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COMPLIANCE PRIMER

Right-to-repair for heavy equipment service ops.

A short read for service operations leaders at agricultural and construction equipment OEMs. What the law and regulation actually require, what is still open, and what service operations should consider regardless of how the legal questions land.

Updated May 2026 · About 5 minutes to read · Informational, not legal advice

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01

Where right-to-repair stands in 2026

Three milestones, in order, define where the conversation sits today.

In 2023, the American Farm Bureau Federation signed memoranda of understanding with John Deere, CNH Industrial, AGCO, and Kubota. The MOUs cover roughly 70 percent of US agricultural machinery and commit those manufacturers to providing manuals, tools, parts access, and diagnostic support to farmers and independent repair providers in all 50 states and Puerto Rico.

In January 2024, Colorado's HB23-1011 took effect. It was the first state law in the country to specifically require agricultural equipment manufacturers to provide repair resources to owners and independent shops. Non-compliance is classified as a deceptive trade practice under Colorado law.

In April 2026, the John Deere class action settled for \$99 million and ten years of court-ordered digital tool access. A separate FTC antitrust case against Deere, filed in January 2025, remains active.

Voluntary commitments, state law, federal litigation. Each step adds enforcement weight to the one before.

02

What the Deere settlement actually requires

The Deere settlement has two parts. A \$99 million fund compensates class members who paid Deere or authorized dealers for large agricultural equipment repairs between January 2018 and preliminary approval. A set of operational requirements then runs for the next ten years.

The operational language is the part service ops should read. Deere agreed to provide "the digital tools required for the maintenance, diagnosis, and repair" of tractors, combines, sugarcane harvesters, and other large agricultural machinery. The phrase "required for" implies the tools must actually work for the use case. Practical usability is built into the language.

The commitment covers farmers and independent repair providers, not only dealer technicians. Deere has not admitted wrongdoing, and the settlement is subject to final court approval. The settlement does not require Deere to release proprietary engineering data or source code, or to unlock software that defeats safety or emissions controls.

03

The FTC case is still open

The class action is one track. The Federal Trade Commission filed a separate antitrust suit against Deere in January 2025, joined by the attorneys general of Illinois and Minnesota. That case is independent of the settlement and remains active.

In June 2025, the court denied Deere's motion to dismiss, finding the antitrust claims legally sufficient to proceed. The case is currently in discovery. The remedy sought asks the court to compel Deere to make its diagnostic software available to equipment owners and independent repair providers on equal terms with authorized dealers. Equal terms is the operative phrase.

AGCO has been pulled into the proceedings in a limited capacity. Federal political variables make the FTC's posture difficult to predict, and the case is unlikely to resolve quickly.

For service ops planning, the relevant fact is simple. The standard for "what counts as access" has not been fully settled yet. The FTC case is one of the places where that gets decided.

04

Operational implications for service ops

For ag OEMs already under an MOU, the operational lift was theoretical until the Deere settlement. Now the question is whether MOU commitments and settlement-grade obligations can be delivered through existing service infrastructure. A few practical considerations.

Independent technician access has moved from a customer-relations question to a delivery question. Manuals exist on most OEM dealer portals. Whether an independent technician can actually open, navigate, and use them on a service call is a different matter. If a regulator or court tests usability, dealer-portal access by itself is unlikely to pass.

Tiered access is defensible. Warranty-restricted procedures, proprietary diagnostic data, and dealer-only tooling can remain dealer-only. The content the settlement and MOU language require can sit alongside it with broader access, controlled at the content layer rather than the platform layer.

Mobile-first delivery matches the work. Field repair, remote service calls, and shop floors are not desktop environments. Repair content that requires connectivity or a dealer-issued laptop produces friction that a regulator could reasonably interpret as a compliance gap.

Authoring volume is the operational cost most teams underestimate. Compliance is measured by coverage, and coverage requires content. The fastest path to broad coverage usually involves a structured content layer that can repurpose existing engineering data and service documentation rather than building everything from scratch.

05

Construction equipment: a likely trajectory

No active federal litigation, state law, or industry MOU framework currently covers construction equipment specifically. As of mid-2026, Caterpillar, Komatsu, Volvo CE, JCB, Manitowoc, Liebherr, and similar OEMs are not under the legal pressure that defines the ag situation.

The pattern is worth noting anyway. Automotive right-to-repair pressure built through the 2010s, culminating in Massachusetts and federal discussions. Agricultural pressure followed a similar arc: state-level momentum, MOU response, then litigation. Construction

equipment shares enough structural similarity with both predecessors (proprietary diagnostics, dealer-network economics, high-cost technicians, an active independent service market) to plausibly follow the same path.

Service ops leaders at construction OEMs may want to begin thinking about practical access architecture before the question arrives externally. OEMs that move first on access design tend to set the standards that slower movers have to meet under pressure later.

This is observation, not prediction. The political and regulatory environment in 2026 could accelerate or slow the trajectory. The structural pressure is what tends to stay consistent.

06

What this primer is and isn't

This is operational context for service operations leaders. It is not legal advice. Specific compliance obligations, contract structures, and warranty language should be reviewed by qualified counsel for each OEM's situation.

BILT's view, stated lightly. Practical access is the standard most likely to satisfy both regulatory expectations and operational realities at the same time. Practical access means any technician on any device can complete real procedures, working from the same source content as dealer technicians, with access tiers set at the content layer and a single source of truth across the service network.

What practical access looks like inside your service operation is the conversation worth having internally now, before it becomes the conversation external regulators are having about you.

See what practical access looks like in production.

Twenty minutes is enough to see how BILT delivers practical right-to-repair compliance across a service network.

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This primer is informational and reflects publicly available facts at the time of writing. It is not legal advice and should not be relied on as such. OEM compliance positions should be developed in consultation with qualified counsel. Sources for the legal milestones referenced above include Arnold & Porter, the National Agricultural Law Center, Manufacturing Dive, and the Colorado General Assembly. Last updated May 2026.

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