

**Testimony offered on behalf of:  
Howard Johnson Incorporated  
House Corporations Committee  
H. 7476 – Agricultural Equipment Right to Repair Act**

**Via Electronic Mail to all Committee Members:**

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rep-voas@rilegislature.gov

**Hearing: [Insert anticipated hearing date once available]**

**OPPOSE H. 7476**

Good afternoon, Chair Solomon and Members of the House Corporations Committee:

For the record, my name is **Mark Johnson**, and I am here on behalf of **Howard Johnson Incorporated** to testify in opposition to **H. 7476**. I am the **Owner** of our dealership, which operates **one** location in Rhode Island. **Howard Johnson Inc** is independently owned and operated and employs 10 Rhode Islanders.

I am here today because the text of H. 7476 is broadly defined to include many of the products our dealership carries. Specifically, the bill defines applicable products as “any product, part of a product, or attachment to a product, when sold or leased for use in farming, ranching, or other agriculture, that depends for its functioning, in whole or in part, on digital electronics embedded in or attached to it.” This definition includes, but is not limited to, tractors, combines, tillage implements, irrigation equipment, balers, UAS systems, and off-road vehicles. As such, it could be interpreted to encompass much of the other equipment we sell and service, such as [list dealership-specific products— e.g., skid steers, excavators, UTVs, ATVs, chainsaws, blowers, etc.].

On behalf of **Howard Johnson Inc**, I would like to outline our opposition to H. 7476 on three primary grounds:

## **1. Our dealership already supports a robust “right to repair” framework through nationwide MOUs.**

We strongly support our customers’ ability to maintain and repair their own equipment. Since 2023, major agricultural equipment manufacturers (John Deere, Case IH, New Holland, AGCO, Kubota, and Claas) have entered formal **Memoranda of Understanding (MOUs)** with the American Farm Bureau Federation (AFBF). These agreements provide broad access to diagnostic tools, repair information, and support for both farmers and independent repair providers.

The MOU framework:

- Ensures consistent, nationwide access
- Includes a free, structured grievance process through AFBF for all farmers, ranchers and independent repair providers across the country, whether or not they are AFBF members
- Allows for continued updates as technology evolves

Because these solutions already exist and are functioning, H. 7476 is unnecessary and would disrupt the current system, ultimately harming dealers and customers.

## **2. H. 7476 lacks clarity around parts, tools, and documentation—leading to supply chain and economic risks.**

The bill appears to require OEMs to sell parts *directly* to end users and independent repair providers on “fair and reasonable terms.” This vague and undefined standard could:

- Undermine the established dealer distribution model
- Eliminate a dealer’s ability to profit on parts
- Reduce local availability of OEM parts
- Increase shipping delays and costs for Rhode Island farmers

H. 7476 requires manufacturers to make documentation, parts, and tools, and available on “fair and reasonable terms,” which is vague and ambiguous from an implementation standpoint. This ambiguity would force dealers and OEMs to guess at compliance, chilling investment in local parts inventories and technician training. Crucially, mandating pricing is unnecessary. The agricultural service and parts market is already highly competitive: producers enjoy nationwide access to hundreds of dealerships across brands, in-state and out-of-state, creating real choices on where to buy parts and obtain service; and farmers can purchase aftermarket/non-OEM parts from numerous third-party manufacturers and distributors—often with online comparison shopping and

rapid shipping. In such an environment, competition disciplines price and service without statutory price dictates. Imposing a vague “fair and reasonable” standard would destabilize a market that already delivers price competition and availability through multiple channels, while exposing dealers to second-guessing and litigation over every transaction. The bottom line is that if dealerships cannot stock parts profitably, farmers will face slower repairs and fewer local options.

### **3. The bill creates safety and emissions risks due to insufficient protections and unclear boundaries.**

While the legislation intends to protect safety and emissions systems, the bright line must remain clear in any legislation: repair means restoring equipment to original OEM specifications, whereas tampering involves defeating safety, emissions, or anti-theft protections. H. 7476 risks eroding this distinction by restricting manufacturers’ ability to use essential technologies—such as internet based authorization—that enable legitimate repair and prevent unlawful tampering. When legislation removes flexibility for manufacturers to deploy these safeguards, it increases the likelihood that machines may return to service with compromised safety or compliance systems, elevating risks for operators, bystanders, and rural communities, and diminishing equipment reliability and resale value.

### **Conclusion**

I invite you to visit our Rhode Island facility to see first-hand how we currently support customer repair needs and provide access to essential tools and information.

For the reasons outlined above, **Howard Johnson Incorporated respectfully requests an**

**UNFAVORABLE VOTE** on H. 7476.

Respectfully submitted,

**Mark Johnson**

**Owner/Operator**

**Howard Johnson Incorporated (John Deere, Stihl, Honda, Generac and others)**

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The bill appears to require OEMs to sell parts *directly* to end users and independent repair providers on “fair and reasonable terms.” This vague and undefined standard could:

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### **Conclusion**

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