

Testimony in Support of Rhode Island House Bill 7476

Agricultural Equipment Right to Repair Act | Willie Cade, Graceful Solutions LLC

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Submitted by:

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Introduction and Qualifications

Good morning, Chairperson and distinguished members of the Committee. My name is Willie Cade, and I am deeply grateful for the opportunity to testify before you today in strong support of House Bill 7476, the Agricultural Equipment Right to Repair Act.

I bring to this hearing more than nine years of dedicated advocacy on behalf of farmers' fundamental right to repair the equipment they own. I serve as Chief Executive Officer of Graceful Solutions LLC, an agricultural antitrust litigation consulting practice that works with law firms representing farmers in equipment repair restriction cases. I am also a proud board member of Repair.org, the national coalition at the center of the right to repair movement.

My personal connection to agricultural equipment runs extraordinarily deep. My grandfather, Theo Brown, served as Chief Engineer of John Deere for more than three decades and was a member of the John Deere board for 30 years. He held 158 patents and dedicated his life to building equipment that farmers could understand, maintain, and repair. He would be heartbroken to witness what the industry has become: machines deliberately locked against the very people who depend on them.

I have had the honor of briefing staff at the Federal Trade Commission. I have participated directly in support of the John Deere multidistrict litigation (MDL 3:22-cv-50188) and the FTC enforcement action (3:25-cv-50017). I have also co-authored approximately 25 peer-reviewed papers on electronics sustainability in partnership with colleagues at the Rochester Institute of Technology. I share these credentials not to impress, but to make clear that when I speak today about the failures of manufacturer promises and voluntary agreements, I do so from a foundation of extensive, first-hand experience.

Why Rhode Island Farmers Need This Legislation

Rhode Island's farmers may be fewer in number than those in the heartland, but their challenges are no less real. When a tractor breaks down, every hour of delay represents direct financial loss. Across

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the United States, repair restrictions imposed by agricultural equipment manufacturers are costing farmers an estimated \$4.2 billion every year, and they are forcing farmers in rural areas to wait days or even weeks for an authorized dealer technician to arrive. These are not abstract statistics. They represent planting seasons missed, crops that do not get harvested, and farm families pushed closer to the edge.

The cost of parts and labor to repair agricultural equipment has nearly doubled over the past two decades. Since 2020 alone, repair costs have risen 41 percent. Meanwhile, one major manufacturer has seen its profits increase by 270 percent over the same period. That divergence is not a coincidence. It is the direct result of an intentional strategy to monopolize the repair market by locking equipment to authorized service channels through proprietary diagnostic software, embedded firmware controls, and restricted access to technical documentation.

HB 7476 addresses this problem directly and fairly. It requires that original equipment manufacturers and their surrogate distributors provide independent service providers with the repair information and tools necessary to maintain and repair electronics-enabled agricultural equipment. This is a straightforward, reasonable, and long-overdue protection for the farmers of Rhode Island.

A Documented History of Broken Promises

The Committee will likely hear from manufacturer representatives and their allies that legislation is unnecessary because the industry has already committed to voluntary solutions. I respectfully, but firmly, ask this Committee to weigh those assurances against an unambiguous record of broken promises. This history is not a matter of opinion. It is documented, verified, and directly relevant to your deliberations today.

The 2018 'Statement of Principles'

In 2018, leading farm equipment manufacturers and dealer trade associations signed what they called a 'Statement of Principles,' hosted on a website called R2R Solutions. They promised publicly that by January 2021, supporting manufacturers and dealers would provide improved access to repair documentation, training, diagnostic service tools, and product guides. Advocates were cautiously hopeful. When January 2021 arrived, journalists from VICE Motherboard contacted dealerships across the country and found that the promised tools were simply not available. The commitment had not been honored.

The 2023 AFBF and John Deere Memorandum of Understanding

On January 8, 2023, the American Farm Bureau Federation and John Deere signed a Memorandum of Understanding that was presented to the public as a landmark agreement. It promised farmers and independent repair shops access to manuals, diagnostic software, and the tools necessary to repair

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their equipment. Advocates, farmers, and legislators around the country were told this voluntary agreement made legislation unnecessary. The AFBF, in exchange, agreed to encourage its state organizations to refrain from introducing, promoting, or supporting right to repair legislation that imposed obligations beyond the MOU.

The critical legal reality that proponents of the MOU did not prominently advertise is this: a Memorandum of Understanding is not a legally enforceable contract. There is no mechanism by which a farmer can hold John Deere or any other manufacturer accountable if they fail to live up to its terms. As the Center for Agricultural Law and Taxation at Iowa State University observed, if a disagreement about the provisions occurs, it is unlikely that a court would intervene or enforce the MOU. Farmers traded the prospect of enforceable law for a promise backed by nothing more than goodwill.

The Broken MOU: Senator Warren's October 2024 Findings

In October 2024, United States Senator Elizabeth Warren wrote directly to John Deere's Chairman documenting in considerable detail that the company had not honored its commitments under the MOU. Senator Warren found that rather than providing farmers with the fully functional diagnostic tools promised, John Deere had provided what researchers at the U.S. PIRG Education Fund described as 'impaired tools and inadequate disclosures.' A PIRG comparison of the tool made available to farmers, called Customer Service ADVISOR, with the tool provided to authorized Deere dealerships found that the farmers' tool withholds, redacts, or obfuscates functions and information required to independently complete many repairs.

Specifically, PIRG identified three critical functions that were available to authorized dealers but were absent from the tool provided to farmers and independent repair shops:

- Basic diagnostic information needed to identify equipment problems
- The ability to complete repairs once a diagnosis is made
- Programming capability for new or replacement electronic components

I have personally examined this discrepancy. In my own work supporting the FTC enforcement action, I documented a demonstration by a dealer showing that several Product Improvement Programs visible in the dealer-level Service Center were entirely absent from the PRO Service, the new Customer Service ADVISOR, tool sold to farmers. This is not a minor technical gap. It is the difference between a tool that gives farmers genuine independence and a tool designed to maintain their dependence on authorized dealers.

The Pattern Is Not New

This pattern is not unique to John Deere, and it is not new. After Massachusetts voters approved the nation's first automotive right to repair law in 2012, automakers signed a voluntary nationwide agreement. Advocates were initially enthusiastic. Within a short time, automakers took advantage of

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loopholes to move repair interfaces to wireless telematics systems, effectively cutting independent mechanics out of the next generation of repair software. The Auto Care Association was ultimately forced to reintroduce legislation in 2020 to address what the voluntary agreement had failed to protect. Agricultural right to repair advocates now find themselves in an almost identical position.

The lesson from automotive, from the 2018 Statement of Principles, and from the 2023 MOU is consistent and clear: voluntary agreements without legal enforceability do not protect farmers. They buy time for manufacturers while legislation is delayed or defeated, and they are abandoned or undermined once the immediate political pressure passes.

Addressing the Clean Air Act Argument

The Committee may also hear from manufacturers that repair restrictions are required to protect Clean Air Act compliance and emissions systems. This argument has been repeated in legislative hearings across the country, and it deserves a direct response.

In June 2025, the Environmental Protection Agency responded directly to a letter from John Deere that had raised Clean Air Act concerns in the context of right to repair. The EPA confirmed clearly that temporary overrides of proprietary emission control systems are permitted under the Clean Air Act for purposes of repair and maintenance. EPA Administrator Lee Zeldin stated plainly that for far too long, manufacturers have wrongly used the Clean Air Act to monopolize the repair market. The current administration has also confirmed Administrator Zeldin's statement with unequivocal statements of their own on Feb. 2, 2026. The EPA's position removes any legitimate basis for using emissions compliance as justification for denying farmers and independent repair shops the tools and information they need.

Conclusion: Rhode Island Has an Opportunity to Lead

Rhode Island has a proud tradition of standing with working people and small businesses against concentrated corporate power. This legislation is squarely in that tradition. The farmers of this state, and the independent repair shops that serve them, deserve the legal protection that only a statute can provide.

The manufacturers opposing this bill are not arguing that farmers should not have repair access. They are arguing that they should be trusted to provide it voluntarily. The record I have described today demonstrates, with considerable specificity, that this trust has been extended generously, and that it has been abused. Repeatedly. The time for relying on manufacturer goodwill has passed.

HB 7476 does not ask equipment manufacturers to reveal trade secrets. It does not ask them to give away their intellectual property. It asks them to honor, with the force of law, the very commitments they

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have already made in voluntary agreements they then chose not to honor. That is a modest and entirely reasonable request.

Rhode Island's farmers have every right to repair the equipment they purchase with their hard-earned money. I respectfully and enthusiastically urge this Committee to report HB 7476 favorably and to advance it for a full floor vote. The farmers of Rhode Island are counting on you, and history will judge this Committee kindly for having the courage to act.

Thank you sincerely for your time and for your service to the people of Rhode Island. I welcome any questions you may have.

Respectfully submitted,

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