farmers could not always know in advance whether a particular problem would require dealer-only software, those restrictions could steer additional repair work and parts purchases into the dealer network.

The litigation produced an important ruling. Deere argued that its repair restrictions could not support the Commission's case because the relevant contractual provisions were longstanding

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[4] *Id.* at 466–67; *see also* Steven C. Salop, *The First Principles Approach to Antitrust,* Kodak*, and Antitrust at the Millennium*, 68 ANTITRUST L.J. 187 (2000) ("Market definition and market power should be evaluated in the context of the alleged anticompetitive conduct and effect, not as a flawed filter carried out in a vacuum divorced from these factors.")

and Deere had not formally changed their terms—even as changes in the underlying technology made those restrictions increasingly consequential.

The court rejected that formalistic argument. A farmer may know that some restrictions exist and still have no practical way to know how often they will matter, how much they will cost, how far the farmer will need to travel for service, or how much downtime they will create.

The court also rejected Deere's argument that it could not possess power over repair because Deere dealers, rather than Deere itself, performed the work. The key question was who controlled access to the software needed to make the repair.

The case ultimately produced a settlement that delivers substantial practical relief.[5]

Deere must make repair resources available to farmers and independent repair providers on fair and reasonable terms, including software capabilities provided to authorized dealers. Affordability is relevant in determining whether those terms are reasonable.

Those capabilities include functions farmers actually need: reading and clearing fault codes, reprogramming electronic components, addressing certain emissions-related shutdowns, and accessing technical manuals and troubleshooting information.

The settlement also accounts for technological change. Deere must extend revised and improved repair resources on a nondiscriminatory basis and make future tools available once they become sufficiently widespread within its dealer network. Deere may not discriminate or retaliate against farmers or independent repair providers who use those resources.

This feature is critical because software and diagnostic systems will continue to evolve. A remedy limited only to today's tools could quickly become outdated.

The Commission is well positioned to make sure the settlement remains effective. Deere must provide regular compliance reports and information about complaints from farmers and independent repair providers. It must also notify the Commission if it rolls out new repair tools broadly within its dealer network without an equivalent plan for farmers and independent repair providers.

The order gives the FTC and participating states continuing access to information needed to evaluate compliance, and violations can result in contempt proceedings and extension of the order.

NFU deserves significant credit for helping bring these concerns to the Commission. It filed a formal right-to-repair complaint with the FTC in 2022 and continued pressing the issue long before the settlement was reached. Complaints and information from affected farmers and

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[5] Press Release, Fed. Trade Comm'n, FTC, States Secure Settlement with Deere & Company, Advancing Farmers' Right to Repair (July 8, 2026), https://www.ftc.gov/news-events/news/press-releases/2026/07/ftc-states-secure-settlement-deere-company-advancing-farmers-right-repair.

stakeholder groups remain important to the FTC's ability to identify practices that may warrant investigation. For example, we understand there are a number of issues, such as fertilizer costs, that are significantly impacting farmers' ability to operate. We encourage NFU and individual farmers to continue engaging with the Commission on these issues.

V. Beyond *Deere*

Our work has not been limited to *Deere*.

The Commission also participates in private cases when courts are considering legal rules that could affect repair competition in other industries.

We recently did that in a case involving surgical robots. An independent repair company argued that the manufacturer had used its control over the equipment to restrict competition in repairing and replacing the instruments used with it. A lower court imposed additional legal hurdles that failed to account for the manufacturer's economic power in the original equipment market. The FTC filed a brief explaining why that approach made no legal or economic sense, and earlier this month the Ninth Circuit agreed with the FTC and reversed.[6]

That may sound far removed from agriculture. But the same legal rules in one case can eventually determine how courts evaluate restrictive repair terms for any number of products, including tractors and other durable equipment. That is why the Commission has an interest in making sure courts get these questions right.

VI. The Work Ahead

On this point in particular, there is still a great deal of work to do.

I mentioned *Kodak* earlier because it remains foundational to how courts should think about right-to-repair problems. That may sound like an academic point about a Supreme Court case decided more than thirty years ago. But the way courts interpret *Kodak* has very practical consequences for whether farmers, independent repair shops, and other customers can obtain relief when repair markets stop functioning competitively.

Unfortunately, in the immediate aftermath of the decision, a number of influential legal scholars criticized *Kodak* largely on theoretical grounds.[7] Some assumed that competition for the original equipment would ordinarily be enough to keep later repair prices in check.[8] Others warned that

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[6] Surgical Instrument Serv. Co. v. Intuitive Surgical, Inc., 2026 LX 433075 (9th Cir. 2026); Brief of the Federal Trade Commission as Amicus Curiae in Support of Neither Party, *SIS v. Intuitive*, 2026 LX 433075, at *40 (No. 25-1372).

[7] *See, e.g.*, George A. Hay, *Is the Glass Half-Empty or Half-Full?: Reflections on the* Kodak *Case*, 62 ANTITRUST L.J. 177, 182–83 (1993); Benjamin Klein, *Market Power in Antitrust: Economic Analysis After* Kodak, 3 SUP. CT. ECON. REV. 43, 56 (1993); Carl Shapiro, *Aftermarkets and Consumer Welfare: Making Sense of* Kodak, 63 ANTITRUST L.J. 483 (1995).

[8] *See, e.g.*, Dennis W. Carlton, *A General Analysis of Exclusionary Conduct and Refusal to Deal—Why* Aspen *and* Kodak *Are Misguided*, 68 ANTITRUST L.J. 659, 679–80 (2001).

enforcing the antitrust laws in this area could lead courts to treat virtually every manufacturer as a monopolist over its own products.[9] Those criticisms tended to turn contested economic assumptions into broad reasons for judicial inaction, without sufficient attention to the actual information problems, switching costs, and real-life customer experiences that *Kodak* instructed courts to examine.

Unfortunately, those arguments helped push many lower courts toward increasingly rigid rules that were difficult to reconcile with the Supreme Court's case-by-case approach.[10] Some treated a customer's general awareness that repair restrictions existed as though that necessarily meant the customer could predict their real cost and consequences over the life of the equipment, without meaningful attention to changing technology or actual market conditions.[11] Others imposed additional requirements that made these claims extraordinarily difficult to pursue in practice.[12]

One notable scholar described these developments as reflecting a "systemic bias against small business."[13] His concern was that legal rules could prevent courts from considering evidence about information problems, sunk investments, and the bargaining position of smaller businesses dealing with more powerful firms.[14]

The modern right-to-repair movement reflects, in part, the consequences of that retreat. Farmers, independent repair shops, and other equipment owners continue to encounter problems that some courts and academics have too often failed to recognize as competition problems, even when firms use contractual or technological restrictions to constrain the choices available to customers and independent repair providers.

These concerns have obvious relevance to agriculture. Independent repair providers are often small businesses themselves, and their ability to compete can determine whether farmers have any meaningful alternative to the manufacturer's authorized network.

That is why the recent *Deere* decision and the Ninth Circuit's ruling matter beyond the individual cases. They move the law back toward *Kodak*'s insistence that courts examine actual market realities and hold firms accountable when intellectual-property or contractual restrictions are used to deny customers meaningful competitive alternatives. They also show that antitrust

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[9] *See, e.g.*, Herbert Hovenkamp, *Market Power in Aftermarkets: Antitrust Policy and the* Kodak *Case*, 40 UCLA L. REV. 1447, 1451–52 (1993); Thomas C. Arthur, *The Costly Quest for Perfect Competition:* Kodak *and Nonstructural Market Power*, 69 N.Y.U. L. REV. 1, 54 (1994)
[10] David A.J. Goldfine & Kenneth M. Vorrasi, *The Fall of the* Kodak *Aftermarket Doctrine: Dying a Slow Death in the Lower Courts*, 72 ANTITRUST L.J. 209, 209 (2004).
[11] *See, e.g.*, *id.* at 220, 223–24 (discussing Digit. Equip. Corp. v. Uniq Digit. Techs., Inc., 73 F.3d 756, 763 (7th Cir. 1996); PSI Repair Servs. Inc. v. Honeywell Inc., 104 F.3d 811, 820 (6th Cir. 1997)).
[12] *See, e.g.*, *id.* at 221, 224–26, 229–30 (discussing SMS Sys. Maint. Servs., Inc. v. Digit. Equip. Corp., 188 F.3d 11, 19 (1st Cir. 1999); Brokerage Concepts, Inc. v. U.S. Healthcare, 140 F.3d 494, 515 (3d Cir. 1998); Queen City Pizza, Inc. v. Domino's Pizza, Inc., 124 F.3d 430, 440 (3d Cir. 1997); Telecomm Tech. Servs. v. Siemens Rolm Commc'ns, Inc., 66 F. Supp. 2d 1306, 1317 n.11 (N.D. Ga 1998)).
[13] Warren S. Grimes, *Antitrust and the Systemic Bias Against Small Business:* Kodak*, Strategic Conduct, and Leverage Theory*, 52 CASE W. RSRV. L. REV. 231, 232 (2001).
[14] *Id.* at 233.

enforcement agencies can help correct legal rules that have drifted away from the practical competitive concerns the antitrust laws were enacted to address.

VII. Conclusion

Recent FTC progress in this area under the Trump Administration is encouraging. The *Deere* settlement strengthens the practical right to repair for many farmers by requiring Deere to provide both farmers and independent repair providers access to the tools and information needed to repair Deere equipment. It also equips the Commission with mechanisms to ensure that this access remains effective as technology changes.

We intend to continue building on those results through enforcement, monitoring the *Deere* settlement, and participating in cases that can shape repair competition more broadly. Just as important, we must keep listening to farmers and independent repair providers because they are often the first to see how restrictions operate in the real world.

Farmers have been part of the American antitrust story from its earliest days because they understood the importance of having real alternatives in the markets their livelihoods depend on. The right to repair movement is a modern expression of that same concern.

A farmer who has invested hundreds of thousands of dollars in a piece of equipment should not discover after the purchase that practical control over the machine rests somewhere other than on the farm.

We have made meaningful progress toward changing that. The Commission intends to keep doing the work necessary to make that progress last.

Thank you again for having me.