



Office of the Chairman

UNITED STATES OF AMERICA
Federal Trade Commission
WASHINGTON, D.C. 20580

**Statement of Chairman Andrew N. Ferguson
Joined by Commissioner Mark R. Meador
In the Matter of Deere & Company
Matter Number 2110191**

July 8, 2026

As today’s joint filing with the court reveals, the Commission has reached an agreement with Deere & Company (“Deere”) resolving this matter.¹ I write to briefly explain how this settlement will ensure that America’s farmers enjoy the benefits of competition for the repair of Deere farm equipment, and why competition in agriculture markets is so important to the American way of life.

I

In January 2025, the Commission, joined by several states, filed suit against Deere, alleging that Deere limited access to a fully functioning software tool to only Deere’s network of authorized dealers—restricting the ability of independent repair shops and farmers to perform repairs on Deere equipment.² According to our Complaint, these “repair restrictions steer[ed] additional (non-restricted) repair business away from self-repair and [independent repair providers] and into Deere’s dealer network.”³ Effectively, we alleged that Deere made our nation’s farmers more dependent on Deere’s authorized dealers for necessary repairs to their Deere machinery, which compelled farmers to spend more, and wait longer, than they would have otherwise.⁴ The Commission claimed that these repair restrictions violate Section 2 of the Sherman Act and Section 5 of the FTC Act.⁵

At the time the Commission filed its Complaint, I dissented for procedural reasons, one being that initiating the lawsuit disrupted active settlement negotiations with Deere that could have provided meaningful relief for America’s farmers sooner than today.⁶ But instead of focusing on securing that relief, the Democrat majority rushed to court for one more press release on their way out the door.⁷ At the time, I indicated both that Deere and the Commission were engaged in meaningful settlement discussions, and that I favored settling the matter, “but only if that

¹ Joint Mot. for Entry of Stip. Order for Perm. Injunction and Other Relief, *FTC v. Deere & Co.*, No. 3:25-cv-50017 (N.D. Ill. July 8, 2026), Dkt. No. 260; Stipulated Order for Permanent Injunction and Other Relief, *FTC v. Deere & Co.*, No. 3:25-cv-50017 (N.D. Ill. Aug. 7, 2026), Dkt. No. 260-1 (“Stipulated Final Order”).

² Complaint ¶¶ 7–8, 43–59, 85–90, *FTC v. Deere & Co.*, No. 25-cv-50017 (N.D. Ill. Jan. 15, 2025), Dkt. No. 1.

³ *Id.* ¶ 11.

⁴ *Id.* ¶¶ 11, 85–90, 109, 112.

⁵ *Id.* ¶¶ 120–25.

⁶ Dissenting Statement of Comm’r Andrew N. Ferguson, Joined by Comm’r Melissa Holyoak, *In the Matter of Deere & Company*, Matter No. 2110191, at 2 (Jan. 15, 2025) (“Ferguson Deere Statement”).

⁷ *Id.* at 2–3.

settlement provides real, tangible benefits to America’s farmers.”⁸ The agreement reached today does just that.

II

So what has the Commission secured for our farmers? First and foremost, by the end of this year Deere must provide to farmers and independent repair providers (“IRPs”) the *same* repair resources, including applicable software capabilities, that it currently provides to Deere dealers.⁹ Those resources include electronic repair tools such as Deere’s “PRO Service” and other tools for all Deere agricultural equipment with embedded digital electronics.¹⁰ Not only is Deere required to provide these tools, but it must do so on “fair and reasonable terms.”¹¹ In setting those terms, Deere must account for farmers’ and IRPs’ ability to afford the tools.¹² This requirement seeks to ensure that Deere cannot circumvent the agreement by making tools technically available but pricing them in a manner that may make them functionally *unavailable* to farmers and IRPs. By expressly requiring parity between the repair resources once made available to only Deere dealers and those made available to farmers and IRPs, the settlement seeks to ensure that farmers will no longer have to pay increasingly exorbitant costs and endure service delays for necessary repairs to their Deere machinery.

The parity requirement applies not only to Deere’s current suite of repair tools. It also extends to any revised, updated, improved or new version of Deere’s current repair software, as well as any future tools that are similar or “reasonably necessary” for repairs, once Deere makes them available to over 50 percent of its authorized dealer locations in the U.S.¹³ The logic for the threshold is that when those new resources are available to this many authorized dealer locations, they are beyond the experimental or pilot stage and are likely to impact competition for repair services. The settlement also requires Deere to instruct its authorized dealers both to promote the availability of repair resources, and not to discriminate or retaliate against any farmers or IRPs who purchase or use these resources rather than using dealer repair services.¹⁴

⁸ *Id.* at 2.

⁹ Stipulated Final Order ¶ II.A (“Deere shall ... [m]ake available to every Owner and IRP on Fair and Reasonable Terms, on a license, subscription, or purchase basis, Repair Resources *equivalent* to those Deere then makes available to Deere Dealers, subject to the Rollout Schedule.” (emphasis added)).

¹⁰ *Id.* ¶¶ II.A, I.U (includes other tools “reasonably necessary to maintain, diagnose, or repair Deere Agricultural Equipment”); ¶ I.H (Deere Agricultural Equipment covers “any past, current, or future product manufactured or sold by Deere for use in farming or other forms of agriculture that depends for its functioning, in whole or in part, on digital electronics embedded in or attached to it ... [such as] tractors, combines, harvesting equipment, tillage, planting, irrigation or cultivating implements, balers, and other off-road vehicles and implements primarily designed for use in an agricultural operation. ...”). While not all required repair resources are currently available in PRO Service, Deere has agreed to release the remaining capabilities by December 31, 2026, as part of the Stipulated Final Order. See *id.* App’x B (rollout schedule for remaining capabilities).

¹¹ *Id.* ¶ II.A; see also *id.* ¶ II.C.

¹² *Id.* ¶ I.P (list of factors to assess to arrive at “fair and reasonable terms” on which Deere must offer repair tools).

¹³ *Id.* ¶¶ I.Q, II.C (requiring Deere to provide farmers and IRPs with PRO Service software updates or future iterations as well as resources that are similar or reasonably necessary for equipment maintenance, diagnosis, or repair if it provides these tools to more than 50 percent of its authorized dealer locations).

¹⁴ *Id.* ¶ II.D; see also ¶ VI.B.1(d).

To demonstrate its adherence to the deal it has struck, Deere must submit compliance reports—supported with facts and documents—every 60 days for the duration of its initial promised repair resources rollout, followed by reports once a year thereafter for the ten-year duration of the order.¹⁵ As part of these regular reports, and any interim reports the Commission may request, Deere must also report any complaints about the availability of repair resources or related information and any complaints that its dealers allegedly retaliated against farmers or IRPs for their decision to avail themselves of those repair tools.¹⁶ In addition to submitting the regular and on-demand compliance reports, to ensure Deere cannot circumvent the agreement’s future-proofing provisions, Deere must also immediately inform the Commission should it release *any* new repair tool to more than 50 percent of its authorized dealers—not just those it may deem “reasonably necessary” for repairs—without corresponding plans to also provide it, or an equivalent tool, to farmers and IRPs.¹⁷

The settlement commits Deere to these terms for ten years, allowing for an extension in the event Deere violates the settlement’s provisions; we may also bring an enforcement action should we discover a violation after the agreement has expired.¹⁸

I thank staff for working tirelessly to get us to today’s settlement, which achieves what I initially outlined in my dissent: it restores competition by ensuring that farmers enjoy the right to repair their own equipment or can turn to IRPs to get the job done, rather than being dependent solely on Deere dealers; and it does so now rather than at some unspecified time in the future after further costly litigation.

I recently emphasized the rich historical ties between farmers and this nation’s founding. Our first five presidents were all farmers, believing that “[t]he cultivators of the earth are the most virtuous citizens and possess most of the amor patriae.”¹⁹ Farmers made up the bulk of the Continental Army that bravely fought for America’s independence from tyranny.²⁰ And it was the farmer who, according to Jefferson, would sustain America as an “empire of liberty.”²¹ Beyond these contributions, our nation’s farmers also played a pivotal role in shaping the nation’s earliest

¹⁵ *Id.* ¶¶ VI.A.1–2, VI.B.

¹⁶ *Id.* ¶ VI.B.1(d).

¹⁷ *Id.* ¶¶ VI.A.3–4 (requiring “[a]n interim Compliance Report no later than 10 days after Deere makes any new Repair Tool available after the date of this Stipulated Order to more than 50 percent of Deere Dealer locations in the United States without making or planning on making a Repair Tool with equivalent capabilities available to all Owners and IRPs”).

¹⁸ *Id.* §§ X, XI.

¹⁹ Remarks of Chairman Andrew N. Ferguson, Texas Corn Producers Association Field Hearing, at 2 n.4 (May 28, 2026) (“Ferguson Texas Field Hearing Remarks”); “I. Answers to DéMeunier’s First Queries, 24 January 1786,” *Founders Online*, National Archives, <https://founders.archives.gov/documents/Jefferson/01-10-02-0001-0002>.

²⁰ Ferguson Texas Field Hearing Remarks at 1 n.2.

²¹ *Id.* at 2 n.5.

antitrust laws.²² So it is only right that this settlement protects those that Jefferson designated as the nation's most valuable and virtuous citizens.²³

²² *Id.* at 3 n.10.

²³ See Letter from Thomas Jefferson to John Jay (Aug. 23, 1785), <https://founders.archives.gov/documents/Jefferson/01-08-02-0333>; Ferguson Deere Statement at 1 (quoting Jefferson describing agriculture as “our wisest pursuit, because it will in the end contribute most to real wealth, good morals and happiness”).