

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF YORK)	FOR THE SIXTEENTH JUDICIAL CIRCUIT
)	
Eswin Aguilar,)	Civil Action No. 2021-CP-46-01792
)	
)	
Plaintiff,)	
)	
v.)	<u>ORDER DENYING PLAINTIFF'S</u>
)	<u>MOTION TO ALTER OR AMEND</u>
AGCO Corp.)	
)	
)	
Defendant.)	
)	

This matter came before the Court for a virtual hearing on June 11, 2025, on Plaintiff's Motion to Alter or Amend the Court's March 27, 2025 Order granting in part and denying in part Defendant AGCO Corporation's ("AGCO") Motion for Summary Judgment. Plaintiff was represented by Ryan G. Studemeyer, Esq. Defendant was represented by James Burns, Esq. and Jake Carroll, Esq.

After careful consideration of the briefs, oral argument presented by counsel, and applicable law, the Court hereby **DENIES** Plaintiff's Motion to Alter or Amend for the following reasons:

I. PROCEDURAL POSTURE

On March 27, 2025, the Court entered an Order granting AGCO's Motion for Summary Judgment as to Plaintiff's claims for:

- a. Conversion (Count II);
- b. Civil Conspiracy (Count IV);
- c. Violations of the South Carolina Unfair Trade Practices Act ("SCUTPA") (Count V); and
- d. Violations of the South Carolina Fair Practices of Farm, Construction, Industrial, and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers, and Dealers Act ("S.C. Fair Practices Act") (Count VI).

The Court denied summary judgment as to Plaintiff's claims for Breach of Express Warranty (Count I) and Negligent Bailment (Count III), which remain pending for trial.

On April 4, 2025, Plaintiff filed a Motion to Alter or Amend pursuant to Rule 59(e), SCRCP. AGCO filed its Response in Opposition on June 9, 2025, and an Amended Response in Opposition on June 11, 2025, which corrected a citation error in the original filing. The Court heard argument on the same date.

II. LEGAL STANDARD

Relief under Rule 59(e), SCRCP, is a remedy appropriate only to correct a clear error of law or prevent manifest injustice. *See Elam v. SCDOT*, 361 S.C. 9, 21–22, 602 S.E.2d 772, 778–79 (2004). Mere disagreement with the Court’s conclusions does not warrant alteration or amendment. *Id.*

III. ANALYSIS

A. Application of Rule 56(c)

The Court properly applied the burden-shifting framework of Rule 56, SCRCP. AGCO submitted a comprehensive evidentiary record, including deposition excerpts, discovery responses, affidavits, and the underlying contract. Once AGCO met its burden, the burden shifted to Plaintiff to identify specific, material facts in dispute. Plaintiff’s Motion fails to identify any such facts that were improperly disregarded. Moreover, Plaintiff’s assertion of “improper burden-shifting” based on hearing sequence is unpersuasive. The record confirms the Court had reviewed AGCO’s motion and supporting materials before inviting Plaintiff’s argument—an invitation that was procedural, not substantive, and consistent with common practice where the moving party’s position is already well-briefed and documented. *See Sides v. Greenville Hosp. Sys.*, 362 S.C. 250, 255, 607 S.E.2d 362, 364 (Ct. App. 2004).

B. Record Support for Factual Findings

Plaintiff’s challenge to the Court’s factual findings is unavailing. The March 27 Order was

grounded in undisputed material facts, including Plaintiff's deposition testimony, written discovery responses, and AGCO's affidavits. For example, Plaintiff's claim that AGCO was a third-party beneficiary of the Retail Instalment Contract was unsupported by any admissible evidence. The Court relied on the Contract's face, AGCO's verified discovery responses, and Plaintiff's own pleadings. Plaintiff's conjecture about AGCO's corporate affiliations does not create a genuine issue of material fact. Plaintiff's Motion offers no new evidence or legal basis to disturb these findings.

C. Conversion Claim

The Court previously found that Plaintiff authorized AGCO to retrieve the Tractor and later declined to accept its return. This finding is supported by Plaintiff's own deposition testimony, pleadings, and AGCO's sworn evidence, including the October 11, 2023 and October 17, 2024 affidavits of Jacob Willis. Plaintiff's reliance on repair records dated after October 2021 does not rebut the dispositive evidence that the Tractor was operable and ready for return by that time—and that Plaintiff expressly declined further interest in it. That disclaimer, not later-filed repair records, was dispositive of the conversion claim.

D. Third-Party Beneficiary Argument

As noted, Plaintiff failed to offer any evidence that AGCO was a third-party beneficiary of the Instalment Contract. AGCO's sworn discovery responses, the face of the Contract, and Plaintiff's own pleadings all refute this argument. Plaintiff's claim rests on an imputed corporate connection, which is legally and factually insufficient. Plaintiff's argument conflates AGCO with AGCO Finance yet offers no authority for piercing the legal distinction between affiliated entities.

E. SCUTPA Claim

A mere breach of warranty, absent deceptive conduct or public impact, does not give rise

to a SCUTPA claim. *Haley Nursery Co. v. Forrest*, 298 S.C. 520, 525, 381 S.E.2d 906, 908 (1989). Plaintiff failed to demonstrate any deceptive conduct or effect on the public interest. The court properly granted summary judgment on his SCUTPA claim. Contrary to Plaintiff's suggestion, *Haley* does not hold that every warranty breach constitutes a SCUTPA violation; rather, it affirms that additional public-facing conduct is required. *Id.* No such conduct is present here. The record is devoid of any representations, omissions, or pattern of conduct by AGCO that could support a finding of deception or public impact under SCUTPA.

F. Commercial Use of the Tractor

Plaintiff's assertion that the Tractor was purchased for personal use is directly contradicted by the Retail Instalment Contract and his own testimony. The Contract designates the equipment for "Agricultural and Commercial Use." Plaintiff testified that the Tractor was intended for use in tree farming and landscaping. That Plaintiff may have also intended to mow grass on his personal property does not convert a commercial transaction into a consumer one.

IV. CONCLUSION

Plaintiff has not demonstrated any manifest error of law or fact, newly discovered evidence, or injustice warranting modification of the Court's prior ruling. The Court finds no legal or factual basis to revisit its prior Order, which correctly applied the summary judgment standard and was supported by the record. Accordingly, Plaintiff's Motion to Alter or Amend is **DENIED IN ITS ENTIRETY.**

IT IS SO ORDERED.

William A. McKinnon
Circuit Court Judge
Sixteenth Judicial Circuit



York Common Pleas

Case Caption: Eswin Aguilar VS Nance Tractor And Implement Inc , defendant, et al

Case Number: 2021CP4601792

Type: Order/Other

So Ordered

/s William A. McKinnon, #2761, Circuit Judge