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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas
William A. McKinnon, Circuit Court Judge

Appellate Case No. 2025-001362

Eswin Aguilar, Appellant,

v.

AGCO Corp., Respondent.

RECORD ON APPEAL

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF YORK
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021-CP-46-01792

ESWIN AGUILAR

PLAINTIFF(S)

NANCE TRACTOR AND IMPLEMENT INC, et al

DEFENDANT(S)

Submitted by: Hon. Marvin Dukes, III	**Attorney for :** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Plaintiff's Motion for Summary Judgment came before this Court on October 21, 2024. Plaintiff sought summary judgment based on breach of express warranty, conversion, negligent bailment, civil conspiracy, South Carolina Unfair Trade Practice Act, and violation of South Carolina Fair Practices of Farm Construction, Industrial, And Outdoor Power Equipment Manufacturers, Distributors, Wholesalers, And Dealers Act. After careful review, the motion is respectfully **DENIED.**

AND IT IS SO ORDERED

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		$

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		$
		$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Marvin H. Dukes, III — **Circuit Court Judge**

2785 — **Judge Code**

Date

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

Meagan Askins, Esq.

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

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FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE

(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.

2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

   The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).

4. The "Information for the Judgment Index" section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the "Judgment in Favor of" column, enter the name of the party to whom the judgment is awarded. In the "Judgment Against" column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the "Judgment Amount" column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate "N/A" in one of the boxes in this section of the form.

5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.

6. The section "For the Clerk of Court Office Use Only" should be completed by the clerk as it has been with the previous version of Form 4.

7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.

8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through "Circuit Court Judge" and indicate "Arbitrator" in the signature block.

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9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.

10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.

11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.

12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.

13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.

14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.

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York Common Pleas

Case Caption:	Eswin Aguilar VS Nance Tractor And Implement Inc , defendant, et al
Case Number:	2021CP4601792
Type:	Order/Summary Judgment

So Ordered

s/Marvin H. Dukes III #2785

ELECTRONICALLY FILED - 2025 Mar 27 4:00 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	
	)	
Eswin Aguilar,	)	C/A No. 2021-CP-46-01792
Plaintiff,	)	
v.	)	**ORDER ON DEFENDANT AGCO CORP.'S MOTION FOR SUMMARY JUDGMENT**
AGCO Corp.	)	
Defendant.	)	

This matter came before the Court on March 13, 2025, for a hearing on Defendant AGCO Corporation's ("AGCO") Motion for Summary Judgment, filed on February 24, 2025. Plaintiff was represented by Ryan G. Studemeyer, Esq., and AGCO was represented by James Burns, Esq., and Jake Carroll, Esq.

After careful consideration of the briefs, supporting materials the parties submitted, oral argument presented by counsel, and applicable law, the Court finds as follows:

1. AGCO's Motion for Summary Judgment is **GRANTED** as to the following claims:
   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).

As to these claims, the Court finds that no genuine issues of material fact exist, and that AGCO is entitled to judgment as a matter of law. Accordingly, Counts II, IV, V, and VI of Plaintiff's Fourth Amended Complaint are hereby **DISMISSED WITH PREJUDICE**.

2. Conversely, AGCO's Motion for Summary Judgment is **DENIED** as to the following claims:

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a. Breach of Express Warranty (Count I); and

b. Negligent Bailment (Count III).

As to these two claims, the Court finds that genuine issues of material fact exist, thus precluding summary judgment. Therefore, these claims shall proceed to trial.

FINDINGS OF FACT

The relevant facts of this case are as follows:

In April 2019, Plaintiff purchased a new 2019 Massey Ferguson MF4707 tractor (the "Tractor") from Nance Tractor and Implement, Inc. ("Nance"). Nance extended credit to Plaintiff, per the terms and conditions of a Retail Instalment Contract and Security Agreement (the "Instalment Contract"), which was signed by Plaintiff and Nance, and later assigned to AGCO Finance, LLC ("AFC"). AGCO is not a party to, or third-party beneficiary of, the Instalment Contract.

AGCO provided a two-year Limited Warranty on the Tractor, which covered defects in material and workmanship for 24 months or 2,000 hours, whichever came first. This warranty excluded transportation costs or rental of replacement equipment, and it did not provide for incidental, special, or consequential damages. Additionally, AGCO had the option to repair or replace the Tractor for an additional 12 months.

Plaintiff experienced several issues with the Tractor, including tire damage, error codes, and four-wheel-drive function issues, all of which were repaired by AGCO at no cost to Plaintiff, as detailed in the Fourth Amended Complaint and the evidence provided:

- **April 2019**: The Tractor was delivered to Plaintiff's property in South Carolina. After one of its tires was damaged shortly after delivery, AGCO replaced it at no cost, though Plaintiff was responsible for towing the Tractor to Nance for repairs.
- **October 2019**: The Tractor displayed an error code, which was repaired at no cost to Plaintiff by November 2019.

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- **July 2020**: The Tractor displayed another error code, which was repaired at no cost to Plaintiff by September 2020.

- **October 2020**: The Tractor's four-wheel-drive function had issues and made noises, but it was repaired at no cost to Plaintiff.

- **Late October 2020**: AGCO dispatched a representative to diagnose the Tractor, update its software, and calibrate it. The Tractor was repaired by January 2021 at no cost to Plaintiff, with a loaner provided during the repairs.

- **April 2021**: The Tractor displayed an error code. AGCO picked it up for repairs and offered a loaner tractor, which Plaintiff declined. When asked if AGCO had permission to pick up the Tractor, Plaintiff said, "Maybe so. But I don't remember. [T]hey didn't tell me when they were coming to pick it up." Aguilar Dep. 69:19–25. Plaintiff or his spouse must have provided a gate code or manually opened the gate for AGCO to retrieve the Tractor. Though Plaintiff did not inquire about the Tractor's destination, he likely knew it was taken to Nance, as he later requested that no more work be done there and agreed for it to be sent to Powell Tractor, Inc. for repairs.

- **July 2021**: The Tractor was transferred to Powell Tractor for repairs.

- **October 2021**: AGCO informed Plaintiff that the warranty repairs were complete, and the Tractor was ready for delivery. Plaintiff, however, did not want the Tractor and did not ask about its location, condition, or whether he could pick it up or have it delivered.

Despite these repairs, Plaintiff filed suit to revoke acceptance of the Tractor on June 8, 2021, after AGCO had fully performed its warranty obligations. The Tractor has been at Powell Tractor since July 2021.

CONCLUSIONS OF LAW

I. Summary Judgment Standard

Under South Carolina Rule of Civil Procedure 56, summary judgment must be entered in favor of a party that demonstrates there is no genuine issue of material fact and that they are entitled to judgment as a matter of law. *Bishop v. South Carolina Dept. of Mental Health*, 331 S.C. 79, 85–86, 502 S.E.2d 78, 81 (1998). The court must view the evidence in the light most favorable to the non-moving party. *Connor Holdings, LLC v. Cousins*, 373 S.C. 81, 84, 644 S.E.2d 58, 60 (2007).

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The moving party has the burden of "establishing the absence of a genuine issue of material fact." *Shirley's Iron Works, Inc. v. City of Union*, 387 S.C. 389, 397, 693 S.E.2d 1, 5 (Ct. App. 2010).

Once the burden is met, the nonmovant must "'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with specific facts showing that there is a genuine issue[.]'" *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). The Supreme Court recently disavowed the "mere scintilla" standard and made clear "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." *Kitchen Planners, LLC v. Friedman*, No. 2020-001669, 2023 WL 5420401, at *3 (S.C. Aug. 23, 2023). The "evidence must amount to more than speculation and conjecture" to be submitted. *McKnight v. S. Carolina Dep't of Corr.*, 385 S.C. 380, 389, 684 S.E.2d 566, 570 (Ct. App. 2009).

II. Plaintiff's Conversion Claim (Count II) Fails as a Matter of Law

Under South Carolina law, "[c]onversion is 'the *unauthorized* assumption and exercise of the right of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights.'" *Bank of New York v. Sumter Cnty.*, 387 S.C. 147, 158, 691 S.E.2d 473, 479 (2010) (emphasis added) (citing *Moore v. Weinberg*, 383 S.C. 583, 589, 681 S.E.2d 875, 879 (2009)).

Upon review of the record, the Court finds no genuine issue of material fact regarding the authorization element of Plaintiff's conversion claim. Plaintiff acknowledges in his Fourth Amended Complaint that he expressly authorized Defendant to pick up the Tractor for repairs. *See* Fourth Am. Compl. ¶ 96. Plaintiff's deposition testimony confirms this authorization, as Plaintiff agreed—albeit equivocally—that Defendant had permission to collect the Tractor from his property. *See* Aguilar Dep. 69:19–25. The undisputed evidence also shows Plaintiff or his spouse necessarily provided Defendant access to the gated property. *See id.* at 200:12–201:25.

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It is also undisputed that after completing warranty repairs, Defendant informed Plaintiff the Tractor was ready to be returned, and Plaintiff thereafter refused to accept delivery. *See* Oct. 11, 2023 Aff. of Jacob Willis ¶ 3; Oct. 17, 2024 Aff. of Jacob Willis ¶ 7; Fourth Am. Compl., ¶ 79; Answer to Fourth Am. Compl., ¶ 79; Aguilar Dep. 82:2–83:12, 93:24–94:5, 94:19–95:2, 117:25–118:8, 181:16–17, 138:22–138:3, 211:17–212:3; AGCO's Resp. to Pl.'s Third Set of Interrogatories, ¶ 3. Thus, there is no evidence that Defendant's initial possession was unauthorized or that Defendant refused to return the Tractor upon Plaintiff's request.

Accordingly, the Court finds there is no genuine issue of material fact, and Defendant is entitled to judgment as a matter of law. Plaintiff's conversion claim (Count II) is hereby **DISMISSED WITH PREJUDICE**.

III. Plaintiff's Civil Conspiracy Claim (Count IV) Fails as a Matter of Law

Under South Carolina law, "a plaintiff asserting a civil conspiracy claim must establish (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff." *Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021), *reh'g denied* (Aug. 18, 2021).

The Court finds that Plaintiff cannot satisfy these elements. First, the record does not demonstrate any agreement involving Defendant to commit an unlawful act; Plaintiff merely alleges that Defendant "conspired to distribute adhesion contracts," Fourth Am. Compl. ¶ 119, but Defendant is neither party to, nor beneficiary of, the Instalment Contract. Second, Plaintiff fails to show any intent on Defendant's part to harm him. The evidence reflects no malice directed toward Plaintiff but merely reflects Defendant's role as a manufacturer, separate from the entities that charged any fees or signed the Instalment Contract.

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Accordingly, because Plaintiff has not raised a genuine issue of material fact as to these essential elements, Defendant is entitled to judgment as a matter of law on the civil conspiracy claim. Plaintiff's civil conspiracy claim (Count IV) is **DISMISSED WITH PREJUDICE**.

IV. Plaintiff's SCUTPA Claim (Count V) Fails as a Matter of Law

Under South Carolina law, to prevail on a SCUTPA claim, a plaintiff must establish that: "(1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s)." *Austin v. Stokes-Craven Holding Corp.*, 387 S.C. 22, 50, 691 S.E.2d 135, 149 (2010) (quoting *Wright v. Craft*, 372 S.C. 1, 23, 640 S.E.2d 486, 498 (Ct. App. 2006)); *see generally* S.C. Code Ann. § 39-5-140.

After reviewing the record, the Court finds no genuine issue of material fact supporting Plaintiff's SCUTPA claim. First, Plaintiff's allegation that Defendant violated 16 C.F.R. § 702.3 by failing to provide a copy of the Limited Warranty before purchase is unsupported, because that regulation applies only to consumer products. It is undisputed that Plaintiff purchased the Tractor for commercial, not consumer, use. *See* Fourth Am. Compl., ¶ 14, Ex. A; Answer to Fourth Am. Compl., ¶ 14; Aguilar Dep. 13:6–12; 18: 21–19:15 (Instalment Contract was for "Agricultural and Commercial Use"), 20:18–20.

Second, Plaintiff alleges it was deceptive to require him to pay towing costs under the Limited Warranty. Even so, the undisputed evidence shows that the Limited Warranty explicitly assigns towing responsibility to the Tractor owner, and Plaintiff identifies no contrary obligation under South Carolina law. *See* Aguilar Dep., Ex. 3 at p. 2.

Third, Plaintiff alleges that Defendant disseminated an adhesion Instalment Contract containing an administrative fee. The evidence establishes that Defendant is neither a party to, nor

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a beneficiary of, the Instalment Contract between Plaintiff, Nance, and AFC. *See* Fourth Am. Compl., Ex. A; Fourth Am. Compl., ¶ 24, Ex. B; Answer to Fourth Am. Compl., ¶ 24; Aguilar Dep. 23:1–24:18, 26:19-27:2; AGCO's Resp. to Pl.'s Second Reqs. to Admit, ¶¶ 12, 13; AGCO's Resp. to Pl.'s Third Set of Interrogatories, ¶¶ 1, 4. Plaintiff provides no evidence demonstrating Defendant's involvement in charging administrative fees or any act likely to mislead consumers related to this fee.

Fourth, Plaintiff alleges Defendant failed to disclose the Tractor's country of manufacture. Yet Plaintiff conceded he never asked Defendant about the Tractor's origin, and Defendant never affirmatively misrepresented it. *See* Aguilar Dep. 80:24–81:5, 100:4–101:3, 153:14–154:7, Ex. 11 at AGCO 00048 (Decl. of Amy Ganter); AGCO's Resp. to Pl.'s Second Set of Interrogatories, ¶ 1; AGCO's Resp. to Pl.'s First Req. for Admis., ¶ 1. Plaintiff's incorrect impression is not a deceptive act under SCUTPA.

Fifth, Plaintiff claims Defendant threatened legal action rather than honoring warranty obligations. Even so, the record shows only that Defendant ceased direct communication when Plaintiff himself engaged counsel, which is not an unfair trade practice. *See* Oct. 17, 2024 Aff. of Jacob Willis ¶ 10. This conduct also occurred outside the scope of trade or commerce as contemplated by SCUTPA. *See Health Promotion Specialists, LLC v. S.C. Bd. of Dentistry*, 403 S.C. 623, 638–39, 743 S.E.2d 808, 816 (2013).

Sixth, Plaintiff's allegation of fabricated discovery is unsupported. Issues concerning discovery production do not constitute unfair or deceptive acts within the meaning of SCUTPA, and Plaintiff provides no evidence of any fraudulent action or bad faith by Defendant. *See* AGCO's Resp. to Pl.'s Second Reqs. to Admit, ¶¶ 7–9.

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Thus, there is no genuine dispute of material fact regarding Plaintiff's inability to satisfy the required elements of a SCUTPA claim. Accordingly, summary judgment for Defendant is proper, and Plaintiff's SCUTPA claim (Count V) is hereby **DISMISSED WITH PREJUDICE.**

V. Plaintiff's S.C. Fair Practices Act Claim (Count VI) Fails as a Matter of Law

Under the S.C. Fair Practices Act, S.C. Code Ann. § 39-6-120 explicitly limits its applicability to agreements between "*a manufacturer*, distributor, wholesaler, distributor branch or division, factory branch or division, or wholesale branch or division and *an equipment dealer.*" (Emphasis added.) The Court finds no genuine dispute of material fact that Plaintiff is not an "equipment dealer" but instead operates a tree farm in Ridgeway, South Carolina. *See* Aguilar Dep. 13:6–12. The Instalment Contract at issue was executed between Plaintiff, Nance, and AFC—entities not within the scope of agreements covered by the Act. *See* Fourth Am. Compl., ¶ 16, Ex. A; Answer to Fourth Am. Compl., ¶ 16; Aguilar Dep. 23:1–24:18; AGCO's Resp. to Pl.'s Second Reqs. to Admit, ¶ 12; AGCO's Resp. to Pl.'s Third Set of Interrogatories, ¶ 1.

Accordingly, because the S.C. Fair Practices Act does not apply to the Instalment Contract at issue, Defendant is entitled to judgment as a matter of law. Plaintiff's sixth cause of action (Count VI) is therefore **DISMISSED WITH PREJUDICE.**

IT IS SO ORDERED.

William A. McKinnon
Circuit Court Judge
Sixteenth Judicial Circuit

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York Common Pleas

Case Caption:	Eswin Aguilar VS Nance Tractor And Implement Inc , defendant, et al
Case Number:	2021CP4601792
Type:	Order/Summary Judgment

So Ordered

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

ELECTRONICALLY FILED - 2025 Jun 27 11:38 AM - YORK - COMMON PLEAS - CASE#2021CP4601792

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.	)	**ORDER DENYING PLAINTIFF'S MOTION TO ALTER OR AMEND**
	)	
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.

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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

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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

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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

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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

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	CASE NO.: 2021-CP-46-01792
	)	
	)	
Eswin Aguilar,	)	
	)	
Plaintiff,	)	**THIRD AMENDED COMPLAINT**
	)	
v.	)	
	)	
AGCO Corp. and AGCO Finance, LLC,	)	
	)	
Defendants.	)	
	)	

The Plaintiff above named, complaining of the Defendants herein would respectfully show unto the Court:

PARTIES

1. The Plaintiff is a resident of the County of Fairfield, State of South Carolina.

2. Defendant AGCO Corporation (hereinafter referred to as "AGCO") is a corporation organized and existing under the laws of the State of Delaware that is authorized to do business in the State of South Carolina.

3. Upon information and belief, Defendant AGCO Finance, LLC (hereinafter referred to as "AGCO Finance") is a limited liability company transacting business in South Carolina without authority to do so.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the parties and subject matter of this action.

5. Venue is proper in Fairfield County pursuant to S.C. Code Ann. § 15-7-30(G)(2) since the Plaintiff was a resident of Fairfield County at the time this cause of action arose.

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BACKGROUND

6. AGCO is engaged in the business of designing, manufacturing, and distributing farming equipment of various brands, including Massey Ferguson.

7. AGCO Finance is engaged in the business of financing farming equipment.

8. In early 2019, the Plaintiff began to explore the purchase of a new tractor for the purposes of maintaining his property and cultivating a tree farm in Ridgeway, South Carolina.

9. The Plaintiff sought a tractor suitable for mowing his 42-acre tract, towing a multi-thousand-gallon waterer, and pulling a tiller, amongst other tasks.

10. The Plaintiff visited John Deere and Kubota dealerships to shop for a tractor prior to visiting Nance Tractor (hereinafter, "Nance") in McConnells, South Carolina.

11. Nance is an AGCO dealer.

12. While visiting Nance, the Plaintiff agreed to purchase what was purported to be a "new" 2019 Massey Ferguson MF4707 (hereinafter referred to as "the Tractor").

13. Nance agreed to sell the Tractor to the Plaintiff for $51,200.00, and the Plaintiff entered into a Retail Installment Contract and Security Agreement (hereinafter referred to as "the Contract") on April 24, 2019, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

14. The Contract is a boilerplate adhesion document drafted in 2015, distributed by AGCO to its dealerships in multiple states, and intended to be exclusively assigned to AGCO Finance.

15. The Contract required a signature from a purchaser only on its first page.

16. Included in fine print is a note that machinery described as "new" is not guaranteed to have been manufactured in the current year.

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17. Buried in miniscule print on the second page of the Contract is a purported disclaimer of express and implied warranties.

18. The purported disclaimer is neither conspicuous nor set apart from the larger body of text on the second page of the Contract.

19. The Contract additionally purported to bar the recovery of consequential damages.

20. The text addressing consequential damages was neither conspicuous nor set apart from the larger body of text on the second page of the Contract.

21. The Contract included a $175.00 "administration fee."

22. The Contract did not state a legitimate purpose for the "administration fee," but noted that "all or a portion of this fee may be shared between the Assignee and the Seller and that Assignee and Seller may make a profit on this fee."

23. When AGCO Finance accepts assignment of a retail installment contract from an AGCO dealer in South Carolina, AGCO Finance typically collects $150.00 of the administration fee charged by the dealer, and the dealer may include a hidden "add on" fee as well. *See* list of AGCO dealer transactions involving administrative fees in South Carolina during the last three (3) years produced by Defendant AGCO Finance, a copy of which attached hereto and incorporated herein by reference as Exhibit B.

24. The amounts collected by AGCO Finance and the AGCO dealer are not separately disclosed.

25. The AGCO dealer's add-on fee may be up to $350.00.

26. The Contract provided that the Plaintiff could prepay in whole or in part at any time without penalty.

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27. The Plaintiff paid $1,586.16 on May 6, 2019; $40,000.00 on May 14, 2019; and $11,561.11 on June 6, 2019, to pay off the balance owed under the Contract.

28. On or about April 29, 2019, the Tractor was delivered to the Plaintiff's property in Ridgeway, South Carolina.

29. Almost immediately after delivery, the Plaintiff began to experience problems with the Tractor.

30. One of the Tractor's tires was discovered to be damaged shortly after delivery, and a replacement was not provided by AGCO until July of 2019.

31. On or about October 9, 2019, the Tractor broke down for the first time and an error code appeared on the screen.

32. The Plaintiff contacted Nance and informed it of the breakdown.

33. The Tractor was picked up from the Plaintiff's property in Ridgeway and taken to Nance's dealership in McConnells for repairs.

34. The Plaintiff was required to pay to have the Tractor towed to Nance's dealership.

35. The Plaintiff paid $399.00 for the Tractor to be towed.

36. The Plaintiff was told that the Tractor needed a software update as part of its repair.

37. A Maintenance Work Order dated November 5, 2019, states that Nance "replaced [a] broken gear in [the] transmission housing."

38. The Tractor was not returned to the Plaintiff until January 2020.

39. By the time the Tractor was returned in January 2020, the Plaintiff had been deprived of the use of the Tractor for approximately three months.

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40. Because of the seasonal nature of the Plaintiff's operation, the Plaintiff was unable to fully test out the repairs on the Tractor until April of 2020.

41. Beginning in April of 2020, the Plaintiff resumed regular use of the Tractor and began cutting the grass on his 42-acre tract with the Tractor.

42. On July 20, 2020, the Tractor broke down for a second time and displayed the same error code on its screen.

43. The Tractor was picked up from the Plaintiff's property in Ridgeway and taken to Nance's dealership in McConnells.

44. The Plaintiff was again required to pay to have the Tractor towed to Nance.

45. The Plaintiff paid $200.00 to have the Tractor towed.

46. A Maintenance Work Order dated September 28, 2020, states that Nance replaced a broken shaft in the transmission, replaced a fuel gauge, and provided a software update.

47. On September 22, 2020, the Tractor was returned to the Plaintiff.

48. By the time the Tractor was returned in September 2020, the Plaintiff had been deprived of the use of the Tractor for approximately two additional months.

49. Between July 20, 2020, and September 22, 2020, the Plaintiff had to pay to have his 42-acre tract mowed on four separate occasions.

50. On October 6, 2020, the Plaintiff discovered that the four-wheel drive function on the Tractor was no longer working and emailed Nance.

51. In addition, the Tractor was making "buzzing," "squealing," and "popping" noises.

52. On October 12, 2020, Nance picked up the Tractor and transported it to the dealership for further repairs.

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53. A Maintenance Work Order dated October 15, 2020, states that Nance "[f]ixed 4WD issues and replaced [the] bleeder screw."

54. On October 16, 2020, the Tractor was returned to the Plaintiff.

55. By the time the Tractor was returned in October 2020, the Plaintiff had been deprived of use of the Tractor for approximately one additional week.

56. The "squealing" sound was still present when the Plaintiff attempted to operate the Tractor.

57. Nance recommended that the Plaintiff contact AGCO directly.

58. The Plaintiff proceeded to contact AGCO and request an inspection.

59. On or about October 20, 2020, AGCO sent a representative to the Plaintiff's property to inspect the Tractor.

60. The AGCO representative informed the Plaintiff that the Tractor's software needed to be updated.

61. The AGCO representative proceeded to update the software and calibrate the Tractor.

62. Upon hearing the noise the Plaintiff complained of, the AGCO representative stated that it was not a normal noise and recommended that the Tractor undergo further repairs.

63. The Tractor was picked up by Nance on or about October 30, 2020.

64. A loaner tractor was provided by Nance.

65. On January 4, 2021, the Plaintiff emailed Nance and Jacob Willis, an AGCO representative, requesting an update.

66. The Plaintiff noted in the email that two months had passed without an update.

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67. Due to the multitude of problems with the Tractor and the months for which he had been deprived of the use of the Tractor, the Plaintiff requested an additional warranty in writing.

68. A Maintenance Work Order dated January 8, 2021, states that Nance "replaced the hydraulic pump [and] flushed the hydraulic system."

69. The same day, Jacob Willis of AGCO emailed the Plaintiff to tell him that the Tractor was being reviewed and would be returned shortly.

70. On January 10, 2021, the Tractor was returned to the Plaintiff, and the Plaintiff was informed that the Tractor had been reviewed by an AGCO technician.

71. By the time the Tractor was returned to the Plaintiff in January 2021, the Plaintiff had been deprived of the use of the Tractor for approximately two and a half additional months.

72. On January 14, 2021, the Plaintiff again requested an extended warranty from AGCO and warned that in the event that the Tractor experienced further mechanical issues, he would need the Tractor to be replaced.

73. Jacob Willis with AGCO responded: "The base warranty remains the same date it was when you purchased the tractor. There is no changing that. The extended warranty will run for 1 year longer than the standard warranty."

74. On April 21, 2021, the Tractor broke down again, displaying the same error code on the screen as before and leaking oil.

75. On April 22, 2021, Jacob Willis with AGCO informed the Plaintiff that the Tractor would be picked up for further repairs and a loaner provided in the interim.

76. The Tractor was picked up by AGCO on April 28, 2021.

77. AGCO never provided a loaner tractor as promised.

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78. AGCO has no record of performing any repairs on the Tractor.

79. In fact, AGCO lost the Tractor and still has no record of its current whereabouts.

FOR A FIRST CAUSE OF ACTION AS TO DEFENDANT AGCO CORP.
(Breach of express warranty)

80. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

81. AGCO warranted that the goods were "free from defects in material and workmanship" and warranted that its 4700 series of tractors were covered for "TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST."

82. Additionally, AGCO warranted that "the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, any defective engine casting, transmission casting, drive axle casting, and/or components enclosed within these castings for an additional (12) month period provided that the tractor has not been used for more than 2000 hours, whichever comes first.

83. In an email dated January 14, 2021, AGCO's representative confirmed that AGCO had provided an extended warranty for the Tractor.

84. By attempting to disclaim all other warranties, AGCO made its warranty the exclusive remedy available to the Plaintiff.

85. When circumstances cause an exclusive remedy to fail of its essential purpose such that one or both parties are deprived of the substantial value of the bargain, the general remedy provisions of the Uniform Commercial Code must apply.

86. The Plaintiff has suffered damages due to AGCO's inability to correct the Tractor's defects.

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87. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for actual, incidental, and consequential damages.

FOR A SECOND CAUSE OF ACTION AS TO DEFENDANT AGCO CORP.
(Unfair Trade Practices Act Violation)

88. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

89. AGCO engaged in unfair and deceptive acts in the conduct of trade or commerce.

90. AGCO's unfair or deceptive acts affected the public interest.

91. AGCO's procedures demonstrate a potential for repetition.

92. AGCO's procedure of having purchasers of equipment incur the cost of having the equipment towed, even when the repairs are necessitated by defects in the equipment, and repair by AGCO is the exclusive remedy to purchasers, is unfair and has the potential for repetition.

93. The adhesion retail installment contract that AGCO provides its South Carolina dealers has a tendency to deceive and mislead by attempting to disguise disclaimers of warranty in barely legible font.

94. The adhesion retail installment contract that AGCO has provided its South Carolina dealers since 2015 has a tendency to deceive and mislead by charging consumers an arbitrary "administration fee," which allows AGCO dealers to charge hidden "add on" fees.

95. The amount of the fee is not related to actual costs incurred for services rendered by the dealer and varies significantly from dealer to dealer.

96. AGCO's unfair trade practices were willful, offensive to public policy, immoral, unethical, and oppressive.

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97. The Plaintiff has suffered actual, ascertainable damages as a result of AGCO's use of these unfair trade practices.

98. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to an award of treble damages along with a reasonable award of attorney's fees and costs.

FOR A THIRD CAUSE OF ACTION AS TO DEFENDANT AGCO CORP.
(Conversion)

99. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

100. The Plaintiff authorized AGCO to pick up the Tractor to perform repairs, and in exchange for providing a loaner tractor.

101. The Plaintiff owned the Tractor, free and clear of any lien or encumbrance, when AGCO picked up the Tractor on April 28, 2021.

102. In "Defendant AGCO Corp.'s Responses to the Plaintiff's First Set of Interrogatories," # 26 – 28, a copy of which is attached hereto and incorporated herein by reference as Exhibit C, AGCO admits:

a. AGCO lost the Tractor shortly after April 28, 2021;

b. AGCO has no knowledge of any repairs that were performed on the Tractor; and

c. The present location of the Tractor remains unknown.

103. AGCO never provided a loaner tractor as promised.

104. AGCO's conduct constitutes the wrongful taking and/or detention of the Plaintiff's property.

105. As a direct and proximate result of AGCO's conversion, the Plaintiff has been denied the use and enjoyment of the Tractor and has been otherwise damaged as set forth herein.

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106. The Plaintiff is entitled to judgment for actual and punitive damages including prejudgment interest.

FOR A FOURTH CAUSE OF ACTION AS TO DEFENDANT AGCO CORP.
(Negligent Bailment)

107. Each and every allegation is realleged herein in the same manner and to the same extent as if repeated.

108. The Plaintiff authorized AGCO to pick up the Tractor for the express purpose of performing repairs.

109. On April 28, 2021, AGCO picked up the Tractor and transported it to an unknown location.

110. As a result, a bailment relationship arose by operation of law between the Plaintiff and AGCO.

111. AGCO, as the recipient of the Plaintiff's tractor, undertook the obligation to exercise reasonable care in the storage and safekeeping of the Plaintiff's property, and to redeliver it upon completion of the repairs.

112. AGCO breached the above duties by failing to account for the location of the Plaintiff's tractor shortly after April 28, 2021, and ultimately, by conceding that the current whereabouts of the Tractor are still unknown.

113. As a result of AGCO's breach of its duties pursuant to the bailment arrangement, the Plaintiff has suffered actual damages.

114. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for all losses that are the natural consequence and proximate result of AGCO's negligence.

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FOR A FIFTH CAUSE OF ACTION AS TO DEFENDANT AGCO CORP.
AND A FIRST CAUSE OF ACTION AS TO DEFENDANT AGCO FINANCE, LLC
(Civil Conspiracy)

115. Each and every allegation is realleged herein in the same manner and to the same extent as if repeated.

116. Defendants AGCO and AGCO Finance entered into an agreement to commit an unlawful act.

117. Specifically, the Defendants conspired to draft, distribute, and assign adhesion contracts containing unconscionable terms with the intention to mislead and deceive consumers in South Carolina in the course of offering financing for agricultural equipment.

118. These adhesion contracts required consumers to pay bogus "administration fees," the sole purpose of which was to generate additional revenue for the Defendants.

119. Defendant AGCO has distributed the retail installment contracts to its dealers since 2015, and AGCO dealers have executed the contracts with customers before assigning them to Defendant AGCO Finance.

120. The Plaintiff has suffered damages proximately resulting from the Defendants' civil conspiracy.

FOR A SECOND CAUSE OF ACTION AS TO DEFENDANT AGCO FINANCE, LLC
(Unfair Trade Practices Act Violation)

121. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

122. AGCO Finance engaged in unfair or deceptive acts in the conduct of trade or commerce.

123. AGCO Finance's unfair or deceptive acts affected the public interest.

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124. AGCO Finance's acts have the potential for repetition.

125. AGCO Finance's practice of charging an administrative fee that it is not authorized by statute, and which bears no relationship to the costs of closing, and which AGCO Finance admits may be a pure means of creating additional profit, is unfair and creates a potential for repetition.

126. AGCO Finance's unfair trade practices were willful, offensive to public policy, immoral, unethical, and oppressive.

127. The Plaintiff has suffered actual, ascertainable damages as a result of AGCO Finance's use of the above-described unfair trade practices.

128. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to an award of treble damages along with a reasonable award of attorney's fees and costs.

WHEREFORE, the Plaintiff prays for actual damages, incidental damages, consequential damages, treble damages, a reasonable award of attorney's fees, the costs of this action, and for such other and further relief as the Court may deem just and proper.

STUDEMEYER LAW FIRM, P.C.

/s/ Ryan G. Studemeyer

J. Gregory Studemeyer
S.C. Bar # 5416
Ryan G. Studemeyer
S.C. Bar # 102578
7478 Carlisle Street
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Irmo, S.C. 29063
(803) 393-4399
Attorneys for the Plaintiff

Irmo, South Carolina

March 10, 2023

EXHIBIT A

ELECTRONICALLY FILED - 2023 Apr 12 1:40 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

RETAIL INSTALMENT CONTRACT AND SECURITY AGREEMENT (Agricultural and Commercial Use)

1-500465 Seng 10

AGCO Finance LLC ("Assignee")

Commitment Number T044219

BUYER		SELLER	
CONTRACT NUMBER		DEALER CODE	009078.0100
NAME	ESWIN ARIEL AGUILAR-PINEDA	CONTRACT DATE	04/24/19
ADDRESS	238 RIMER POND RD	NAME	NANCE TRACTOR & IMPLEMENT INC
CITY & STATE	BLYTHEWOOD SC	CITY & STATE	MCCONNELLS SC
ZIP CODE	29016 TELEPHONE NO (803)238-9083	ZIP CODE	29726
EMAIL ADDRESS			

PAYMENT SCHEDULE – EQUAL INSTALMENTS:			IRREGULAR INSTALMENTS:	PAY INSTALMENTS TO:
Monthly - ☒	Quarterly - ☐	Semiannual - ☐	Annual - ☐	Irregular instalments are due as follows:	AGCO Finance LLC P.O. Box 9263 Des Moines, IA 50306-9263
Number of Payments	Amount of Each Payment	First Payment Date		
36	$ 1,688.16	06/01/19		

DESCRIPTION OF PURCHASED MACHINERY / COLLATERAL: Note: Machinery described below as "New" does not necessarily mean the Machinery was manufactured in the current year.

NEW/ USED	MAKE AND MODEL NUMBER	SERIAL NUMBER	DESCRIBE PROPERTY PURCHASED	CASH PRICE
N	MASSEY FERGUSON MF4707	MCO4084J5235018	TRACTOR/LOADER	51,200.00

DESCRIPTION OF TRADE-IN MACHINERY: Except as otherwise disclosed below, Buyer represents and warrants that trade-in property is free and clear of all security agreements, liens and encumbrances.

MAKE AND MODEL NUMBER	SERIAL NUMBER	TRADE-IN ALLOWANCE	LESS OWING	NET TRADE-IN

ANALYSIS OF SALE

Cash Price	1.	51,200.00
Sales Taxes	2.	.00
Total Cash Price (1+2)	3.	51,200.00
Cash Down Payment	4.	.00
Net Trade-In	5.	.00
Total Down Payment (4+5)	6.	.00
Unpaid Balance of Total Cash Price (3-6)	7.	51,200.00
Other Charges:		
a. Physical Damage Insurance	8.	1,548.29
b. Filing Fees	9.	8.00
c. Administration Fee	10.	175.00
d. Other (describe)	11.	.00
Total Other Charges (8+9+10+11)	12.	1,731.29
Amount Financed (Basic Time Price) (7+12)	13.	52,931.29
Finance Charge (Time-Price Differential)	14.	4,170.47
Total of Payments (Time-Price Balance) (13+14)	15.	57,101.76
Total Credit Sale Price (3+12+14)	16.	57,101.76
Deferred Finance Charge Rate	17.	4.990 %

Pursuant to the terms of this contract (this "Contract"), the undersigned Buyer (if more than one, jointly and severally), having been quoted a Time Price and a lower Cash Price, hereby purchases the property described above (the "Machinery") from the undersigned Seller for the Total Credit Sale Price indicated in the Analysis of Sale, subject to the terms and conditions hereunder and on the pages that follow and promises to make the Total of Payments as set forth above.

This space left intentionally blank

ADDITIONAL TERMS AND CONDITIONS

Precomputed Contract. This is a precomputed contract. This means that the Total of Payments is computed in advance assuming all payments are made when due. The Total of Payments is comprised of the Amount Financed and the Deferred Finance Charge. The Deferred Finance Charge is also determined in advance assuming an annual interest rate of 4.990 % beginning on 05/01/19.

Administration Fee. Buyer agrees to pay a fee of $ 175.00. Buyer understands that all or a portion of this fee may be shared between the Assignee and the Seller and that Assignee and Seller may make a profit on this fee.

Late Payments and Dishonored Payments. Each instalment past due more than 10 days shall be subject to a late charge accrued at an interest rate equal to 1.75% per month from the due date until paid or $1, whichever is greater. In the event any check or other form of payment made by Buyer is returned for any reason, Buyer agrees to pay Seller the lesser of $30 or the maximum amount permitted by law. Such amount shall, as specified by Seller, be paid on demand or be added to the Total of Payments payable hereunder and Buyer promises to pay the resulting increase in the instalments. In no event shall amounts chargeable hereunder exceed the maximum amount permitted under applicable law.

Prepayment Penalty. Buyer may prepay this Contract in whole or in part at any time without penalty.

Insurance. Buyer ☒ does or ☐ does not elect to obtain physical damage insurance for the Machinery through a group policy arranged by Assignee. By signing below, Buyer acknowledges having read the accompanying Customer Agreement to Provide Physical Damage Insurance, Buyer understands the terms contained therein and represents that information contained therein related to Buyer is true and correct.

Following assignment of this Contract, all references to "Seller" in this Contract shall be deemed references to "Assignee." Buyer acknowledges that Seller is not the agent of Assignee, that any representations or warranties made by Seller are not binding on Assignee, and that Seller does not have the authority to modify any term or provision of this Contract subsequent to assignment of this Contract by Seller.

NOTICE TO BUYER

1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COMPLETELY FILLED IN COPY OF THIS CONTRACT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
2. UNDER THE LAW, YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE; (B) TO REDEEM THE PROPERTY IF REPOSSESSED FOR A DEFAULT WITHIN THE TIME PROVIDED BY LAW; (C) TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSSESSED.
3. BUYER ACKNOWLEDGES HAVING READ THE ENTIRE CONTRACT (INCLUDING THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ON PAGE 2) AND ACKNOWLEDGES RECEIPT OF A TRUE COPY AT THE TIME OF ITS EXECUTION.

BUYER	SELLER
Buyer's Name: ESWIN ARIEL AGUILAR-PINEDA	Seller's Name: NANCE TRACTOR & IMPLEMENT INC
Signature: Eswin Ariel Aguilar Pineda	Signature: [signature]
Print Name:	Print Name: [illegible] Title: Sales

AF 9008 (Rev) (02/15)

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ADDITIONAL TERMS AND CONDITIONS

1. Delivery and Acceptance: Buyer acknowledges receipt of the Machinery in good order and condition and, to the extent permitted by applicable law, waives any and all rights Buyer may have to rescind this Contract, reject the Machinery or revoke acceptance of the Machinery.

2. Disclaimer of Warranties (Except Residents of Kansas): BUYER AGREES TO ACCEPT THE MACHINERY IN ITS AS-IS, WHERE-IS CONDITION WHEN DELIVERED AND ACKNOWLEDGES THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS PROVIDED BY SELLER OR ASSIGNEE TO BE APPLICABLE TO THIS CONTRACT OR THE MACHINERY. ANY ACTION FOR BREACH OF WARRANTY MUST BE COMMENCED WITHIN THIRTEEN (13) MONTHS FOLLOWING DELIVERY.

3. Grant of Security Interest under the Uniform Commercial Code. In order to secure payment of the indebtedness contained herein and for all other amounts due or to become due hereunder and for each and every other obligation now or hereafter owing by Buyer to Seller and/or Assignee, the undersigned Buyer hereby grants to Seller a security interest in the Machinery, including the proceeds thereof, together with all repairs, replacements and accessories now or thereafter appertaining thereto until all indebtedness is paid in full.

4. Assignment; Acknowledgements of Buyer: Buyer may not assign the Contract without Seller's prior written consent. No assignment or extension hereof or of any interest herein, or loss, injury or destruction of Machinery shall release Buyer from its obligations hereunder. Seller may assign this Contract in whole or in part and Assignee shall succeed to all Seller's rights hereunder, but shall have none of Seller's obligations. Buyer's obligation to pay directly to Assignee any amounts payable hereunder is absolute and unconditional under all circumstances and is not subject to any abatement, reduction, setoff, recoupment, claim, defense or counterclaim of any kind or for any reason whatsoever, all of which are hereby expressly waived by Buyer as against Assignee. Buyer shall not assert against Assignee any claim, defense, setoff, reduction, dispute, recoupment or counterclaim of any kind or for any reason whatsoever which Buyer may have against Seller or manufacturer of the property. IN NO CASE SHALL SELLER OR ASSIGNEE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE MACHINERY, THE CLAIMS OF THIRD PARTIES AND INJURY TO THE MACHINERY. Buyer further acknowledges each of the following: (a) Assignee is not the manufacturer of the Machinery or the manufacturer's agent or a dealer therein; (b) the Machinery is of a size, design, capacity, description and manufacturer selected by Buyer; (c) Buyer is satisfied that the Machinery is fit for Buyer's purposes; (d) Assignee has no knowledge or information regarding the condition or suitability of the Machinery for Buyer's purposes; and (e) Assignee has relied upon Buyer's warranties, agreements and covenants herein.

5. Representations, Warranties and Covenants: Buyer represents, warrants and covenants that: (a) the trade-in property, if any, is free and clear of all security agreements, liens and encumbrances; (b) if Buyer is a legal entity, it is duly organized, validly existing and in good standing under applicable law; (c) this Contract is a legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with the terms hereof and does not violate or create a default under any other instrument or agreement to which Buyer is a party; (d) there are no pending or threatened actions or proceedings before any court of administrative agency that could have a material adverse effect on Buyer, the Machinery, or this Contract; (e) Buyer will comply in all respects with all Federal, state and local laws and regulations the violation of which could have a material adverse effect upon the Machinery or Buyer's performance of its obligations under this Contract; (f) Buyer will provide to Seller such other information and documents as Seller may reasonably request; (g) the Machinery is purchased for agricultural or commercial purposes and not for personal, family or household purposes; and (h) all of the Machinery is tangible personal property and will not be attached or affixed to real property in any manner. Buyer's representations, warranties and covenants shall survive completion of this Contract and Buyer agrees to indemnify and hold Seller and/or Assignee harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees resulting from breach of any of the foregoing.

6. Use, Location and Maintenance of Machinery: Buyer shall keep the Machinery free of all liens, taxes, encumbrances and actions at law. Buyer shall not use the Machinery illegally or damage, abuse, misuse, abandon or lose the Machinery. Buyer shall not sell, lease, rent, abandon, transfer, or otherwise dispose of any interest in the Machinery and shall not move it outside of the contiguous 48 states of the United States. Buyer shall notify Seller of each change in the place where the Machinery is located or used and of any change in the state of Buyer's location (as such term is defined in the Uniform Commercial Code) not more than 20 days following each change of location. Seller may, at any time before or after default, enter any premises under Buyer's control to inspect the Machinery.

7. Insurance: Buyer shall purchase and maintain, at Buyer's expense, standard all-risk type property damage insurance for the actual cash value of the Machinery with a maximum deductible equal to the greater of $500.00 or five percent (5.0%) of the adjusted loss in a form and from an insurer satisfactory to Seller and shall keep such insurance in effect until full payment of this Contract. Such insurance shall provide Seller with 10 days advance notice of cancellation and name Seller as a loss payee through a Lender's Loss Payable Clause. Buyer hereby irrevocably appoints Seller and Assignee or its servicer or successor, DLL Finance LLC as Buyer's attorney-in-fact (which power shall be deemed coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy and to settle and adjust all claims under any such policy. If Buyer fails to deliver evidence of such a paid-up policy or to furnish other evidence of insurance satisfactory to Seller within 15 days of the date of this Contract or should such insurance be cancelled or allowed to lapse before full payment of this Contract, it is understood that Seller may, but shall not be obligated to, purchase or otherwise provide such insurance, in which case Buyer shall reimburse Seller for the cost thereof, together with interest thereon at the Deferred Finance Charge Rate from the date such insurance was purchased or provided by Seller until paid. Such reimbursement amount and the interest thereon shall, as specified by Seller, either be paid on demand or be added to the Total of Payments, and Buyer promises to pay the resulting increase in the payments. Except as may otherwise be expressly agreed, neither Seller nor Assignee shall have any responsibility to Buyer for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which Buyer may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Assignee or any insurance premium was financed and included in the Analysis of Sale. In no event shall any interest charge under this Contract exceed the maximum amount allowed by law. Buyer acknowledges that Seller and/or Assignee may make a profit on insurance purchased by Seller or Assignee. There is no insurance coverage for personal liability or property damage caused to others.

8. Default; Remedies: Each of the following is a "Default" under this Contract: (a) Buyer fails to make any Payment or any other obligation when due under this Contract or any other agreement with Seller, Assignee, or with any of their affiliates or related parties; (b) Seller deems itself insecure; (c) any representation or warranty made by Buyer proves to be incorrect in any material respect when made; (d) Buyer becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (e) Buyer sells all or substantially all of its assets or property; or (f) Buyer shall suffer a material adverse change in its financial condition or operations. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, Seller, at its option, may: (a) terminate this Contract and/or (b) retain all payments heretofore made by Buyer and declare all indebtedness hereunder, less unearned finance charges, immediately due and payable and Seller shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code and may, without notice, enter any premises where the Machinery may be and take possession thereof and remove the same together with replacements and accessories, or Seller may require Buyer to assemble the property and make it available at a place designated by Seller. In the event Seller seeks to take possession of any or all of the Machinery by court process, Buyer further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security otherwise required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Contract. Further, Buyer confesses judgment for purposes of executory process and waives all notices and delays. Seller may resell certain property at public or private sale with notice to Buyer and the proceeds of any such sale (less reasonable expenses of retaking, repairing, holding, preparing for sale, selling and the like including reasonable attorney's fees and legal expenses) shall be credited upon the amount unpaid. Subject to the provisions of state law, Buyer agrees to pay any deficiency upon demand by Seller, any surplus however, shall be paid to Buyer. Seller may accept partial payments of any sums due hereon without waiving or otherwise modifying the terms of this Contract. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Buyer agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred in connection with any Default.

9. Governing Law; Severability; Waiver of Jury Trial: The law of the state of Buyer's address shown on the first page hereof shall govern all matters relating to the validity, effect and enforcement of this Contract. Any provision hereof invalid in any state shall be inoperative as to such state, but without invalidating the remaining provisions hereof. Buyer expressly waives its right to a trial by jury.

10. UCC Filings: Buyer authorizes Seller to file, at Buyer's expense, financing statements with respect to the Machinery and hereby ratifies and approves any financing statement filed prior to the date of this Contract. Buyer hereby appoints Seller (which Seller may act by or through Assignee or Assignee's servicer) as Buyer's attorney-in-fact to do all acts or things which Seller may deem necessary to protect the title and interest hereunder of Seller and Assignee. This power of attorney is coupled with an interest and is irrevocable. If the Machinery is subject to any certificate of title act, Buyer shall immediately apply for/obtain certificate(s) of title and registration for each item of property being purchased; each certificate shall include listing of a lien in the amount of the Total Cost Sale Price listed in the Analysis of Sale on page one, the name of the lienholder shall be Assignee or such other person as Seller shall direct in writing; and Buyer shall provide Seller with evidence of the continuing effectiveness of such lien as may be reasonably requested from time to time. In addition, Buyer shall deliver or cause to be delivered to Seller the original certificate(s) of title for each item of such property. In Florida only, Florida documentary stamp tax required by law in the amount otherwise in the Analysis of Sale has been paid or will be paid directly to the Department of Revenue. Contractor Registration No. 79-6000286320-8.

11. No Modification; Insertion of Serial Numbers and Model Numbers and Corrections of Errors and Information: No modification or addition to the Contract shall be effective unless agreed upon in writing by the parties. Notwithstanding the foregoing, Buyer authorizes Seller to insert in the Contract the serial number and/or model numbers of the Machinery if unknown at the time this Contract is executed, correct any errors in such numbers reflected in the Contract at the time this Contract is executed and correct any other patent errors in the description of the Machinery reflected in this Contract at the time this Contract is executed; to fill in blanks existing in this Contract at the time this Contract is executed; and to correct any patent errors in this Contract.

12. Financial and Credit Information; Communication with Buyer: Buyer authorizes Seller to obtain credit bureau reports and make other credit inquiries that Seller determines are necessary, without notice to Buyer, to update its information so long as the undersigned has any outstanding indebtedness or obligations owed to Seller or Assignee. Buyer further agrees to provide Seller, promptly after request therefore by Seller, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning Buyer that Seller determines are necessary. Buyer providing as email address and/or telephone number in this Contract or otherwise is Buyer's acknowledgment that Seller may retain Buyer's email address and/or telephone number for further communication with Buyer. Buyer agrees to allow Seller to conduct business with Buyer using email or by calling Buyer, regardless of the purpose of Seller's communication, which may include, without limitation, collections and notices under Buyer's agreements with Seller and/or Assignee. Seller reserves the right to use the method of communication it deems best in interacting with Buyer.

13. Application of Payments; Processing Fee. Payments received may be applied at Seller's discretion to obligations hereunder or to any other indebtedness owed by Buyer to Seller except as directed, if any, appearing on the remittance, and to late charges first and then to the amounts owing. If Buyer requests to make or authorizes a payment via phone, electronically or similarly through Seller, unless otherwise prohibited under applicable law, Buyer agrees to pay all third party expenses associated with processing the payment and a $10 processing fee to Seller, on which Seller may make a profit.

14. Prepayment Refund. Buyer may prepay the full amount of the debt at any time. In the event of prepayment, Buyer may be entitled to a refund of certain unearned finance charges. Unless applicable law requires otherwise, the refund, if any, will be calculated using the actuarial method and Seller will: (a) assume that the debt was paid before the date of prepayment according to the disclosed schedule of payments and that all payments were paid on their due dates; and (b) exclude any administration or origination fee from the refund calculation. If a refund is less than $5.00, no refund will be made to Buyer.

15. Counterparts; Facsimile and Electronic Copies: This Contract may be executed and accepted by Seller in any number of counterparts, including facsimile or electronic mail counterparts. Buyer agrees that a copy of this Contract bearing a signature of Buyer which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. Buyer further agrees to not object to the admissibility of a copy of the Contract bearing a signature of Buyer into evidence under the business records exception to the hearsay rule or based on the best evidence rule or otherwise and expressly waives any right to do so. Notwithstanding the fact that the Contract may be executed in more than one counterpart, the sole execution original of the Contract for purposes of taking possession of the Contract, including without limitation taking possession under UCC 9-330, shall be either: (a) the original of this Contract which bears an original signature of each party to this Contract and which bears the original signature of Assignee accepting the assignment of the Contract or (b) the facsimile, electronic or other counterpart copy of the Contract signed by the parties and bearing the original signature of Assignee accepting the assignment of the Contract, unless the Contract qualifies as electronic chattel paper, in which case UCC 9-105 shall govern to determine control of the single authoritative copy of the Contract.

SELLER'S ASSIGNMENT

For value received, the Seller hereby sells, assigns, and transfers to AGCO Finance LLC (Assignee) all of the Seller's right, title and interest in and to the within Contract and all rights thereunder, together with all the Seller's right, title and interest in and to the property therein described, subject to the terms more fully set out in the Seller's Retail Financing Agreement or the terms of a separate assignment between Seller and Assignee, such assignment to be accepted by Assignee only at its office in Johnston, Iowa.

4-29-19
Date

NANCE TRACTOR & IMPLEMENT INC
Seller's Name

By: _____
Authorized Signature

ASSIGNEE ACCEPTANCE

Assignee hereby accepts Seller's assignment of the within Contract in Johnston, Iowa.

4/29/19
Date

AGCO Finance LLC By: _____
Authorized Signature

AF 5000 (09/18)

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EXHIBIT B

ELECTRONICALLY FILED - 2023 Apr 12 1:40 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

ELECTRONICALLY FILED - 2023 Apr 12 1:40 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Lessor	Ctrct No	Book Dt	Total Collected	Admin Fee received by AGCC Finance	Dealer Add on fee	Dealer Name
1	001-0500733-000	5/2/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0500957-000	5/8/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502198-000	5/13/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0502204-000	5/21/2019 0:00	$150.00	$150.00	$0.00	YOUNGBLOOD MOTOR CO INC
1	001-0502243-000	5/10/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502415-000	5/15/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0502636-000	5/18/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0502654-000	5/18/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502756-000	5/22/2019 0:00	$150.00	$150.00	$0.00	YOUNGBLOOD MOTOR CO INC
1	001-0502759-000	5/21/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502777-000	5/23/2019 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0502800-000	5/22/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0502997-000	5/25/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0503069-000	5/29/2019 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0503076-000	6/4/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0503242-000	5/30/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0503377-000	5/31/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0503609-000	6/5/2019 0:00	$174.70	$149.70	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0503688-000	6/7/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0503888-000	6/12/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0503903-000	6/12/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0503973-000	6/13/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504105-000	6/17/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504298-000	6/20/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504311-000	6/20/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0504366-000	6/21/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0504422-000	6/26/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0504515-000	6/25/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504701-000	6/27/2019 0:00	$150.00	$150.00	$0.00	WALLA WALLA FARM CENTER LLC
1	001-0504735-000	6/27/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0504741-000	6/27/2019 0:00	$341.55	$149.55	$192.00	HERRINGTON INC
1	001-0504840-000	7/1/2019 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1	001-0505058-000	7/3/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0505593-000	7/18/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0505607-000	7/17/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0505876-000	7/24/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0506444-000	8/12/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0506445-000	8/8/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0506682-000	8/15/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0506849-000	8/20/2019 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1	001-0506933-000	8/22/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0507094-000	8/26/2019 0:00	$0.00	$0.00	$0.00	HERRINGTON INC
1	001-0507139-000	8/27/2019 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1	001-0507174-000	8/28/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0507330-000	9/3/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0507604-000	9/11/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0507725-000	9/12/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0507769-000	9/17/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0508021-000	9/20/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0508045-000	9/23/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0508105-000	9/24/2019 0:00	$149.71	$149.71	$0.00	TYLER EQUIPMENT CO INC
1	001-0508132-000	9/24/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC

1 001-0508165-000	9/24/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0508307-000	9/26/2019 0:00	$249.36	$150.00	$99.36	ZIEGLER INC
1 001-0508344-000	9/27/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0508353-000	9/27/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0508378-000	9/28/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0508428-000	9/30/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0508487-000	9/30/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0508605-000	10/4/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0508613-000	10/4/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0508643-000	10/4/2019 0:00	$149.93	$149.93	$0.00	POWELL TRACTOR INC
1 001-0508879-000	10/11/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0508885-000	10/11/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0508984-000	10/15/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0509272-000	10/23/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0509702-000	11/5/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0509824-000	11/7/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0509879-000	11/8/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0509928-000	11/14/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0509953-000	11/12/2019 0:00	$149.94	$149.94	$0.00	TYLER EQUIPMENT CO INC
1 001-0509958-000	11/20/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0510142-000	11/18/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0510164-000	11/18/2019 0:00	$368.00	$150.00	$218.00	HERRINGTON INC
1 001-0510167-000	11/18/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0510187-000	11/18/2019 0:00	$149.92	$149.92	$0.00	TYLER EQUIPMENT CO INC
1 001-0510268-000	11/21/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0510580-000	12/6/2019 0:00	$173.99	$148.99	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0510596-000	12/9/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0510598-000	12/2/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0510704-000	12/3/2019 0:00	$521.00	$150.00	$371.00	LAKER FARM IMPLEMENT SERVICE
1 001-0510738-000	12/6/2019 0:00	$150.00	$150.00	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0510839-000	12/9/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0510863-000	12/23/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0510984-000	12/11/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0511137-000	12/16/2019 0:00	$149.64	$149.64	$0.00	TYLER EQUIPMENT CO INC
1 001-0511166-000	12/19/2019 0:00	$433.57	$149.57	$284.00	HERRINGTON INC
1 001-0511170-000	12/17/2019 0:00	$333.70	$149.70	$184.00	HERRINGTON INC
1 001-0511255-000	12/20/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0511258-000	12/19/2019 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0511275-000	12/19/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0511300-000	12/19/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0511406-000	12/20/2019 0:00	$149.59	$149.59	$0.00	HANEY EQUIPMENT COMPANY INC.
1 001-0511463-000	12/23/2019 0:00	$333.85	$149.85	$184.00	HERRINGTON INC
1 001-0511985-000	12/30/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0512131-000	12/31/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0512164-000	12/31/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0512584-000	1/8/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0512831-000	1/15/2020 0:00	$149.80	$149.80	$0.00	POWELL TRACTOR INC
1 001-0513104-000	1/24/2020 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0513186-000	1/29/2020 0:00	$149.49	$149.49	$0.00	TYLER EQUIPMENT CO INC
1 001-0513223-000	1/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0513326-000	1/31/2020 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0513544-000	2/10/2020 0:00	$333.68	$149.68	$184.00	HERRINGTON INC
1 001-0513650-000	4/7/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0513757-000	2/18/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0513776-000	2/18/2020 0:00	$333.48	$149.48	$184.00	HERRINGTON INC
1 001-0513802-000	2/18/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0513892-000	2/20/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0513894-000	2/20/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0513937-000	2/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0514114-000	2/26/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0514177-000	2/28/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0514181-000	2/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0514195-000	2/27/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0514274-000	2/28/2020 0:00	$333.62	$149.62	$184.00	HERRINGTON INC
1 001-0514395-000	3/4/2020 0:00	$349.78	$149.78	$200.00	HERRINGTON INC
1 001-0514412-000	3/4/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0514601-000	3/10/2020 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1 001-0514764-000	3/12/2020 0:00	$341.24	$149.24	$192.00	HERRINGTON INC
1 001-0514844-000	3/16/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0514902-000	3/17/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0515007-000	3/18/2020 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0515159-000	3/23/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0515252-000	3/30/2020 0:00	$149.66	$149.66	$0.00	TYLER EQUIPMENT CO INC
1 001-0515326-000	3/24/2020 0:00	$25.00	$0.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0515369-000	3/25/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0515570-000	3/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0515694-000	3/30/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0515695-000	3/30/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0515824-000	3/31/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0515865-000	4/7/2020 0:00	$25.00	$0.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0515910-000	4/2/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0515992-000	4/3/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0516099-000	4/7/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0516221-000	4/9/2020 0:00	$150.00	$150.00	$0.00	AGCO FINANCE LLC
1 001-0516246-000	4/9/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0516422-000	4/14/2020 0:00	$250.00	$250.00	$0.00	AGCO FINANCE LLC
1 001-0516606-000	4/15/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0516608-000	4/15/2020 0:00	$149.19	$149.19	$0.00	POWELL TRACTOR INC
1 001-0516655-000	4/16/2020 0:00	$149.36	$149.36	$0.00	POWELL TRACTOR INC
1 001-0516660-000	4/16/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0516681-000	4/17/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0516823-000	4/22/2020 0:00	$347.78	$147.78	$200.00	HERRINGTON INC
1 001-0516831-000	4/18/2020 0:00	$349.04	$149.04	$200.00	HERRINGTON INC
1 001-0516872-000	4/20/2020 0:00	$173.68	$148.68	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0516876-000	4/20/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0517198-000	4/24/2020 0:00	$149.34	$149.34	$0.00	TYLER EQUIPMENT CO INC
1 001-0517361-000	4/28/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0517410-000	4/28/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0517449-000	4/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0517469-000	4/30/2020 0:00	$499.31	$149.31	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0517500-000	4/29/2020 0:00	$148.82	$148.82	$0.00	TYLER EQUIPMENT CO INC
1 001-0517707-000	4/30/2020 0:00	$349.34	$149.34	$200.00	HERRINGTON INC
1 001-0517760-000	4/30/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0517767-000	5/13/2020 0:00	$148.30	$148.30	$0.00	TYLER EQUIPMENT CO INC
1 001-0517900-000	5/2/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0517989-000	5/5/2020 0:00	$348.93	$148.93	$200.00	HERRINGTON INC

1 001-0518115-000	5/12/2020 0:00	$149.39	$149.39	$0.00	TYLER EQUIPMENT CO INC
1 001-0518278-000	5/11/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518316-000	5/9/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0518386-000	5/11/2020 0:00	$149.90	$149.90	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0518401-000	5/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0518457-000	5/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518498-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518499-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518500-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518501-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518511-000	5/14/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0518586-000	5/14/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0518652-000	5/14/2020 0:00	$149.12	$149.12	$0.00	TYLER EQUIPMENT CO INC
1 001-0518734-000	5/16/2020 0:00	$149.68	$149.68	$0.00	TYLER EQUIPMENT CO INC
1 001-0518786-000	5/16/2020 0:00	$148.75	$148.75	$0.00	POWELL TRACTOR INC
1 001-0518792-000	5/16/2020 0:00	$148.16	$148.16	$0.00	TRACTOR MART LLC
1 001-0518824-000	5/18/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0518954-000	5/19/2020 0:00	$349.71	$149.71	$200.00	HERRINGTON INC
1 001-0519026-000	5/20/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519092-000	5/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519108-000	5/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519183-000	5/22/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519203-000	5/22/2020 0:00	$349.26	$149.26	$200.00	HERRINGTON INC
1 001-0519273-000	5/22/2020 0:00	$148.93	$148.93	$0.00	POWELL TRACTOR INC
1 001-0519328-000	5/23/2020 0:00	$174.62	$149.62	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519332-000	5/23/2020 0:00	$174.70	$149.70	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519360-000	5/25/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0519379-000	5/26/2020 0:00	$145.83	$145.83	$0.00	POWELL TRACTOR INC
1 001-0519488-000	5/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0519507-000	5/28/2020 0:00	$149.34	$149.34	$0.00	TYLER EQUIPMENT CO INC
1 001-0519595-000	5/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0519610-000	5/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519633-000	5/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519704-000	5/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519852-000	5/29/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0519889-000	5/29/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0519890-000	5/29/2020 0:00	$141.04	$141.04	$0.00	POWELL TRACTOR INC
1 001-0519903-000	5/30/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0519910-000	5/30/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519922-000	5/30/2020 0:00	$148.64	$148.64	$0.00	TYLER EQUIPMENT CO INC
1 001-0520185-000	6/3/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520279-000	6/4/2020 0:00	$349.80	$149.80	$200.00	HERRINGTON INC
1 001-0520307-000	6/24/2020 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0520411-000	6/5/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0520485-000	6/8/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0520493-000	6/9/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0520510-000	6/8/2020 0:00	$349.48	$149.48	$200.00	HERRINGTON INC
1 001-0520527-000	6/8/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520554-000	6/8/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0520630-000	6/9/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0520809-000	6/11/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0520840-000	6/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520868-000	6/11/2020 0:00	$349.32	$149.32	$200.00	HERRINGTON INC

1 001-0520872-000	6/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520881-000	6/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520940-000	6/12/2020 0:00	$349.56	$149.56	$200.00	HERRINGTON INC
1 001-0521047-000	6/16/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0521051-000	6/15/2020 0:00	$148.09	$148.09	$0.00	TYLER EQUIPMENT CO INC
1 001-0521341-000	6/17/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0521429-000	6/18/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0521543-000	6/19/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0521853-000	6/23/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0521862-000	6/23/2020 0:00	$148.44	$148.44	$0.00	TYLER EQUIPMENT CO INC
1 001-0521909-000	6/25/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0522072-000	6/25/2020 0:00	$149.64	$149.64	$0.00	POWELL TRACTOR INC
1 001-0522092-000	6/25/2020 0:00	$349.63	$149.63	$200.00	HERRINGTON INC
1 001-0522135-000	6/25/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0522225-000	6/25/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522370-000	6/26/2020 0:00	$348.65	$148.65	$200.00	HERRINGTON INC
1 001-0522448-000	6/27/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522496-000	6/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522509-000	6/28/2020 0:00	$349.54	$149.54	$200.00	HERRINGTON INC
1 001-0522555-000	6/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522655-000	6/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522729-000	6/30/2020 0:00	$144.11	$144.11	$0.00	TYLER EQUIPMENT CO INC
1 001-0522752-000	6/30/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0522763-000	6/30/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0522807-000	6/30/2020 0:00	$149.85	$149.85	$0.00	TYLER EQUIPMENT CO INC
1 001-0522823-000	7/1/2020 0:00	$349.52	$149.52	$200.00	HERRINGTON INC
1 001-0522951-000	7/20/2020 0:00	$149.10	$149.10	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0522982-000	7/6/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0523118-000	7/8/2020 0:00	$348.76	$148.76	$200.00	HERRINGTON INC
1 001-0523141-000	7/9/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0523165-000	7/9/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0523310-000	7/10/2020 0:00	$149.19	$149.19	$0.00	POWELL TRACTOR INC
1 001-0523364-000	7/13/2020 0:00	$349.36	$149.36	$200.00	HERRINGTON INC
1 001-0523470-000	7/15/2020 0:00	$350.00	$150.00	$200.00	BRUNO'S FARM AND LAWN LLC
1 001-0523611-000	7/16/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0523708-000	7/16/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0523908-000	7/20/2020 0:00	$148.60	$148.60	$0.00	POWELL TRACTOR INC
1 001-0523931-000	7/21/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0524076-000	7/28/2020 0:00	$349.28	$149.28	$200.00	HERRINGTON INC
1 001-0524125-000	7/22/2020 0:00	$349.10	$149.10	$200.00	HERRINGTON INC
1 001-0524143-000	7/24/2020 0:00	$150.00	$150.00	$0.00	SMITH FARM SUPPLY
1 001-0524279-000	7/27/2020 0:00	$148.12	$148.12	$0.00	TYLER EQUIPMENT CO INC
1 001-0524291-000	7/24/2020 0:00	$148.28	$148.28	$0.00	TYLER EQUIPMENT CO INC
1 001-0524476-000	7/28/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0524680-000	7/31/2020 0:00	$149.74	$149.74	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0524715-000	7/30/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0524731-000	7/31/2020 0:00	$149.09	$149.09	$0.00	TYLER EQUIPMENT CO INC
1 001-0524762-000	7/31/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0524931-000	8/11/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0524960-000	8/4/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0524981-000	8/7/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525005-000	8/6/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525050-000	8/6/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0525058-000	8/6/2020 0:00	$348.76	$148.76	$200.00	HERRINGTON INC
1 001-0525064-000	8/6/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525112-000	8/7/2020 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0525141-000	8/18/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525247-000	8/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525276-000	8/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525376-000	8/13/2020 0:00	$349.21	$149.21	$200.00	HERRINGTON INC
1 001-0525378-000	8/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525412-000	8/13/2020 0:00	$149.22	$149.22	$0.00	POWELL TRACTOR INC
1 001-0525430-000	8/14/2020 0:00	$150.00	$150.00	$0.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0525445-000	8/17/2020 0:00	$349.36	$149.36	$200.00	HERRINGTON INC
1 001-0525540-000	8/17/2020 0:00	$450.00	$150.00	$300.00	YOUNGBLOOD MOTOR CO INC
1 001-0525575-000	8/18/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0525584-000	8/20/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525719-000	8/20/2020 0:00	$349.64	$149.64	$200.00	HERRINGTON INC
1 001-0525815-000	8/26/2020 0:00	$174.48	$149.48	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0525829-000	8/24/2020 0:00	$349.91	$149.91	$200.00	HERRINGTON INC
1 001-0525847-000	8/24/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0525902-000	8/25/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525965-000	8/25/2020 0:00	$0.00	$0.00	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0526085-000	8/31/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526221-000	8/29/2020 0:00	$349.08	$149.08	$200.00	HERRINGTON INC
1 001-0526235-000	8/29/2020 0:00	$173.72	$148.72	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526267-000	8/31/2020 0:00	$174.80	$149.80	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526344-000	8/31/2020 0:00	$149.59	$149.59	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0526426-000	9/3/2020 0:00	$145.88	$145.88	$0.00	POWELL TRACTOR INC
1 001-0526482-000	9/2/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0526540-000	9/3/2020 0:00	$174.68	$149.68	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526588-000	9/4/2020 0:00	$349.33	$149.33	$200.00	HERRINGTON INC
1 001-0526636-000	9/8/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526734-000	9/9/2020 0:00	$349.89	$149.89	$200.00	HERRINGTON INC
1 001-0526877-000	9/15/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0526928-000	9/14/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0527047-000	9/16/2020 0:00	$349.28	$149.28	$200.00	HERRINGTON INC
1 001-0527063-000	9/16/2020 0:00	$399.24	$149.24	$250.00	YOUNGBLOOD MOTOR CO INC
1 001-0527085-000	9/17/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0527233-000	9/21/2020 0:00	$349.50	$149.50	$200.00	HERRINGTON INC
1 001-0527363-000	9/22/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0527419-000	9/23/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0527442-000	9/23/2020 0:00	$148.99	$148.99	$0.00	TRACTOR MART LLC
1 001-0527559-000	10/19/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0527818-000	9/30/2020 0:00	$150.00	$150.00	$0.00	BARNES EQUIPMENT INC
1 001-0527979-000	10/2/2020 0:00	$174.44	$149.44	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0527989-000	10/5/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528020-000	10/5/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0528042-000	10/5/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528050-000	10/5/2020 0:00	$148.76	$148.76	$0.00	POWELL TRACTOR INC
1 001-0528072-000	10/6/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528097-000	10/6/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528098-000	10/6/2020 0:00	$347.33	$147.33	$200.00	HERRINGTON INC
1 001-0528362-000	10/12/2020 0:00	$173.50	$148.50	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528390-000	10/13/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0528459-000	10/14/2020 0:00	$149.50	$149.50	$0.00	POWELL TRACTOR INC

1 001-0528552-000	10/15/2020 0:00	$348.90	$148.90	$200.00	HERRINGTON INC	
1 001-0528617-000	10/19/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0528770-000	10/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0528820-000	10/22/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0529096-000	10/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529300-000	11/2/2020 0:00	$348.15	$148.15	$200.00	HERRINGTON INC	
1 001-0529358-000	11/3/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529483-000	11/6/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0529555-000	11/9/2020 0:00	$174.82	$149.82	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529562-000	11/23/2020 0:00	$349.50	$149.50	$200.00	HERRINGTON INC	
1 001-0529568-000	11/10/2020 0:00	$149.69	$149.69	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529588-000	11/10/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529593-000	11/10/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529656-000	11/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529726-000	11/25/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529744-000	11/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0529909-000	11/18/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529926-000	11/18/2020 0:00	$149.16	$149.16	$0.00	POWELL TRACTOR INC	
1 001-0530026-000	11/23/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0530109-000	11/24/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.	
1 001-0530134-000	11/24/2020 0:00	$149.44	$149.44	$0.00	POWELL TRACTOR INC	
1 001-0530167-000	11/25/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0530308-000	11/30/2020 0:00	$149.56	$149.56	$0.00	TYLER EQUIPMENT CO INC	
1 001-0530333-000	12/7/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0530461-000	12/3/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0530479-000	12/3/2020 0:00	$349.31	$149.31	$200.00	HERRINGTON INC	
1 001-0530525-000	12/4/2020 0:00	$348.90	$148.90	$200.00	HERRINGTON INC	
1 001-0530662-000	12/8/2020 0:00	$149.08	$149.08	$0.00	POWELL TRACTOR INC	
1 001-0530663-000	12/8/2020 0:00	$149.00	$149.00	$0.00	POWELL TRACTOR INC	
1 001-0530690-000	12/8/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0530827-000	12/11/2020 0:00	$349.16	$149.16	$200.00	HERRINGTON INC	
1 001-0530859-000	12/14/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0530957-000	12/13/2020 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT	
1 001-0530987-000	12/15/2020 0:00	$349.42	$149.42	$200.00	HERRINGTON INC	
1 001-0531182-000	12/18/2020 0:00	$174.52	$149.52	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0531316-000	12/22/2020 0:00	$348.84	$148.84	$200.00	HERRINGTON INC	
1 001-0531453-000	12/23/2020 0:00	$348.77	$148.77	$200.00	HERRINGTON INC	
1 001-0531680-000	12/29/2020 0:00	$149.28	$149.28	$0.00	TRACTOR MART LLC	
1 001-0531681-000	12/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0531738-000	12/29/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0531767-000	12/30/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0531856-000	12/30/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0531890-000	12/30/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0532069-000	12/31/2020 0:00	$149.90	$149.90	$0.00	TYLER EQUIPMENT CO INC	
1 001-0532247-000	1/7/2021 0:00	$100.00	$100.00	$0.00	HERRINGTON INC	
1 001-0532273-000	1/7/2021 0:00	$349.26	$149.26	$200.00	HERRINGTON INC	
1 001-0532309-000	1/8/2021 0:00	$348.42	$148.42	$200.00	HERRINGTON INC	
1 001-0532316-000	1/8/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0532514-000	1/14/2021 0:00	$148.21	$148.21	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0532648-000	1/20/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0532674-000	1/20/2021 0:00	$174.56	$149.56	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0532719-000	1/28/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0532750-000	1/22/2021 0:00	$349.68	$149.68	$200.00	HERRINGTON INC	

1 001-0532786-000	1/25/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0532789-000	1/22/2021 0:00	$349.28	$149.28	$200.00	HERRINGTON INC
1 001-0532953-000	1/28/2021 0:00	$173.20	$148.20	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0533004-000	1/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0533063-000	1/29/2021 0:00	$25.00	$0.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0533067-000	2/3/2021 0:00	$148.76	$148.76	$0.00	TYLER EQUIPMENT CO INC
1 001-0533110-000	2/1/2021 0:00	$149.88	$149.88	$0.00	POWELL TRACTOR INC
1 001-0533137-000	2/2/2021 0:00	$174.41	$149.41	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0533141-000	2/2/2021 0:00	$153.52	$128.52	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0533152-000	2/3/2021 0:00	$149.54	$149.54	$0.00	POWELL TRACTOR INC
1 001-0533412-000	2/10/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0533453-000	2/11/2021 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1 001-0533492-000	2/12/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0533509-000	2/12/2021 0:00	$149.20	$149.20	$0.00	TYLER EQUIPMENT CO INC
1 001-0533572-000	2/15/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0533576-000	2/15/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0533817-000	2/22/2021 0:00	$349.24	$149.24	$200.00	HERRINGTON INC
1 001-0533952-000	2/24/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0534065-000	2/26/2021 0:00	$348.76	$148.76	$200.00	HERRINGTON INC
1 001-0534104-000	3/1/2021 0:00	$149.25	$149.25	$0.00	TRACTOR MART LLC
1 001-0534148-000	2/26/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534170-000	2/26/2021 0:00	$348.43	$148.43	$200.00	HERRINGTON INC
1 001-0534318-000	3/2/2021 0:00	$348.80	$148.80	$200.00	HERRINGTON INC
1 001-0534455-000	3/4/2021 0:00	$273.74	$148.74	$125.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534583-000	3/5/2021 0:00	$174.03	$149.03	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534704-000	3/9/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534733-000	3/9/2021 0:00	$274.05	$149.05	$125.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534772-000	3/9/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0534777-000	3/10/2021 0:00	$149.65	$149.65	$0.00	POWELL TRACTOR INC
1 001-0534834-000	3/10/2021 0:00	$173.67	$148.67	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534907-000	3/11/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0535024-000	3/12/2021 0:00	$148.93	$148.93	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0535050-000	3/12/2021 0:00	$173.52	$148.52	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0535287-000	3/17/2021 0:00	$146.36	$146.36	$0.00	TRACTOR MART LLC
1 001-0535308-000	3/18/2021 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1 001-0535491-000	3/23/2021 0:00	$149.36	$149.36	$0.00	POWELL TRACTOR INC
1 001-0535513-000	3/22/2021 0:00	$275.00	$150.00	$125.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0535563-000	3/22/2021 0:00	$349.31	$149.31	$200.00	HERRINGTON INC
1 001-0535595-000	3/23/2021 0:00	$275.00	$150.00	$125.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0535695-000	3/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0535713-000	3/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0535851-000	3/25/2021 0:00	$149.72	$149.72	$0.00	POWELL TRACTOR INC
1 001-0535876-000	3/25/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0535910-000	3/25/2021 0:00	$173.27	$148.27	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0535991-000	3/26/2021 0:00	$149.72	$149.72	$0.00	POWELL TRACTOR INC
1 001-0536364-000	4/2/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0536444-000	3/31/2021 0:00	$348.68	$148.68	$200.00	HERRINGTON INC
1 001-0536459-000	3/31/2021 0:00	$172.17	$147.17	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0536464-000	3/31/2021 0:00	$349.92	$149.92	$200.00	HERRINGTON INC
1 001-0536604-000	4/2/2021 0:00	$348.32	$148.32	$200.00	HERRINGTON INC
1 001-0536619-000	4/2/2021 0:00	$149.76	$149.76	$0.00	TYLER EQUIPMENT CO INC
1 001-0536820-000	4/6/2021 0:00	$249.94	$149.94	$100.00	HERRINGTON INC
1 001-0536936-000	4/7/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC

1 001-0536938-000	4/7/2021 0:00	$147.56	$147.56	$0.00	POWELL TRACTOR INC
1 001-0536945-000	4/7/2021 0:00	$274.27	$149.27	$125.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0536981-000	4/7/2021 0:00	$147.84	$147.84	$0.00	TYLER EQUIPMENT CO INC
1 001-0536990-000	4/9/2021 0:00	$174.20	$149.20	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0537174-000	4/14/2021 0:00	$349.61	$149.61	$200.00	HERRINGTON INC
1 001-0537424-000	4/14/2021 0:00	$149.80	$149.80	$0.00	POWELL TRACTOR INC
1 001-0537433-000	4/15/2021 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0537719-000	4/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0537815-000	4/19/2021 0:00	$148.88	$148.88	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0537894-000	4/20/2021 0:00	$147.87	$147.87	$0.00	POWELL TRACTOR INC
1 001-0537971-000	4/21/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0538011-000	4/22/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0538226-000	4/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0538442-000	4/26/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0538561-000	4/27/2021 0:00	$149.46	$149.46	$0.00	TYLER EQUIPMENT CO INC
1 001-0538688-000	4/29/2021 0:00	$349.92	$149.92	$200.00	HERRINGTON INC
1 001-0538801-000	4/29/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0538942-000	4/30/2021 0:00	$174.92	$149.92	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0538987-000	5/5/2021 0:00	$299.60	$149.60	$150.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0539122-000	5/3/2021 0:00	$148.69	$148.69	$0.00	POWELL TRACTOR INC
1 001-0539127-000	5/3/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0539145-000	5/4/2021 0:00	$148.82	$148.82	$0.00	POWELL TRACTOR INC
1 001-0539202-000	5/4/2021 0:00	$348.64	$149.64	$200.00	HERRINGTON INC
1 001-0539204-000	5/4/2021 0:00	$149.23	$149.23	$0.00	TYLER EQUIPMENT CO INC
1 001-0539282-000	5/5/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0539324-000	5/5/2021 0:00	$348.92	$149.92	$200.00	HERRINGTON INC
1 001-0539345-000	5/5/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0539407-000	5/6/2021 0:00	$149.60	$149.60	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0539454-000	5/7/2021 0:00	$148.96	$148.96	$0.00	TYLER EQUIPMENT CO INC
1 001-0539488-000	5/7/2021 0:00	$225.00	$150.00	$75.00	MM WEAVER INC
1 001-0539625-000	5/10/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0539757-000	5/12/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0539848-000	5/12/2021 0:00	$148.93	$148.93	$0.00	TYLER EQUIPMENT CO INC
1 001-0539957-000	5/14/2021 0:00	$348.36	$148.36	$200.00	HERRINGTON INC
1 001-0540053-000	5/17/2021 0:00	$174.76	$149.76	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0540055-000	5/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0540086-000	5/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0540281-000	5/19/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0540297-000	5/19/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0540463-000	5/21/2021 0:00	$174.84	$149.84	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0540554-000	5/24/2021 0:00	$343.43	$148.43	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0540654-000	5/25/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0540676-000	5/25/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0540747-000	5/26/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0540760-000	5/26/2021 0:00	$149.68	$149.68	$0.00	TRACTOR MART LLC
1 001-0540768-000	5/26/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0540769-000	5/26/2021 0:00	$148.44	$148.44	$0.00	POWELL TRACTOR INC
1 001-0540925-000	5/27/2021 0:00	$348.92	$148.92	$200.00	HERRINGTON INC
1 001-0541113-000	6/1/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0541253-000	6/2/2021 0:00	$174.26	$149.26	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0541323-000	6/3/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0541377-000	6/4/2021 0:00	$148.69	$148.69	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0541424-000	6/4/2021 0:00	$174.93	$149.93	$25.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0541443-000	6/4/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0541469-000	6/4/2021 0:00	$145.88	$145.88	$0.00	POWELL TRACTOR INC
1 001-0541497-000	6/7/2021 0:00	$149.48	$149.48	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0541598-000	6/8/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0541613-000	6/8/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0541645-000	6/8/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0541810-000	6/10/2021 0:00	$149.19	$149.19	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0541898-000	6/11/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0542027-000	6/14/2021 0:00	$344.34	$149.34	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0542083-000	6/15/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0542091-000	6/15/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0542297-000	6/18/2021 0:00	$348.84	$148.84	$200.00	HERRINGTON INC
1 001-0542457-000	6/22/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0542470-000	6/23/2021 0:00	$150.00	$150.00	$0.00	PREMIER EQUIP CO ROCKY MOUNT
1 001-0542510-000	6/22/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0542557-000	6/22/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0542706-000	6/30/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0542931-000	6/28/2021 0:00	$149.82	$149.82	$0.00	POWELL TRACTOR INC
1 001-0542943-000	6/29/2021 0:00	$149.86	$149.86	$0.00	WHITE TRACTOR CO
1 001-0543101-000	6/29/2021 0:00	$149.79	$149.79	$0.00	WINSTON TRACTOR COMPANY
1 001-0543216-000	6/30/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0543375-000	7/2/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0543467-000	7/6/2021 0:00	$148.66	$148.66	$0.00	POWELL TRACTOR INC
1 001-0543518-000	7/9/2021 0:00	$0.00	$0.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0543607-000	7/9/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0543960-000	7/15/2021 0:00	$150.00	$150.00	$0.00	WESTERN CAROLINA LAWN & TRACTO
1 001-0544317-000	7/22/2021 0:00	$250.00	$150.00	$100.00	MOSS BROS INC
1 001-0544344-000	7/21/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0544469-000	7/23/2021 0:00	$149.46	$149.46	$0.00	TYLER EQUIPMENT CO INC
1 001-0544603-000	7/27/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0544652-000	7/27/2021 0:00	$347.95	$147.95	$200.00	HERRINGTON INC
1 001-0544723-000	7/28/2021 0:00	$349.62	$149.62	$200.00	HERRINGTON INC
1 001-0544746-000	7/28/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0544841-000	7/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0544845-000	7/30/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0544954-000	7/30/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0545142-000	8/4/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0545326-000	8/10/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0545398-000	8/10/2021 0:00	$174.67	$149.67	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0545443-000	8/20/2021 0:00	$174.59	$149.59	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0545522-000	8/11/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0545628-000	8/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0545659-000	8/13/2021 0:00	$149.63	$149.63	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0545777-000	8/17/2021 0:00	$149.65	$149.65	$0.00	TYLER EQUIPMENT CO INC
1 001-0545796-000	8/17/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0545883-000	8/19/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0545975-000	8/20/2021 0:00	$344.12	$149.12	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0545991-000	8/20/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0546015-000	8/20/2021 0:00	$349.84	$149.84	$200.00	HERRINGTON INC
1 001-0546060-000	8/23/2021 0:00	$344.58	$149.58	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0546191-000	8/24/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0546366-000	8/26/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0546394-000	8/27/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0546537-000	8/30/2021 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1 001-0546548-000	8/30/2021 0:00	$148.99	$148.99	$0.00	POWELL TRACTOR INC
1 001-0546588-000	8/31/2021 0:00	$148.75	$148.75	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0546612-000	8/31/2021 0:00	$149.60	$149.60	$0.00	TYLER EQUIPMENT CO INC
1 001-0546699-000	9/1/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0546772-000	9/2/2021 0:00	$348.84	$148.84	$200.00	HERRINGTON INC
1 001-0546794-000	9/3/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0546802-000	9/3/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0546818-000	9/3/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0546930-000	9/8/2021 0:00	$349.80	$149.80	$200.00	HERRINGTON INC
1 001-0547005-000	9/8/2021 0:00	$148.41	$148.41	$0.00	POWELL TRACTOR INC
1 001-0547010-000	9/9/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0547226-000	9/13/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0547337-000	9/14/2021 0:00	$149.10	$149.10	$0.00	TYLER EQUIPMENT CO INC
1 001-0547352-000	9/14/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0547563-000	9/20/2021 0:00	$344.88	$149.88	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0547692-000	9/21/2021 0:00	$150.00	$150.00	$0.00	ATLAS EQUIPMENT
1 001-0547734-000	9/22/2021 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0547741-000	9/22/2021 0:00	$344.61	$149.61	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0547823-000	9/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0547851-000	9/23/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0547866-000	9/23/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0548153-000	9/29/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0548187-000	9/29/2021 0:00	$349.87	$149.87	$200.00	HERRINGTON INC
1 001-0548208-000	9/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0548210-000	9/30/2021 0:00	$148.40	$148.40	$0.00	POWELL TRACTOR INC
1 001-0548300-000	9/30/2021 0:00	$250.00	$150.00	$100.00	MONTGOMERY TRACTOR SALES INC
1 001-0548312-000	9/30/2021 0:00	$344.68	$149.68	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0548369-000	9/30/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0548418-000	10/1/2021 0:00	$146.94	$146.94	$0.00	POWELL TRACTOR INC
1 001-0548826-000	10/11/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0548828-000	10/12/2021 0:00	$275.00	$150.00	$125.00	JIM'S FARM EQUIPMENT
1 001-0549188-000	10/19/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0549264-000	10/20/2021 0:00	$349.78	$149.78	$200.00	HERRINGTON INC
1 001-0549398-000	10/22/2021 0:00	$343.60	$148.60	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0549619-000	10/27/2021 0:00	$348.86	$148.86	$200.00	HERRINGTON INC
1 001-0549656-000	10/28/2021 0:00	$343.86	$148.86	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0549716-000	10/29/2021 0:00	$149.58	$149.58	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0549741-000	10/29/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0549827-000	11/1/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0550087-000	11/5/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0550242-000	11/10/2021 0:00	$349.40	$149.40	$200.00	HERRINGTON INC
1 001-0550286-000	11/11/2021 0:00	$344.77	$149.77	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0550299-000	11/11/2021 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1 001-0550315-000	11/11/2021 0:00	$149.68	$149.68	$0.00	POWELL TRACTOR INC
1 001-0550618-000	11/18/2021 0:00	$148.95	$148.95	$0.00	WESTERN CAROLINA LAWN & TRACTO
1 001-0550646-000	11/22/2021 0:00	$173.52	$148.52	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0550717-000	11/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0550756-000	11/24/2021 0:00	$149.54	$149.54	$0.00	TRACTOR MART LLC
1 001-0550768-000	11/23/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0550873-000	11/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0550977-000	11/30/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0551001-000	11/30/2021 0:00	$344.80	$149.80	$195.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0551008-000	11/30/2021 0:00	$174.23	$149.23	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0551081-000	12/8/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0551176-000	12/3/2021 0:00	$499.55	$149.55	$350.00	SWIDERSKI EQUIPMENT INC
1 001-0551334-000	12/8/2021 0:00	$149.31	$149.31	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0551434-000	12/9/2021 0:00	$149.92	$149.92	$0.00	TYLER EQUIPMENT CO INC
1 001-0551679-000	12/15/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0551716-000	12/15/2021 0:00	$349.36	$149.36	$200.00	HERRINGTON INC
1 001-0551717-000	12/15/2021 0:00	$145.87	$145.87	$0.00	POWELL TRACTOR INC
1 001-0551805-000	12/16/2021 0:00	$149.46	$149.46	$0.00	TYLER EQUIPMENT CO INC
1 001-0551974-000	12/20/2021 0:00	$149.88	$149.88	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0552031-000	12/21/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0552218-000	12/23/2021 0:00	$344.43	$149.43	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0552220-000	12/23/2021 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0552360-000	12/27/2021 0:00	$149.55	$149.55	$0.00	POWELL TRACTOR INC
1 001-0552474-000	12/28/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0552854-000	12/31/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0552874-000	12/31/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0553075-000	1/5/2022 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0553098-000	1/5/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553104-000	1/6/2022 0:00	$349.92	$149.92	$200.00	HERRINGTON INC
1 001-0553137-000	1/7/2022 0:00	$148.51	$148.51	$0.00	TYLER EQUIPMENT CO INC
1 001-0553146-000	1/7/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553172-000	1/7/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553209-000	1/10/2022 0:00	$148.80	$148.80	$0.00	TYLER EQUIPMENT CO INC
1 001-0553251-000	1/11/2022 0:00	$349.48	$149.48	$200.00	HERRINGTON INC
1 001-0553317-000	1/14/2022 0:00	$349.68	$149.68	$200.00	HERRINGTON INC
1 001-0553404-000	1/18/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553481-000	1/19/2022 0:00	$146.36	$146.36	$0.00	POWELL TRACTOR INC
1 001-0553619-000	1/21/2022 0:00	$349.65	$149.65	$200.00	HERRINGTON INC
1 001-0553656-000	1/24/2022 0:00	$149.06	$149.06	$0.00	TYLER EQUIPMENT CO INC
1 001-0553764-000	1/26/2022 0:00	$148.60	$148.60	$0.00	POWELL TRACTOR INC
1 001-0554180-000	2/4/2022 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1 001-0554295-000	2/9/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0554388-000	2/10/2022 0:00	$149.60	$149.60	$0.00	TYLER EQUIPMENT CO INC
1 001-0554447-000	2/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0554465-000	2/15/2022 0:00	$347.88	$147.88	$200.00	HERRINGTON INC
1 001-0554482-000	2/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0554518-000	2/15/2022 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0554562-000	2/15/2022 0:00	$349.92	$149.92	$200.00	BRUNO'S FARM AND LAWN LLC
1 001-0554618-000	2/16/2022 0:00	$149.89	$149.89	$0.00	TYLER EQUIPMENT CO INC
1 001-0554633-000	2/16/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0554641-000	2/16/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0554695-000	2/21/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0554876-000	2/22/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0554950-000	2/23/2022 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1 001-0554967-000	2/23/2022 0:00	$349.57	$149.57	$200.00	HERRINGTON INC
1 001-0555005-000	2/25/2022 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0555025-000	3/9/2022 0:00	$449.00	$150.00	$299.00	OCMULGEE OUT DOORS INC
1 001-0555123-000	2/25/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0555311-000	3/2/2022 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0555346-000	3/7/2022 0:00	$149.98	$149.98	$0.00	TRACTOR MART LLC
1 001-0555569-000	3/8/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0555668-000	3/9/2022 0:00	$149.02	$149.02	$0.00	TYLER EQUIPMENT CO INC

1 001-0556000-000	3/16/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0556286-000	3/25/2022 0:00	$300.00	$150.00	$-150.00	TYLER EQUIPMENT CO INC	
1 001-0556405-000	3/24/2022 0:00	$140.79	$140.79	$0.00	TYLER EQUIPMENT CO INC	
1 001-0556530-000	3/24/2022 0:00	$349.84	$149.84	$200.00	HERRINGTON INC	
1 001-0556542-000	3/24/2022 0:00	$149.35	$149.35	$0.00	WESTERN CAROLINA LAWN & TRACTO	
1 001-0556618-000	3/25/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0556709-000	3/28/2022 0:00	$149.82	$149.82	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0556800-000	3/30/2022 0:00	$150.00	$150.00	$0.00	MM WEAVER INC	
1 001-0557227-000	4/1/2022 0:00	$149.52	$149.52	$0.00	TYLER EQUIPMENT CO INC	
1 001-0557517-000	4/11/2022 0:00	$149.54	$149.54	$0.00	TYLER EQUIPMENT CO INC	
1 001-0557574-000	4/8/2022 0:00	$149.59	$149.59	$0.00	TRACTOR MART LLC	
1 001-0557604-000	4/8/2022 0:00	$349.42	$149.42	$200.00	HERRINGTON INC	
1 001-0557632-000	4/8/2022 0:00	$349.96	$149.96	$200.00	HERRINGTON INC	
1 001-0557649-000	4/11/2022 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0557686-000	4/11/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0557858-000	4/14/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0557877-000	4/13/2022 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT	
1 001-0557895-000	4/14/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0557930-000	4/14/2022 0:00	$349.88	$149.88	$200.00	HERRINGTON INC	
1 001-0557982-000	4/15/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0558302-000	4/21/2022 0:00	$344.88	$149.88	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0558460-000	4/25/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0558467-000	4/25/2022 0:00	$344.86	$149.86	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0558543-000	4/26/2022 0:00	$350.00	$150.00	$200.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0558601-000	4/26/2022 0:00	$149.58	$149.58	$0.00	HERRINGTON INC	
1 001-0558619-000	4/26/2022 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0558663-000	4/27/2022 0:00	$345.00	$150.00	$195.00	POWELL TRACTOR INC	
1 001-0558846-000	4/29/2022 0:00	$349.84	$149.84	$200.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0558877-000	4/29/2022 0:00	$149.80	$149.80	$0.00	HERRINGTON INC	
1 001-0559026-000	5/2/2022 0:00	$345.00	$150.00	$195.00	N C TRACTOR & FARM SUPPLY	
1 001-0559072-000	5/3/2022 0:00	$150.00	$150.00	$0.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0559235-000	5/5/2022 0:00	$250.00	$150.00	$100.00	KABE CAIN ENTERPRISES, INC.	
1 001-0559542-000	5/16/2022 0:00	$150.00	$150.00	$0.00	MONTGOMERY TRACTOR SALES INC	
1 001-0559797-000	5/23/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0559982-000	5/25/2022 0:00	$0.00	$0.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0560181-000	5/26/2022 0:00	$345.00	$150.00	$195.00	TYLER EQUIPMENT CO INC	
1 001-0560621-000	6/3/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0560653-000	6/3/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0560969-000	6/5/2022 0:00	$150.00	$150.00	$0.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0561028-000	6/9/2022 0:00	$263.00	$150.00	$113.00	TYLER EQUIPMENT CO INC	
1 001-0561047-000	6/10/2022 0:00	$263.00	$150.00	$113.00	MAYER FARM EQUIPMENT LLC	
1 001-0561098-000	6/10/2022 0:00	$345.00	$150.00	$195.00	MAYER FARM EQUIPMENT LLC	
1 001-0561144-000	6/13/2022 0:00	$150.00	$150.00	$0.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0561264-000	6/14/2022 0:00	$345.00	$150.00	$195.00	TRACTOR MART LLC	
1 001-0561276-000	6/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0561587-000	6/21/2022 0:00	$150.00	$150.00	$0.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0562262-000	7/1/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0562691-000	7/13/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0562729-000	7/14/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0562745-000	7/15/2022 0:00	$349.60	$149.60	$200.00	TYLER EQUIPMENT CO INC	
1 001-0562871-000	7/18/2022 0:00	$149.63	$149.63	$0.00	HERRINGTON INC	
1 001-0562877-000	7/18/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0562895-000	7/19/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	

1 001-0562923-000	7/19/2022 0:00	$349.80	$149.80	$200.00	HERRINGTON INC
1 001-0563008-000	7/21/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0563130-000	7/25/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0563148-000	7/26/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0563240-000	7/27/2022 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0563278-000	7/28/2022 0:00	$149.58	$149.58	$0.00	TYLER EQUIPMENT CO INC
1 001-0563285-000	7/29/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
3 003-0517500-000	4/29/2020 0:00	$148.82	$148.82	$0.00	TYLER EQUIPMENT CO INC
3 003-0517767-000	5/13/2020 0:00	$148.30	$148.30	$0.00	TYLER EQUIPMENT CO INC
3 003-0518115-000	5/12/2020 0:00	$149.39	$149.39	$0.00	TYLER EQUIPMENT CO INC
3 003-0519922-000	5/30/2020 0:00	$148.64	$148.64	$0.00	TYLER EQUIPMENT CO INC
3 003-0525005-000	8/6/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
3 003-0525276-000	8/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC

EXHIBIT C

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STATE OF SOUTH CAROLINA COUNTY OF YORK	)	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
Eswin Aguilar, Plaintiff, v. Nance Tractor and Implement, Inc., AGCO Corp., and AGCO Finance, LLC, Defendants.	)	Civil Action No. 2021-CP-46-01792 **DEFENDANT AGCO CORP.'S RESPONSE TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

Defendant, AGCO Corp. ("AGCO"), by and through its counsel, and pursuant to Rule 33, SCRCP hereby answers and responds to Plaintiff's First Set of Interrogatories, dated August 10, 2021, as follows.

INTERROGATORIES

1. **Identify all contracts, photographs, plats, sketches, videotapes, audiotapes, electronic data files, emails, web pages, or other documents or materials now or previously in possession, custody, or control of the Defendant that relate to the Plaintiff.**

ANSWER: Objection—this Interrogatory is overbroad, unduly burdensome, vague, and ambiguous to the extent that it relies on the terminology "all [documents] that relate to the Plaintiff." Moreover, this Interrogatory is not limited in time or scope, as it appears to request identification of any and all documents that relate to Plaintiff, without regard to the dates and time referenced in the Amended Complaint.

Subject to and without waiving this objection, AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to

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the full extent required under the rules of civil procedure when such investigation is complete. At this time, AGCO identifies the following documents:

a) Plaintiff's Amended Complaint;

b) AGCO Limited Warranty Terms and Conditions — United States, Canada, and Mexico Effective for Equipment Retailed and Delivered After January 1, 2019;

c) Retail Installment Contract and Security Agreement dated April 24, 2019;

d) Warranty Registration Records;

e) Maintenance Work Order(s) created by Defendant Nance Tractor and Implement, Inc.; and

f) Electronic correspondence by and between AGCO employees and Plaintiff.

2. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether written or recoded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete. At this time, AGCO identifies the following persons or entities that may possess knowledge or information of any fact or circumstances relevant to the claims or allegations in Plaintiff's Complaint or AGCO's defenses thereto:

Name:	Address:	Summary of Knowledge:
Aguilar, Eswin	Counsel for Plaintiff	Plaintiff is expected to have knowledge about the allegations raised in his Amended Complaint, including, but not limited to, information related to the purchase and repair of the subject tractor.

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Blackwell, Cole	Counsel for Defendant Nance	Mr. Blackwell is expected to have knowledge about his communications about and observations of the subject tractor, his communications about and observations of powertrain warranties, the history of work and repair on the subject tractor, and other relevant information related to the subject tractor.
Hinson, Brittany	Counsel for Defendant Nance	Ms. Hinson is expected to have knowledge about her communications with and observations of Plaintiff, her communications about and observations of the subject tractor, the history of work and repair on the subject tractor, and other relevant information related to the subject tractor. At the times relevant to the Complaint, Ms. Hinson was the Service Manager at Nance; however, she has since moved to the sales division.
Markley, Gale	Counsel for Defendant Nance	Mr. Markley is expected to have knowledge about his communications with and observations of Plaintiff, his communications about and observations of the subject tractor, the history of work and repair on the subject tractor, and other relevant information related to the subject tractor.
Nance, Michael	Counsel for Defendant Nance	Mr. Nance is expected to have knowledge about his communications with and observations of Plaintiff, his communications about and observations of the subject tractor, his communications about and observations of the powertrain warranty, the sale of the subject tractor, the history of work and repair on the subject tractor, the financing of the subject tractor, and other relevant information related to the subject tractor.

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Willis, Jacob	Counsel for Defendant AGCO	Mr. Willis is expected to have knowledge about his communications with and observations of Plaintiff, his communications about and observations of the subject tractor, his communications about and observations of the powertrain warranty, the sale of the subject tractor, the history of work and repair on the subject tractor, the financing of the subject tractor, and other relevant information related to the subject tractor.

Responding further, AGCO directs Plaintiff to the business records produced contemporaneously herewith. AGCO states is not aware of any written or recorded statements taken from the witnesses identified in this answer, or otherwise.

3. For each person known to the Defendant or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the Plaintiff of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: AGCO directs Plaintiff to its response to Interrogatory No. 2 above.

4. Set forth the names and addresses of all insurance companies that have liability insurance coverage relating to the Plaintiffs claims and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER: AGCO objects to this interrogatory on the basis that it seeks information outside its control or custody—specifically, Interrogatory No. 4 seeks information for insurance companies of Defendants AGCO Finance and Nance Tractor, of which AGCO has limited knowledge. Subject to, and without waving said objection, AGCO states that it is not aware of any insurance companies that may have liability insurance coverage relating to the Plaintiff's claims.

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AGCO is self-insured for claims generally related to comprehensive general liability and product liability.

5. Identify the names and addresses of any expert witnesses that Defendant proposes to use during the trial of this case. Set forth the opinion each expert is expected to render and identify the facts and documents relied upon in arriving at their opinion.

ANSWER: AGCO has not yet made a determination as to what expert witness(es) it intends to offer at trial in this matter. AGCO reserves the right to supplement and/or amend this response and disclose the identity of said witnesses, and any relevant information, pursuant to any discovery schedule set forth in this matter and pursuant to the South Carolina Rules of Civil Procedure.

6. Set forth a list of all employees or representatives who communicated with the Plaintiff regarding the Tractor.

ANSWER: AGCO states that Jacob Willis communicated with Plaintiff. AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

7. For each party identified in response to Interrogatory 6, indicate the date and substance of the communications.

ANSWER: In accordance with Rule 33(c), SCRCP, AGCO directs Plaintiff to the business records produced contemporaneously herewith. AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

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8. Set forth a list of all employees or representatives who inspected or performed repairs on the Plaintiffs tractor.

ANSWER: In accordance with Rule 33(c), SCRCP, AGCO directs Plaintiff to the business records produced contemporaneously herewith. AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

9. For each employee or representative identified in response to Interrogatory 8, indicate their mechanical credentials at the time of repairs, including, but not limited to, professional certifications and degrees.

ANSWER: Objection — this Interrogatory is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant evidence. Moreover, this Interrogatory appears to seek information that is completely irrelevant to the claims and defenses at issue in this case. Subject to and without waiving said objection, AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

10. For each employee or representative identified in response to Interrogatory 8, list every AGCO Corp. and/or Massey Ferguson training course, seminar, or other continuing education module consistent with Section 2.10.5 of the MF 4707 Operator's Manual that the employee attended or participated in during the last three (3) years.

ANSWER: Objection — this Interrogatory is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant evidence. Moreover, this Interrogatory appears to seek information that is completely irrelevant to the claims and defenses at issue in this case. Subject to and without waiving said objection, AGCO is still investigating the claims and

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defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

11. Set forth the date on which production of the Massey Ferguson MF 4707 sold to the Plaintiff (Serial Number MC040EJ5236016) was completed.

ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

12. Set forth the date on which the Massey Ferguson MF 4707 sold to the Plaintiff (Serial Number MC040EJ5236016) was transferred to Nance Tractor and Implement, Inc.

ANSWER: In accordance with Rule 33(c), SCRCP, AGCO directs Plaintiff to the business records produced contemporaneously herewith.

13. Set forth a list of any Massey Ferguson dealerships to which the Massey Ferguson MF 4707 sold to the Plaintiff (Serial Number MC040EJ5236016) was transferred prior to being transferred to Nance Tractor and Implement, Inc.

ANSWER: Objection — this Interrogatory is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant evidence. Moreover, this Interrogatory appears to seek information that is completely irrelevant to the claims and defenses at issue in this case.

14. Set forth a list of any occasions on which the Massey Ferguson MF 4707 sold to the Plaintiff (Serial Number MC040EJ5236016) was reacquired due to claims of defects.

ANSWER: Objection — this Interrogatory is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant evidence. Moreover, this Interrogatory appears to seek information that is completely irrelevant to the claims and defenses at issue in this

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case. Subject to and without waiving said objection, AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

15. Set forth a list of all written warranties identified in paragraph 44 of Defendant AGCO Corp.'s Answer to Plaintiffs Complaint.

ANSWER: AGCO directs Plaintiff to the AGCO Limited Warranty Terms and Conditions – United States, Canada, and Mexico.

16. Set forth a list of payments or credits provided to Nance Tractor and Implement, Inc. for repairs performed on the Massey Ferguson MF 4707 sold to the Plaintiff (Serial Number MC040EJ5236016) under AGCO Corp.'s warranties.

ANSWER: Objection — this Interrogatory is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant evidence. Moreover, this Interrogatory appears to seek information that is completely irrelevant to the claims and defenses at issue in this case. Subject to and without waiving said objection, AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

17. Set forth a list of any records in your possession, custody, or control related to the replacement of a tire on the Massey Ferguson MF 4707 sold to the Plaintiff (Serial Number MC040EJ5236016).

ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

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18. Set forth a list of any technical service bulletins issued concerning the Massey Ferguson MF 4707 within the last three (3) years.

ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

19. Set forth a list of agreements entered into with Nance Tractor and Implement, Inc., related to Nance Tractor and Implement, Inc.'s repair obligations.

ANSWER: Objection — this Interrogatory is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant evidence. Moreover, this Interrogatory appears to seek information that is completely irrelevant to the claims and defenses at issue in this case. Subject to and without waiving said objection, AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

20. With regards to paragraph 75 of Defendant AGCO Corp.'s Answer to Plaintiffs Complaint, identify the purpose for which a representative was sent to the Plaintiff's property.

ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

21. With regards to paragraph 75 of Defendant AGCO Corp.'s Answer to Plaintiff's Complaint, identify the representative who was sent to the Plaintiff's property.

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ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

22. With regards to paragraph 80 of Defendant AGCO Corp.'s Answer to Plaintiff's Complaint, identify any payments or credits issued to Nance Tractor and Implement, Inc. in exchange for furnishing a loaner tractor.

ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

23. With regards to paragraph 94 of Defendant AGCO Corp.'s Answer to Plaintiff's Complaint, identify the terms and conditions under which a loaner tractor was offered to the Plaintiff.

ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

24. Identify the role AGCO Corp. played in drafting the retail installment contract form presented to the Plaintiff in connection with his purchase of the Massey Ferguson MF 4707 (Serial Number MC040EJ5236016).

ANSWER: Objection—this Interrogatory is vague and ambiguous with its use of the phrase "role AGCO Corp. played in drafting"—which is subject to multiple meanings and interpretations. Subject to and without waiving said objection, AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be

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supplemented to the full extent required under the rules of civil procedure when such investigation is complete.

25. Identify the parties to whom AGCO Corp. has distributed the above-mentioned retail installment contract form.

ANSWER: AGCO Corp. has not distributed the above-mentioned retail installment contract form to any parties.

26. Please indicate where the Massey Ferguson MF 4707 (Serial Number MC040EJ5236016) sold to Plaintiff was taken on April 28, 2021.

ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete. At this time, AGCO does not know where the subject tractor was taken on April 28, 2021.

27. Set forth a list of the repairs that have been performed on the Massey Ferguson MF 4707 (Serial Number MC040EJ5236016) sold to Plaintiff since April 28, 2021.

ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the rules of civil procedure when such investigation is complete. At this time, AGCO has no knowledge as to what repairs have or have not been performed on the subject tractor since that time.

28. Please indicate where the Massey Ferguson MF 4707 (Serial Number MC040EJ5236016) sold to Plaintiff is currently being held.

ANSWER: AGCO is still investigating the claims and defenses asserted in this lawsuit, and its response to this interrogatory will be supplemented to the full extent required under the

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rules of civil procedure when such investigation is complete. At this time, AGCO is not aware of where the Tractor is currently being held.

29. Set forth a list of documents that have been generated since April 28, 2021 concerning the retrieval and/or repair of the Massey Ferguson MF 4707 (Serial Number MC040EJ5236016) sold to Plaintiff.

ANSWER: Defendant objects to this Interrogatory on the grounds that it seeks or appears to seek information protected by the attorney-client privilege and/or the doctrine of work product immunity. Defendant further objects to this Interrogatory on the grounds that it seeks the mental impressions of its attorneys. The initial complaint in this matter was filed on June 8, 2021, and any documents generated since that time would have been prepared in anticipation of litigation and would be privileged.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

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Attorneys for AGCO Corporation

Charleston, South Carolina

October 13, 2021

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	CASE NO.: 2021-CP-46-01792
	)	
	)	
Eswin Aguilar,	)	
	)	
Plaintiff,	)	**FOURTH AMENDED COMPLAINT**
	)	
v.	)	
	)	
AGCO Corp.,	)	
	)	
Defendant.	)	
	)	

The Plaintiff above named, complaining of the Defendant herein would respectfully show unto the Court:

PARTIES

1. The Plaintiff is a resident of the County of Fairfield, State of South Carolina.

2. Defendant AGCO Corp. (hereinafter referred to as "AGCO") is a foreign corporation organized and existing under the laws of the State of Delaware authorized to do business in the State of South Carolina.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the parties and the subject matter of this action.

4. Upon information and belief, AGCO has no place of business in South Carolina.

5. Venue is proper in Fairfield County pursuant to S.C. Code Ann. § 15-7-30(F)(1) since the most substantial part of the alleged acts or omissions giving rise to these causes of action against AGCO occurred in Fairfield County.

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BACKGROUND

6. AGCO is engaged in the business of designing, manufacturing, and distributing farming equipment of various brands, including Massey Ferguson.

7. In early 2019, the Plaintiff considered purchasing a tractor for mowing his 42-acre tract in Ridgeway, South Carolina, as well as towing a multi-thousand-gallon waterer, and pulling a tiller, amongst other tasks.

8. The Plaintiff planned to cultivate a small tree farm on approximately 2 acres of the 42-acre tract.

9. The Plaintiff visited John Deere and Kubota dealerships to shop for a tractor prior to visiting Nance Tractor and Implement, Inc. (hereinafter, "Nance") in McConnells, South Carolina.

10. Nance is an authorized AGCO dealer.

11. While visiting Nance, the Plaintiff agreed to purchase what was purported to be a "new" 2019 Massey Ferguson MF4707 tractor (hereinafter referred to as "the Tractor") for $51,200.00, as well as a Bush Master MD144 batwing brush cutter (the "Bush Master") for an additional $10,000.00.

12. The Plaintiff had a positive impression of Massey Ferguson tractors, which AGCO advertised as "the last tractor you'll ever need."

13. The Plaintiff understood that the purchase of the Tractor was purportedly accompanied by a manufacturer's warranty, but he was not provided with a copy of the warranty before or at the time of purchase.

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14. The Plaintiff executed a Retail Installment Contract and Security Agreement (hereinafter referred to as "the Contract") on April 24, 2019, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

15. Upon information and belief, AGCO drafted and distributes the Contract to its authorized dealers across multiple states.

16. The Contract is a boilerplate adhesion document used by AGCO dealers in multiple states and intended to be exclusively assigned to AGCO Finance, LLC ("AGCO Finance").

17. The Contract required a signature from a purchaser only on its first page.

18. Included in fine print is a note that machinery described as "new" is not guaranteed to have been manufactured in the current year.

19. Buried in miniscule print on the second page of the Contract is a purported disclaimer of express and implied warranties.

20. The purported disclaimer is neither conspicuous nor set apart from the larger body of text on the second page of the Contract.

21. The Contract additionally purported to bar the recovery of special, incidental, or consequential damages.

22. The limitation of damages clause is neither conspicuous nor set apart from the larger body of text on the second page of the Contract.

23. The Contract also contained a waiver of the right to a jury trial which was neither conspicuous nor set apart from the larger body of text on the second page of the Contract.

24. The Contract included a $175.00 "administration fee."

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25. The Contract did not state a legitimate purpose for the "administration fee," but noted that "all or a portion of this fee may be shared between the Assignee and the Seller and that Assignee and Seller may make a profit on this fee."

26. When AGCO Finance accepts assignment of a retail installment contract from an AGCO dealer in South Carolina, AGCO Finance typically collects $150.00 of the administration fee charged by the dealer, and the dealer may include a hidden "add on" fee as well. *See* list of AGCO dealer transactions involving administrative fees in South Carolina during the last three (3) years produced by AGCO Finance, a copy of which attached hereto and incorporated herein by reference as Exhibit B.

27. The amounts collected by AGCO Finance and the AGCO dealer are not separately disclosed.

28. The AGCO dealer's add-on fee may be up to $350.00.

29. The Contract provided that the Plaintiff could prepay in whole or in part at any time without penalty.

30. The Plaintiff paid for the Bush Master in full by April 26, 2019.

31. The Plaintiff made the following payments for the Tractor: $1,586.16 on May 6, 2019; $40,000.00 on May 14, 2019; and $11,561.11 on June 6, 2019, to pay off the balance owed under the Contract.

32. On or about April 29, 2019, the Tractor and various documents, including an Operator's Manual, were dropped off at the Plaintiff's property in Ridgeway, South Carolina.

33. Almost immediately after delivery, the Plaintiff began to experience problems with the Tractor. In fact, one of the tires was discovered to be damaged just after the Tractor was delivered, and AGCO failed to provide a replacement until July.

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34. On or about October 9, 2019, the Tractor broke down for the first time and an error code appeared on the screen.

35. The Plaintiff contacted Nance and informed it of the breakdown.

36. Plaintiff was required to pay $399.00 to have the Tractor towed to Nance's dealership in McConnells, South Carolina.

37. Nance told the Plaintiff that the Tractor needed a "software update" as part of the repair.

38. A Maintenance Work Order dated November 5, 2019, however, states that Nance "replaced [a] broken gear in [the] transmission housing," and that all of the repairs were covered under the Powertrain Warranty.

39. The Tractor was not returned to the Plaintiff until January 2020.

40. Because of the seasonal nature of the Plaintiff's business, the Plaintiff was unable to fully test out the repairs performed on the Tractor until April of 2020.

41. Beginning in April of 2020, the Plaintiff resumed regular use of the Tractor and began mowing the grass on his 42-acre tract.

42. On July 20, 2020, the Tractor broke down for a second time and displayed the same error code on its screen.

43. The Plaintiff was required to pay $200.00 to have the Tractor towed to Nance's dealership in McConnells, South Carolina.

44. A Maintenance Work Order dated September 28, 2020, states that Nance replaced a broken shaft in the transmission, replaced a fuel gauge, and performed another "software update." Like the previous repair, the Maintenance Work Order stated that all of the repairs were covered under the Powertrain Warranty.

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45. By the time the Tractor was returned in September 2020, the Plaintiff had been deprived of the use of the Tractor for approximately two additional months, during which time the Plaintiff had to pay to have his 42-acre tract mowed on four (4) separate occasions.

46. On or about October 6, 2020, the Plaintiff contacted Nance after discovering that the four-wheel drive function no longer worked, and observing that the Tractor was making "buzzing," "squealing," and "popping" noises.

47. A Maintenance Work Order dated October 15, 2020, states that Nance "fixed 4WD issue" and "replaced bleeder screw." Like the previous repairs, the Maintenance Work Order stated that repairs were covered under the Powertrain Warranty.

48. On October 16, 2020, the Tractor was returned to the Plaintiff.

49. Despite the repairs, the "squealing" sound was still present when the Plaintiff attempted to operate the Tractor.

50. When the Plaintiff contacted Nance about the persisting "squealing" sound emanating from the Tractor, Nance advised him to contact AGCO directly.

51. Although the Plaintiff had financed the "Massey Ferguson" Tractor through AGCO Finance, he was unfamiliar with AGCO, as nothing in the Contract with Nance revealed that the Tractor had been manufactured or distributed by AGCO.

52. The Plaintiff nevertheless proceeded to contact AGCO and request an inspection of the Tractor.

53. On or about October 20, 2020, AGCO dispatched a representative to the Plaintiff's property in Ridgeway, South Carolina.

54. The AGCO representative informed the Plaintiff that the Tractor needed yet another "software update."

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55. The AGCO representative purported to update the software and calibrate the Tractor.

56. Upon hearing the "squealing" sound that Nance had been unable to fix, the AGCO representative stated that it was not normal, and opined that the Tractor needed further repairs.

57. The Tractor was picked up by Nance on or about October 30, 2020, and a loaner tractor was provided to the Plaintiff while Nance attempted further repairs.

58. On January 4, 2021, the Plaintiff emailed Nance and an AGCO representative, Jacob Willis, requesting an update on the status of repairs.

59. The Plaintiff noted in the email that two months had passed without an update.

60. Due to the persisting problems with the Tractor as well as the months of unsuccessful attempts to repair the Tractor under the Powertrain Warranty, during which the Plaintiff was deprived of its use, the Plaintiff requested an additional warranty in writing.

61. A Maintenance Work Order dated January 8, 2021, states that Nance "replaced the hydraulic pump [and] flushed the hydraulic system." Like the previous repairs, the Maintenance Work Order stated the repairs were covered under the Powertrain Warranty.

62. The same day, Jacob Willis of AGCO emailed the Plaintiff to tell him that the Tractor was being inspected and would be returned shortly.

63. On January 10, 2021, the Tractor was returned to the Plaintiff, and the Plaintiff was informed that the Tractor had been reviewed by an AGCO technician.

64. On January 14, 2021, the Plaintiff insisted in an email to Jacob Willis with AGCO that he wanted an extended warranty due to the "new" Tractor's peculiar propensity to break

down every few months and require another "software update" and warned that if the Tractor experienced further mechanical issues, he would need a replacement tractor.

65. Jacob Willis with AGCO responded via email: "The base warranty remains the same date it was when you purchased the tractor. There is no changing that. The extended warranty will run for 1 year longer than the standard warranty."

66. On April 21, 2021, the Tractor broke down again, displaying the same error code on the screen as before and leaking oil. The Plaintiff promptly contacted Jacob Willis with AGCO.

67. On April 22, 2021, Jacob Willis informed the Plaintiff that AGCO would pick up the Tractor for further repairs and provide a loaner tractor in the interim.

68. The Tractor was picked up by AGCO on April 28, 2021.

69. AGCO subsequently insisted that the Plaintiff insure the loaner tractor.

70. The Plaintiff refused to be liable for another AGCO product, so no loaner tractor was provided.

71. AGCO never told the Plaintiff where the Tractor was taken or when it would be returned.

72. AGCO has produced fabricated email correspondence, purporting to be dated July 8, 2021 (#00020), wherein Jacob Willis provided an update on the status of repairs and the whereabouts of the Tractor.

73. In fact, that Jacob Willis email was previously produced by the Plaintiff to Nance (#00069), a copy of which was also provided to AGCO, which indicates that the email was sent on January 8, 2021, when Nance replaced the Tractor's hydraulic pump and flushed the hydraulic system.

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74. Therefore, AGCO did not provide any updates about the progress of the repairs that were purportedly being performed on the Tractor after it was picked up on April 28, 2021.

75. The Plaintiff eventually discovered this his Massey Ferguson tractor had been manufactured in China and page 63 of the Operator's Manual placed the onus on him to request a copy of the warranty from the dealer.

76. The Plaintiff would have never purchased the Tractor if he knew that it had been manufactured in China.

77. Thereafter, the Plaintiff secured copies of the warranty and repair orders from Nance.

78. After months of waiting and no answers, the Plaintiff ordered a substitute Kubota tractor on September 25, 2021.

79. Jacob Willis of AGCO called the Plaintiff in late October of 2021, after this action had been commenced, and the Plaintiff instructed Willis to contact his attorney.

80. Before hanging up, Wilis told the Plaintiff that this action would be unsuccessful because AGCO had more money and would hire more lawyers than the Plaintiff.

81. Jacob Willis of AGCO never contacted Plaintiff's counsel.

82. AGCO never returned or offered to return the Tractor, which it apparently finished repairing in 2022.

FOR A FIRST CAUSE OF ACTION
(Breach of express warranty)

83. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

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84. AGCO warranted that the goods were "free from defects in material and workmanship" and warranted that its 4700 series of tractors were covered for "TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST."

85. Additionally, AGCO warranted that "the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, any defective engine casting, transmission casting, drive axle casting, and/or components enclosed within these castings for an additional (12) month period provided that the tractor has not been used for more than 2000 hours, whichever comes first.

86. In an email dated January 14, 2021, AGCO's representative confirmed that AGCO had provided an extended warranty for the Tractor for one additional year.

87. By attempting to disclaim all other warranties, AGCO made its warranty the exclusive remedy available to the Plaintiff.

88. When circumstances cause an exclusive remedy to fail in its essential purpose such that one or both parties are deprived of the substantial value of the bargain, the general remedy provisions of the Uniform Commercial Code must apply.

89. AGCO's warranty failed in its essential purpose because the Tractor continued to malfunction even after the alleged replacement and/or repair of the defective parts, and the Plaintiff incurred substantial out-of-pocket costs associated with repeatedly having the Tractor towed to Nance.

90. Nance, an authorized AGCO dealer, attempted to make repairs under the Powertrain Warranty which accompanied the purchase of the Tractor on five (5) separate occasions, yet the Tractor never operated consistently during the two-year period after the

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Plaintiff purchased it. Further, the Tractor was in McConnells, South Carolina, undergoing repairs and countless "software updates," for a substantial portion of the two-year period.

91. According to AGCO, it was still tinkering with the Tractor at a dealership in Westminster, South Carolina in late January of 2022, after it was picked up from the Plaintiff's property in Ridgeway on April 28, 2021.

92. The defects substantially affected the value of the Plaintiff's bargain.

93. The Plaintiff has suffered damages due to AGCO's inability to repair the Tractor such that it would conform to the warranted description.

94. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for actual, incidental, and consequential damages.

FOR A SECOND CAUSE OF ACTION
(Conversion)

95. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

96. The Plaintiff authorized AGCO to pick up the Tractor to perform repairs on April 22, 2021, and AGCO arrived to pick up the Tractor on April 28, 2021.

97. The Plaintiff requested that AGCO provide a loaner tractor while the Tractor was being repaired.

98. AGCO refused to provide a loaner tractor unless the Plaintiff agreed to insure it, which the Plaintiff refused based on the defective AGCO product he already owned.

99. No loaner tractor was provided by AGCO.

100. AGCO never told the Plaintiff where the Tractor was being taken or provided any timeline for repairs.

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101. The Plaintiff owned the Tractor, free and clear of any lien or encumbrance, when AGCO picked up the Tractor on April 28, 2021.

102. AGCO failed to account for the location of the Tractor or produce any repair records for approximately two and a half years.

103. AGCO claims that the Tractor was in Westminster, South Carolina, and that repairs were ongoing as of January of 2022.

104. Even if true, the above paragraph means that AGCO tinkered with the Tractor for nine (9) additional months, without telling the Plaintiff where the Tractor had been taken or when/if it would be returned.

105. AGCO's conduct constitutes the wrongful taking and/or detention of the Plaintiff's property.

106. As a direct and proximate result of AGCO's conversion, the Plaintiff has been denied the use and enjoyment of the Tractor and has been otherwise damaged as set forth herein.

107. The Plaintiff is entitled to judgment for actual, consequential, and punitive damages including prejudgment interest.

FOR A THIRD CAUSE OF ACTION
(Negligent Bailment)

108. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

109. On April 22, 2021, the Plaintiff authorized AGCO to pick up the Tractor for the express purpose of performing repairs.

110. On April 28, 2021, AGCO picked up the Tractor and, unbeknownst to the Plaintiff, transported it to Westminster, South Carolina for more repairs covered under warranty.

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111. As a result, a bailment relationship arose by operation of law between the Plaintiff and AGCO.

112. AGCO, as the recipient of the Plaintiff's tractor, undertook the obligation to exercise reasonable care in the storage and safekeeping of the Plaintiff's property, and to redeliver it upon completion of the repairs.

113. AGCO breached the above duties by failing to account for the location of the Plaintiff's tractor or advising the Plaintiff of when the Tractor would be returned.

114. After AGCO had tinkered with the Tractor for months without advising the Plaintiff that it had made any progress, he ordered a replacement Kubota tractor on September 25, 2021.

115. As a result of AGCO's breach of its duties pursuant to the bailment arrangement, the Plaintiff has suffered actual damages.

116. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for all losses that are the natural consequence and proximate result of AGCO's negligence.

FOR A FOURTHCAUSE OF ACTION
(Civil Conspiracy)

117. Each and every allegation is realleged herein in the same manner and to the same extent as if repeated.

118. Defendant AGCO, its authorized dealers, and AGCO Finance entered into an agreement to commit an unlawful act.

119. Specifically, Defendant AGCO conspired to distribute adhesion contracts, called a "Retail Installment Contract and Security Agreement" containing unconscionable terms, to be assigned by its authorized dealers exclusively to AGCO Finance, with the intention to mislead,

deceive, and oppress consumers in South Carolina in the course of offering agricultural equipment for sale.

120. These unconscionable terms included inconspicuous disclaimers of express and implied warranties, waiver of the right to a jury trial, and a limitation of damages clause purportedly barring the recovery of special, incidental or consequential damages, including loss of profits and loss of use, even if proximately caused by defective equipment.

121. These adhesion contracts further required consumers to pay bogus "administration fees," for the sole purpose of generating additional revenue, although that purpose was not disclosed.

122. The adhesion contracts further allowed AGCO dealers to charge a hidden "add on" fee, which was not separately disclosed, and could exceed several hundred dollars.

123. Defendant AGCO has distributed the retail installment contracts to its authorized dealers, who have executed the contracts with customers before assigning them to AGCO Finance.

124. The Plaintiff has suffered damages proximately resulting from the Defendants' civil conspiracy, including but not limited to the payment of the arbitrary administration fee.

FOR A FIFTH CAUSE OF ACTION
(Unfair Trade Practices Act Violation)

125. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

126. AGCO engaged in unfair and deceptive acts in the conduct of trade or commerce.

127. Specifically, AGCO engaged in the following unfair and deceptive acts and practices:

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a. Violating 16 C.F.R. § 702.3 by failing to to provide a copy of the limited warranty before or during the purchase of AGCO equipment, and instead requiring purchasers to discover that it was their obligation to request a copy upon reading page 63 of the Operator's Manual;

b. Forcing purchasers of AGCO farming equipment to incur the cost of having the equipment towed, even when the repairs are necessitated by equipment defects, and repair by AGCO under the express warranty is the exclusive remedy;

c. Distributing retail installment contracts to authorized AGCO dealers in South Carolina which contain inconspicuous disclaimers of warranties, attempt to bar the recovery of various types of damages, contain a waiver of the right to a jury trial, and allow dealers to charge consumers hidden "add on" fees as part of an arbitrary "administration fee" which is not related to actual costs incurred for services rendered;

d. Failing to disclose that AGCO's "Massey Ferguson" tractors are manufactured in and imported from China;

e. Threatening to "out-lawyer" the Plaintiff in this action rather than honor its obligations; and

f. Fabricating and producing discovery to refute the allegations that AGCO failed to account for the repair status or whereabouts of the Tractor.

128. AGCO's unfair and deceptive acts and practices affect the public interest because they are capable of repetition.

129. AGCO's unfair trade practices were willful, offensive to public policy, immoral, unethical, and oppressive.

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130. The Plaintiff has suffered actual, ascertainable damages because of AGCO's unfair trade practices, including purchasing the Tractor for $53,147.11, which was plagued with defects and broke down repeatedly over a two-year period, depriving the Plaintiff of its use, as well as purchasing the $10,000 Bush Master, which the Plaintiff can no longer use.

131. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to an award of treble damages along with a reasonable award of attorney's fees and costs.

FOR A SIXTH CAUSE OF ACTION
(Violation of the South Carolina Fair Practices of Farm, Construction, Industrial, and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers, and Dealers Act)

132. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

133. S.C. Code Ann. § 39-6-40 declares unfair methods of competition and unfair or deceptive acts or practices as defined by S.C. Code Ann. § 39-6-50 to be unlawful.

134. More specifically, S.C. Code Ann. § 39-6-50(1) deems it a violation of S.C. Code Ann. § 39-6-40 for, among others, a manufacturer to engage in any action which is arbitrary, unconscionable, or in bad faith and which causes damages to any of the parties or the public.

135. AGCO is a "manufacturer" for purposes of S.C. Code Ann. § 36-9-20(11).

136. As set forth herein, AGCO has engaged in unfair methods of competition and unfair and deceptive acts or practices declared unlawful by S.C. Code Ann. § 39-6-40.

137. AGCO conceals that its iconic Massey Ferguson tractors are manufactured in China.

138. AGCO misrepresented that Massey Ferguson tractors were reliable and durable.

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139. AGCO, through its authorized dealer, misled the Plaintiff concerning its ability to cure the defects in the Tractor and strung the Plaintiff along for over two years while its warranty expired, depriving the Plaintiff of the benefit of his bargain.

140. AGCO has included contractual provisions in the retail installment contract it drafted and distributes to its authorized dealers which are in violation of Title 39, Chapter 6 and therefore against public policy and unenforceable under S.C Code Ann. § 39-6-160, including inconspicuous disclaimers of express and implied warranties, a limitations of damages clause, and a waiver of a right to a jury trial.

141. AGCO also breached the express warranty by failing to repair the Tractor, despite five attempts to do so, and by selling the Plaintiff a "lemon" that never reliably operated as designed.

142. AGCO has further allowed its authorized dealers and finance company to charge bogus "administrative" fees for the sole purpose of generating additional revenue, allowed its authorized dealers to charge an undisclosed "add on" fee, and marketed certain Massey-Ferguson tractors for sale as "new" which are not, in fact, new models. This is unfair and deceptive.

143. AGCO has engaged in fraud by fabricating discovery to refute the Plaintiff's allegations which form the basis of the conversion and negligent bailment actions.

144. AGCO has engaged in malicious action which is arbitrary, unconscionable, or in bad faith and which has caused and continues to cause damage to the Plaintiff.

145. Based upon the foregoing, the Plaintiff is informed and believes that it is entitled to judgment for actual damages, as well as the cost of the suit, including a reasonable attorney's fee.

WHEREFORE, the Plaintiff prays for actual damages, incidental damages, consequential damages, treble damages, a reasonable award of attorney's fees, the costs of this action, and for such other and further relief as the Court may deem just and proper.

STUDEMEYER LAW FIRM, P.C.

/s/ Ryan G. Studemeyer

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Irmo, South Carolina

February 20, 2024

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EXHIBIT A

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RETAIL INSTALMENT CONTRACT AND SECURITY AGREEMENT (Agricultural and Commercial Use)

1-500463 Seng. 1.0

AGCO Finance LLC ("Assignee")

Commitment Number 6044210

BUYER		SELLER	
CONTRACT NUMBER		DEALER CODE	009078.0100
NAME	GEWIN ARIEL AGUILAR-PINEDA	CONTRACT DATE	04/24/19
ADDRESS	238 RIMER POND RD	NAME	NANCE TRACTOR & IMPLEMENT INC
CITY & STATE	BLYTHEWOOD SC	CITY & STATE	MCCONNELLS SC
ZIP CODE	29016 TELEPHONE NO (803)238-8083	ZIP CODE	29726
	EMAIL ADDRESS		

PAYMENT SCHEDULE – EQUAL INSTALMENTS:

Monthly - ☒ Quarterly - ☐ Semiannual - ☐ Annual - ☐

Number of Payments	Amount of Each Payment	First Payment Date
36	$ 1,688.16	06/01/19

IRREGULAR INSTALMENTS: Irregular instalments are due as follows:

PAY INSTALMENTS TO: AGCO Finance LLC, P.O. Box 9263, Des Moines, IA 50306-9263

DESCRIPTION OF PURCHASED MACHINERY / COLLATERAL: Note: Machinery described below as "New" does not necessarily mean the Machinery was manufactured in any current year.

NEW/ USED	MAKE AND MODEL NUMBER	SERIAL NUMBER	DESCRIBE PROPERTY PURCHASED	CASH PRICE
N	MASSEY FERGUSON MF4707	MCD408J5235015	TRACTOR/LOADER	$1,200.00

DESCRIPTION OF TRADE-IN MACHINERY: Except as otherwise disclosed below, Buyer represents and warrants that trade-in property is free and clear of all security interests, liens and encumbrances.

MAKE AND MODEL NUMBER	SERIAL NUMBER	TRADE-IN ALLOWANCE	LESS OWING	NET TRADE-IN

ANALYSIS OF SALE

Cash Price	1.	$1,200.00
Sales Taxes	2.	.00
Total Cash Price (1+2)	3.	$1,200.00
Cash Down Payment	4.	.00
Net Trade-In	5.	.00
Total Down Payment (4+5)	6.	.00
Unpaid Balance of Total Cash Price (3-6)	7.	$1,200.00
Other Charges:		
a. Physical Damage Insurance	8.	1,548.29
b. Filing Fees	9.	8.00
c. Administration Fee	10.	175.00
d. Other (describe)	11.	.00
Total Other Charges (8+9+10+11)	12.	1,731.29
Amount Financed (Basic Time Price) (7+12)	13.	$2,931.29
Finance Charge (Time-Price Differential)	14.	4,170.47
Total of Payments (Time-Price Balance) (13+14)	15.	$7,101.76
Total Credit Sale Price (3+12+14)	16.	$7,101.76
Deferred Finance Charge Rate	17.	4.990 %

Pursuant to the terms of this contract (this "Contract"), the undersigned Buyer (if more than one, jointly and severally), having been quoted a Time Price and a lower Cash Price, hereby purchases the property described above (the "Machinery") from the undersigned Seller for the Total Credit Sale Price indicated in the Analysis of Sale, subject to the terms and conditions hereunder and on the pages that follow and promises to make the Total of Payments as set forth above.

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ADDITIONAL TERMS AND CONDITIONS

Precomputed Contract. This is a precomputed contract. This means that the Total of Payments is computed in advance assuming all payments are made when due. The Total of Payments is comprised of the Amount Financed and the Deferred Finance Charge. The Deferred Finance Charge is also determined in advance assuming an annual interest rate of 4.990 % beginning on 05/01/19.

Administration Fee. Buyer agrees to pay a fee of $ 175.00. Buyer understands that all or a portion of this fee may be shared between the Assignee and the Seller and that Assignee and Seller may make a profit on this fee.

Late Payments and Dishonored Payments. Each instalment past due more than 10 days shall be subject to a late charge accrued at an interest rate equal to 1.75% per month from the due date until paid or $1, whichever is greater. In the event any check or other form of payment made by Buyer is returned for any reason, Buyer agrees to pay Seller the lesser of $30 or the maximum amount permitted by law. Such amount shall, as specified by Seller, be paid on demand or be added to the Total of Payments payable hereunder and Buyer promises to pay the resulting increase in the instalments. In no event shall amounts chargeable hereunder exceed the maximum amount permitted under applicable law.

Prepayment Penalty. Buyer may prepay this Contract in whole or in part at any time without penalty.

Insurance. Buyer ☒ does or ☐ does not elect to obtain physical damage insurance for the Machinery through a group policy arranged by Assignee. By signing below, Buyer acknowledges having read the accompanying Customer Agreement to Provide Physical Damage Insurance, Buyer understands the terms contained therein and represents that information contained therein related to Buyer is true and correct.

Following assignment of this Contract, all references to "Seller" in this Contract shall be deemed references to "Assignee." Buyer acknowledges that Seller is not the agent of Assignee, that any representations or warranties made by Seller are not binding on Assignee, and that Seller does not have the authority to modify any term or provision of this Contract subsequent to assignment of this Contract by Seller.

NOTICE TO BUYER

1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COMPLETELY FILLED IN COPY OF THIS CONTRACT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
2. UNDER THE LAW, YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE; (B) TO REDEEM THE PROPERTY IF REPOSSESSED FOR A DEFAULT WITHIN THE TIME PROVIDED BY LAW; (C) TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSSESSED.
3. BUYER ACKNOWLEDGES HAVING READ THE ENTIRE CONTRACT (INCLUDING THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ON PAGE 2) AND ACKNOWLEDGES RECEIPT OF A TRUE COPY AT THE TIME OF ITS EXECUTION.

BUYER	SELLER
Buyer's Name: GEWIN ARIEL AGUILAR-PINEDA	Seller's Name: NANCE TRACTOR & IMPLEMENT INC
Signature: G.Swin Ariel Aguilar Pineda	Signature:
Print Name	Print Name: Title: Sales

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AF 4000 (Rev) (02/15)

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ADDITIONAL TERMS AND CONDITIONS

1. Delivery and Acceptance: Buyer acknowledges receipt of the Machinery in good order and condition and, to the extent permitted by applicable law, waives any and all rights Buyer may have to rescind this Contract, reject the Machinery or revoke acceptance of the Machinery.

2. Disclaimer of Warranties (Except Residents of Kansas): BUYER AGREES TO ACCEPT THE MACHINERY IN ITS AS-IS, WHERE-IS CONDITION WHEN DELIVERED AND ACKNOWLEDGES THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS PROVIDED BY SELLER OR ASSIGNEE TO BE APPLICABLE TO THIS CONTRACT OR THE MACHINERY. ANY ACTION FOR BREACH OF WARRANTY MUST BE COMMENCED WITHIN THIRTEEN (13) MONTHS FOLLOWING DELIVERY.

3. Grant of Security Interest under the Uniform Commercial Code. In order to secure payment of the indebtedness contained herein and for all other amounts due or to become due hereunder and for each and every other obligation now or hereafter owing by Buyer to Seller and/or Assignee, the undersigned Buyer hereby grants to Seller a security interest in the Machinery, including the proceeds thereof, together with all repairs, replacements and accessions now or thereafter appertaining thereto until all indebtedness is paid in full.

4. Assignment; Acknowledgements of Buyer: Buyer may not assign this Contract without Seller's prior written consent. No assignment or extension hereof or of any interest herein, or loss, injury or destruction of Machinery shall release Buyer from its obligations hereunder. Seller may assign this Contract in whole or in part and Assignee shall succeed to all Seller's rights hereunder, but shall have none of Seller's obligations. Buyer's obligation to pay directly to Assignee any amounts payable hereunder is absolute and unconditional under all circumstances and is not subject to any abatement, reduction, setoff, recoupment, claim, defense or counterclaim of any kind or for any reason whatsoever, all of which are hereby expressly waived by Buyer as against Assignee. Buyer shall not assert against Assignee any claim, defense, setoff, reduction, dispute, recoupment or counterclaim of any kind or for any reason whatsoever which Buyer may have against Seller or manufacturer of the property. IN NO CASE SHALL SELLER OR ASSIGNEE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE MACHINERY, THE CLAIMS OF THIRD PARTIES AND INJURY TO THE MACHINERY. Buyer further acknowledges each of the following: (a) Assignee is not the manufacturer of the Machinery or the manufacturer's agent or a dealer therein; (b) the Machinery is of a size, design, capacity, description and manufacturer selected by Buyer; (c) Buyer is satisfied that the Machinery is fit for Buyer's purposes; (d) Assignee has no knowledge or information regarding the condition or suitability of the Machinery for Buyer's purposes; and (e) Assignee has relied upon Buyer's warranties, agreements and covenants herein.

5. Representations, Warranties and Covenants: Buyer represents, warrants and covenants that: (a) the trade-in property, if any, is free and clear of all security agreements, liens and encumbrances; (b) if Buyer is a legal entity, it is duly organized, validly existing and in good standing under applicable law; (c) the Contract is a legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with the terms thereof and does not violate or create a default under any other instrument or agreement to which Buyer is a party; (d) there are no pending or threatened actions or proceedings before any court of administrative agency that could have a material adverse effect on Buyer, the Machinery, or the Contract; (e) Buyer will comply in all respects with all Federal, state and local laws and regulations the violation of which could have a material adverse effect upon the Machinery or Buyer's performance of its obligations under this Contract; (f) Buyer will provide to Seller such other information and documents as Seller may reasonably request; (g) the Machinery is purchased for agricultural or commercial purposes and not for personal, family or household purposes; and (h) all of the Machinery is tangible personal property and will not be attached or affixed to real property in any manner. Buyer's representations, warranties and covenants shall survive completion of this Contract and Buyer agrees to indemnify and hold Seller and/or Assignee harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees resulting from breach of any of the foregoing.

6. Use, Location and Maintenance of Machinery: Buyer shall keep the Machinery free of all liens, taxes, encumbrances and seizure at law. Buyer shall not use the Machinery illegally or damage, abuse, misuse, abandon or lose the Machinery. Buyer shall not sell, lease, rent, abandon, transfer, or otherwise dispose of any interest in the Machinery and shall not move it outside of the contiguous 48 states of the United States. Buyer shall notify Seller of each change in the place where the Machinery is located or used and of any change in the state of Buyer's location (as such term is defined in the Uniform Commercial Code) not more than 20 days following such change or it is lost. Seller may, at any time before or after default, enter any premises under Buyer's control to inspect the Machinery.

7. Insurance: Buyer shall purchase and maintain, at Buyer's expense, standard all-risk type property damage insurance for the actual cash value of the Machinery with a maximum deductible equal to the greater of $500.00 or five percent (5.0%) of the adjusted loss in a form and from an insurer satisfactory to Seller and shall keep such insurance in effect until full payment of this Contract. Such insurance shall provide Seller with 10 days advance notice of cancellation and name Seller as a loss payee through a Lender's Loss Payable Clause. Buyer hereby irrevocably appoints Seller and Assignee or its servicer or a successor, DLL Finance LLC as Buyer's attorney-in-fact (which power shall be deemed coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy and to settle and adjust all claims under any such policy. If Buyer fails to deliver evidence of such a paid-up policy or to furnish other evidence of insurance satisfactory to Seller within 15 days of the date of this Contract or should such insurance be cancelled or allowed to lapse before full payment of this Contract, it is understood that Seller may, but shall not be obligated to, purchase or otherwise provide such insurance, in which case Buyer shall reimburse Seller for the cost thereof, together with interest thereon at the Deferred Finance Charge Rate from the date such insurance was purchased or provided by Seller until paid. Such reimbursement amount and the interest thereon shall, as specified by Seller, either be paid on demand or be added to the Total of Payments, and Buyer promises to pay the resulting increase in the payments. Except as may otherwise be expressly agreed, neither Seller nor Assignee shall have any responsibility to Buyer for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which Buyer may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Assignee or any insurance premium was financed and included in the Analysis of Sale. In no event shall any interest charge under this Contract exceed the maximum amount allowed by law. Buyer acknowledges that Seller and/or Assignee may make a profit on insurance purchased by Seller or Assignee. There is no insurance coverage for personal liability or property damage caused to others.

8. Default; Remedies: Each of the following is a "Default" under this Contract: (a) Buyer fails to make any Payment or any other obligation when due under this Contract or in any other agreement with Seller, Assignee, or with any of their affiliates or related parties; (b) Seller deems itself insecure; (c) any representation or warranty made by Buyer proves to be incorrect in any material respect when made; (d) Buyer becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (e) Buyer sells all or substantially all of its assets or property; or (f) Buyer shall suffer a material adverse change in its financial condition or operations. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, Seller, at its option, may: (a) terminate this Contract and/or (b) retain all payments heretofore made by Buyer and declare all indebtedness hereunder, less unearned finance charges, immediately due and payable and Seller shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code and may, without notice, enter any premises where the Machinery may be and take possession thereof and remove the same together with replacements and accessories, or Seller may require Buyer to assemble the property and make it available at a place designated by Seller. In the event Seller seeks to take possession of any or all of the Machinery by court process, Buyer further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security otherwise required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Contract. Further, Buyer confesses judgment for purposes of executory process and waives all notices and delays. Seller may resell repossessed property at public or private sale with notice to Buyer and the proceeds of any such sale (less reasonable expenses of retaking, repairing, holding, preparing for sale, selling and the like including reasonable attorney's fees and legal expenses) shall be credited upon the amount unpaid. Subject to the limitations of state law, Buyer agrees to pay any deficiency upon demand by Seller, any surplus however, shall be paid to Buyer. Seller may accept partial payments of any sums due hereunder without waiving or otherwise modifying the terms of this Contract. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Buyer agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred in connection with any Default.

9. Governing Law; Severability; Waiver of Jury Trial: The law of the state of Buyer's address shown on the first page hereof shall govern all matters relating to the validity, effect and enforcement of this Contract. Any provision hereof invalid in any state shall be inoperative as to such state, but without invalidating the remaining provisions hereof. Buyer expressly waives its right to a trial by jury.

10. UCC Filings: Buyer authorizes Seller to file, at Buyer's expense, financing statements with respect to the Machinery and hereby ratifies and approves any financing statement filed prior to the date of this Contract. Buyer hereby appoints Seller (which Seller may act by or through Assignee or Assignee's servicer) as Buyer's attorney-in-fact to do all acts or things which Seller may deem necessary to protect the title and interest hereunder of Seller and Assignee. This power of attorney is coupled with an interest and is irrevocable. If the Machinery is subject to any certificate of title act, Buyer shall immediately apply for/obtain certificate(s) of title and registration for each item of property being purchased; such certificate shall include listing of a lien in the amount of the Total Cash Sale Price listed on the Analysis of Sale on page one, the name of the lienholder shall be Assignee or such other person as Seller shall direct in writing; and Buyer shall provide Seller with evidence of the continuing effectiveness of such lien as may be reasonably requested from time to time. In addition, Buyer shall deliver or cause to be delivered to Seller the original certificate(s) of title for each item of such property. In Florida only, Florida documentary stamp tax required by law in the amount otherwise in the Analysis of Sale has been paid or will be paid directly to the Department of Revenue. Contracts of Registration No. 79-6000293208.

11. No Modification; Insertion of Serial Numbers and Model Numbers and Corrections of Errors and Information: No modification or addition to this Contract shall be effective unless agreed upon in writing by the parties. Notwithstanding the foregoing, Buyer authorizes Seller to insert in this Contract the serial number and/or model numbers of the Machinery if unknown at the time this Contract is executed, correct any errors in such numbers reflected in this Contract at the time this Contract is executed and correct any other patent errors in the description of the Machinery reflected in this Contract at the time this Contract is executed; to fill in blanks existing in this Contract at the time this Contract is executed; and to correct any patent errors in this Contract.

12. Financial and Credit Information; Communication with Buyer: Buyer authorizes Seller to obtain credit bureau reports and make other credit inquiries that Seller determines are necessary, without notice to Buyer, to update its information so long as the undersigned has any outstanding indebtedness or obligations owed to Seller or Assignee. Buyer further agrees to provide Seller, promptly after request therefore by Seller, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning Buyer that Seller determines are necessary. Buyer provides as email address and/or telephone number in this Contract or otherwise to Buyer's acknowledgment that Seller may retain Buyer's email address and/or telephone number for further communication with Buyer. Buyer agrees to allow Seller to conduct business with Buyer using email or by calling Buyer, regardless of the purpose of Seller's communication, which may include, without limitation, collections and notices under Buyer's agreements with Seller and/or Assignee. Seller reserves the right to use the method of communication it deems best in interacting with Buyer.

13. Application of Payments; Processing Fee. Payments received may be applied at Seller's discretion to obligations hereunder or to any other indebtedness owed by Buyer to Seller except as directed, if any, appearing on the remittance, and to late charges first and then to the amount owing. If Buyer requests to make or authorizes a payment via phone, electronically or similarly through Seller, unless otherwise prohibited under applicable law, Buyer agrees to pay all third party expenses associated with processing the payment and a $10 processing fee to Seller, on which Seller may make a profit.

14. Prepayment Refund. Buyer may prepay the full amount of the debt at any time. In the event of prepayment, Buyer may be entitled to a refund of certain unearned finance charges. Unless applicable law requires otherwise, the refund, if any, will be calculated using the actuarial method and Seller will: (a) assume that the debt was paid before the date of prepayment according to the disclosed schedule of payments and that all payments were paid on their due dates; and (b) exclude any administration or origination fee from the refund calculation. If a refund is less than $5.00, no refund will be made to Buyer.

15. Counterparts; Facsimile and Electronic Copies: This Contract may be executed and accepted by Seller in any number of counterparts, including facsimile or electronic mail counterparts. Buyer agrees that a copy of this Contract bearing a signature of Buyer which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and as execution by the parties in the same manner as an original document. Buyer further agrees to not object to the admissibility of a copy of this Contract bearing a signature of Buyer into evidence under the business records exception to the hearsay rule or based on the best evidence rule or otherwise and expressly waives any right to do so. Notwithstanding the fact that this Contract may be executed in more than one counterpart, the sole executed original of this Contract for purposes of taking possession of this Contract, including without limitation taking possession under UCC 9-330, shall be either: (a) the original of this Contract which bears an original signature of each party to this Contract and which bears the original signature of Assignee accepting the assignment of this Contract or (b) the facsimile, electronic or other counterpart copy of the Contract signed by the parties and bearing the original signature of Assignee accepting the assignment of this Contract, unless this Contract qualifies as electronic chattel paper, in which case UCC 9-105 shall govern to determine control of the single authoritative copy of this Contract.

SELLER'S ASSIGNMENT

For value received, the Seller hereby sells, assigns, and transfers to AGCO Finance LLC (Assignee) all of the Seller's right, title and interest in and to the within Contract and all rights thereunder, together with all the Seller's right, title and interest in and to the property therein described, subject to the terms more fully set out in the Seller's Retail Financing Agreement or the terms of a separate assignment between Seller and Assignee, such assignment to be accepted by Assignee only at its office in Johnston, Iowa.

4-27-19
Date

NANCE TRACTOR & IMPLEMENT INC
Seller's Name

By: _____
Authorized Signature

ASSIGNEE ACCEPTANCE

Assignee hereby accepts Seller's assignment of the within Contract in Johnston, Iowa.

4/29/19
Date

AGCO Finance LLC By: _____
Authorized Signature

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EXHIBIT B

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Lessor	Ctrct No	Book Dt	Total Collected	Admin Fee received by AGCC Finance	Dealer Add on fee	Dealer Name
1	001-0500733-000	5/2/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0500957-000	5/8/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502198-000	5/13/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0502204-000	5/21/2019 0:00	$150.00	$150.00	$0.00	YOUNGBLOOD MOTOR CO INC
1	001-0502243-000	5/10/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502415-000	5/15/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0502636-000	5/18/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0502654-000	5/18/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502756-000	5/22/2019 0:00	$150.00	$150.00	$0.00	YOUNGBLOOD MOTOR CO INC
1	001-0502759-000	5/21/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502777-000	5/23/2019 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0502800-000	5/22/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0502997-000	5/25/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0503069-000	5/29/2019 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0503076-000	6/4/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0503242-000	5/30/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0503377-000	5/31/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0503609-000	6/5/2019 0:00	$174.70	$149.70	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0503688-000	6/7/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0503888-000	6/12/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0503903-000	6/12/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0503973-000	6/13/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504105-000	6/17/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504298-000	6/20/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504311-000	6/20/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0504366-000	6/21/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0504422-000	6/26/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0504515-000	6/25/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504701-000	6/27/2019 0:00	$150.00	$150.00	$0.00	WALLA WALLA FARM CENTER LLC
1	001-0504735-000	6/27/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0504741-000	6/27/2019 0:00	$341.55	$149.55	$192.00	HERRINGTON INC
1	001-0504840-000	7/1/2019 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1	001-0505058-000	7/3/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0505593-000	7/18/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0505607-000	7/17/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0505876-000	7/24/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0506444-000	8/2/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0506445-000	8/8/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0506682-000	8/15/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0506849-000	8/20/2019 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1	001-0506933-000	8/22/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0507094-000	8/26/2019 0:00	$0.00	$0.00	$0.00	HERRINGTON INC
1	001-0507139-000	8/27/2019 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1	001-0507174-000	8/28/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0507330-000	9/3/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0507604-000	9/11/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0507725-000	9/12/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0507769-000	9/17/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0508021-000	9/20/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0508045-000	9/23/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0508105-000	9/24/2019 0:00	$149.71	$149.71	$0.00	TYLER EQUIPMENT CO INC
1	001-0508132-000	9/24/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC

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1 001-0508165-000	9/24/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0508307-000	9/26/2019 0:00	$249.36	$150.00	$99.36	ZIEGLER INC
1 001-0508344-000	9/27/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0508353-000	9/27/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0508378-000	9/28/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0508428-000	9/30/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0508487-000	9/30/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0508605-000	10/4/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0508613-000	10/4/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0508643-000	10/4/2019 0:00	$149.93	$149.93	$0.00	POWELL TRACTOR INC
1 001-0508879-000	10/11/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0508885-000	10/11/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0508984-000	10/15/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0509272-000	10/23/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0509702-000	11/5/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0509824-000	11/7/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0509879-000	11/8/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0509928-000	11/14/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0509953-000	11/12/2019 0:00	$149.94	$149.94	$0.00	TYLER EQUIPMENT CO INC
1 001-0509958-000	11/20/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0510142-000	11/18/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0510164-000	11/18/2019 0:00	$368.00	$150.00	$218.00	HERRINGTON INC
1 001-0510167-000	11/18/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0510187-000	11/18/2019 0:00	$149.92	$149.92	$0.00	TYLER EQUIPMENT CO INC
1 001-0510268-000	11/21/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0510580-000	12/6/2019 0:00	$173.99	$148.99	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0510596-000	12/9/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0510598-000	12/2/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0510704-000	12/3/2019 0:00	$521.00	$150.00	$371.00	LAKER FARM IMPLEMENT SERVICE
1 001-0510738-000	12/6/2019 0:00	$150.00	$150.00	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0510839-000	12/9/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0510863-000	12/23/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0510984-000	12/11/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0511137-000	12/16/2019 0:00	$149.64	$149.64	$0.00	TYLER EQUIPMENT CO INC
1 001-0511166-000	12/19/2019 0:00	$433.57	$149.57	$284.00	HERRINGTON INC
1 001-0511170-000	12/17/2019 0:00	$333.70	$149.70	$184.00	HERRINGTON INC
1 001-0511255-000	12/20/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0511258-000	12/19/2019 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0511275-000	12/19/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0511300-000	12/19/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0511406-000	12/20/2019 0:00	$149.59	$149.59	$0.00	HANEY EQUIPMENT COMPANY INC.
1 001-0511463-000	12/23/2019 0:00	$333.85	$149.85	$184.00	HERRINGTON INC
1 001-0511985-000	12/30/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0512131-000	12/31/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0512164-000	12/31/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0512584-000	1/8/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0512831-000	1/15/2020 0:00	$149.80	$149.80	$0.00	POWELL TRACTOR INC
1 001-0513104-000	1/24/2020 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0513186-000	1/29/2020 0:00	$149.49	$149.49	$0.00	TYLER EQUIPMENT CO INC
1 001-0513223-000	1/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0513326-000	1/31/2020 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1 001-0513544-000	2/10/2020 0:00	$333.68	$149.68	$184.00	HERRINGTON INC
1 001-0513650-000	4/7/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0513757-000	2/18/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0513776-000	2/18/2020 0:00	$333.48	$149.48	$184.00	HERRINGTON INC
1 001-0513802-000	2/18/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0513892-000	2/20/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0513894-000	2/20/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0513937-000	2/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0514114-000	2/26/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0514177-000	2/28/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0514181-000	2/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0514195-000	2/27/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0514274-000	2/28/2020 0:00	$333.62	$149.62	$184.00	HERRINGTON INC
1 001-0514395-000	3/4/2020 0:00	$349.78	$149.78	$200.00	HERRINGTON INC
1 001-0514412-000	3/4/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0514601-000	3/10/2020 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1 001-0514764-000	3/12/2020 0:00	$341.24	$149.24	$192.00	HERRINGTON INC
1 001-0514844-000	3/16/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0514902-000	3/17/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0515007-000	3/18/2020 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0515159-000	3/23/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0515252-000	3/30/2020 0:00	$149.66	$149.66	$0.00	TYLER EQUIPMENT CO INC
1 001-0515326-000	3/24/2020 0:00	$25.00	$0.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0515369-000	3/25/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0515570-000	3/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0515694-000	3/30/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0515695-000	3/30/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0515824-000	3/31/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0515865-000	4/7/2020 0:00	$25.00	$0.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0515910-000	4/2/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0515992-000	4/3/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0516099-000	4/7/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0516221-000	4/9/2020 0:00	$150.00	$150.00	$0.00	AGCO FINANCE LLC
1 001-0516246-000	4/9/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0516422-000	4/14/2020 0:00	$250.00	$250.00	$0.00	AGCO FINANCE LLC
1 001-0516606-000	4/15/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0516608-000	4/15/2020 0:00	$149.19	$149.19	$0.00	POWELL TRACTOR INC
1 001-0516655-000	4/16/2020 0:00	$149.36	$149.36	$0.00	POWELL TRACTOR INC
1 001-0516660-000	4/16/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0516681-000	4/17/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0516823-000	4/22/2020 0:00	$347.78	$147.78	$200.00	HERRINGTON INC
1 001-0516831-000	4/18/2020 0:00	$349.04	$149.04	$200.00	HERRINGTON INC
1 001-0516872-000	4/20/2020 0:00	$173.68	$148.68	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0516876-000	4/20/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0517198-000	4/24/2020 0:00	$149.34	$149.34	$0.00	TYLER EQUIPMENT CO INC
1 001-0517361-000	4/28/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0517410-000	4/28/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0517449-000	4/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0517469-000	4/30/2020 0:00	$499.31	$149.31	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0517500-000	4/29/2020 0:00	$148.82	$148.82	$0.00	TYLER EQUIPMENT CO INC
1 001-0517707-000	4/30/2020 0:00	$349.34	$149.34	$200.00	HERRINGTON INC
1 001-0517760-000	4/30/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0517767-000	5/13/2020 0:00	$148.30	$148.30	$0.00	TYLER EQUIPMENT CO INC
1 001-0517900-000	5/2/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0517989-000	5/5/2020 0:00	$348.93	$148.93	$200.00	HERRINGTON INC

1 001-0518115-000	5/12/2020 0:00	$149.39	$149.39	$0.00	TYLER EQUIPMENT CO INC
1 001-0518278-000	5/11/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518316-000	5/9/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0518386-000	5/11/2020 0:00	$149.90	$149.90	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0518401-000	5/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0518457-000	5/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518498-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518499-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518500-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518501-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0518511-000	5/14/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0518586-000	5/14/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0518652-000	5/14/2020 0:00	$149.12	$149.12	$0.00	TYLER EQUIPMENT CO INC
1 001-0518734-000	5/16/2020 0:00	$149.68	$149.68	$0.00	TYLER EQUIPMENT CO INC
1 001-0518786-000	5/16/2020 0:00	$148.75	$148.75	$0.00	POWELL TRACTOR INC
1 001-0518792-000	5/16/2020 0:00	$148.16	$148.16	$0.00	TRACTOR MART LLC
1 001-0518824-000	5/18/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0518954-000	5/19/2020 0:00	$349.71	$149.71	$200.00	HERRINGTON INC
1 001-0519026-000	5/20/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519092-000	5/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519108-000	5/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519183-000	5/22/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519203-000	5/22/2020 0:00	$349.26	$149.26	$200.00	HERRINGTON INC
1 001-0519273-000	5/22/2020 0:00	$148.93	$148.93	$0.00	POWELL TRACTOR INC
1 001-0519328-000	5/23/2020 0:00	$174.62	$149.62	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519332-000	5/23/2020 0:00	$174.70	$149.70	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519360-000	5/25/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0519379-000	5/26/2020 0:00	$145.83	$145.83	$0.00	POWELL TRACTOR INC
1 001-0519488-000	5/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0519507-000	5/28/2020 0:00	$149.34	$149.34	$0.00	TYLER EQUIPMENT CO INC
1 001-0519595-000	5/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0519610-000	5/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519633-000	5/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519704-000	5/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519852-000	5/29/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0519889-000	5/29/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0519890-000	5/29/2020 0:00	$141.04	$141.04	$0.00	POWELL TRACTOR INC
1 001-0519903-000	5/30/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0519910-000	5/30/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0519922-000	5/30/2020 0:00	$148.64	$148.64	$0.00	TYLER EQUIPMENT CO INC
1 001-0520185-000	6/3/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520279-000	6/4/2020 0:00	$349.80	$149.80	$200.00	HERRINGTON INC
1 001-0520307-000	6/24/2020 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0520411-000	6/5/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0520485-000	6/8/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0520493-000	6/9/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0520510-000	6/8/2020 0:00	$349.48	$149.48	$200.00	HERRINGTON INC
1 001-0520527-000	6/8/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520554-000	6/8/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0520630-000	6/9/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0520809-000	6/11/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0520840-000	6/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520868-000	6/11/2020 0:00	$349.32	$149.32	$200.00	HERRINGTON INC

1 001-0520872-000	6/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520881-000	6/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520940-000	6/12/2020 0:00	$349.56	$149.56	$200.00	HERRINGTON INC
1 001-0521047-000	6/16/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0521051-000	6/15/2020 0:00	$148.09	$148.09	$0.00	TYLER EQUIPMENT CO INC
1 001-0521341-000	6/17/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0521429-000	6/18/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0521543-000	6/19/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0521853-000	6/23/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0521862-000	6/23/2020 0:00	$148.44	$148.44	$0.00	TYLER EQUIPMENT CO INC
1 001-0521909-000	6/25/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0522072-000	6/25/2020 0:00	$149.64	$149.64	$0.00	POWELL TRACTOR INC
1 001-0522092-000	6/25/2020 0:00	$349.63	$149.63	$200.00	HERRINGTON INC
1 001-0522135-000	6/25/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0522225-000	6/25/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522370-000	6/26/2020 0:00	$348.65	$148.65	$200.00	HERRINGTON INC
1 001-0522446-000	6/27/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522496-000	6/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522509-000	6/28/2020 0:00	$349.54	$149.54	$200.00	HERRINGTON INC
1 001-0522555-000	6/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522655-000	6/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522729-000	6/30/2020 0:00	$144.11	$144.11	$0.00	TYLER EQUIPMENT CO INC
1 001-0522752-000	6/30/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0522763-000	6/30/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0522807-000	6/30/2020 0:00	$149.85	$149.85	$0.00	TYLER EQUIPMENT CO INC
1 001-0522823-000	7/1/2020 0:00	$349.52	$149.52	$200.00	HERRINGTON INC
1 001-0522951-000	7/20/2020 0:00	$149.10	$149.10	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0522982-000	7/6/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0523118-000	7/8/2020 0:00	$348.76	$148.76	$200.00	HERRINGTON INC
1 001-0523141-000	7/9/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0523165-000	7/9/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0523310-000	7/10/2020 0:00	$149.19	$149.19	$0.00	POWELL TRACTOR INC
1 001-0523364-000	7/13/2020 0:00	$349.36	$149.36	$200.00	HERRINGTON INC
1 001-0523470-000	7/15/2020 0:00	$350.00	$150.00	$200.00	BRUNO'S FARM AND LAWN LLC
1 001-0523611-000	7/16/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0523708-000	7/16/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0523908-000	7/20/2020 0:00	$148.60	$148.60	$0.00	POWELL TRACTOR INC
1 001-0523931-000	7/21/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0524076-000	7/22/2020 0:00	$349.28	$149.28	$200.00	HERRINGTON INC
1 001-0524126-000	7/24/2020 0:00	$349.10	$149.10	$200.00	HERRINGTON INC
1 001-0524143-000	7/24/2020 0:00	$150.00	$150.00	$0.00	SMITH FARM SUPPLY
1 001-0524278-000	7/27/2020 0:00	$148.12	$148.12	$0.00	TYLER EQUIPMENT CO INC
1 001-0524291-000	7/24/2020 0:00	$148.28	$148.28	$0.00	TYLER EQUIPMENT CO INC
1 001-0524476-000	7/28/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0524680-000	7/31/2020 0:00	$149.74	$149.74	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0524715-000	7/30/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0524731-000	7/31/2020 0:00	$149.09	$149.09	$0.00	TYLER EQUIPMENT CO INC
1 001-0524762-000	7/31/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0524931-000	8/11/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0524960-000	8/4/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0524981-000	8/7/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525005-000	8/6/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525050-000	8/6/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0525058-000	8/6/2020 0:00	$348.76	$148.76	$200.00	HERRINGTON INC
1 001-0525064-000	8/6/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525112-000	8/7/2020 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0525141-000	8/18/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525247-000	8/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525276-000	8/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525376-000	8/13/2020 0:00	$349.21	$149.21	$200.00	HERRINGTON INC
1 001-0525378-000	8/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525412-000	8/13/2020 0:00	$149.22	$149.22	$0.00	POWELL TRACTOR INC
1 001-0525430-000	8/14/2020 0:00	$150.00	$150.00	$0.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0525445-000	8/17/2020 0:00	$349.36	$149.36	$200.00	HERRINGTON INC
1 001-0525540-000	8/17/2020 0:00	$450.00	$150.00	$300.00	YOUNGBLOOD MOTOR CO INC
1 001-0525575-000	8/18/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0525684-000	8/20/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525719-000	8/20/2020 0:00	$349.64	$149.64	$200.00	HERRINGTON INC
1 001-0525815-000	8/26/2020 0:00	$174.48	$149.48	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0525829-000	8/24/2020 0:00	$349.91	$149.91	$200.00	HERRINGTON INC
1 001-0525847-000	8/24/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0525902-000	8/25/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525965-000	8/25/2020 0:00	$0.00	$0.00	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0526085-000	8/31/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526221-000	8/29/2020 0:00	$349.08	$149.08	$200.00	HERRINGTON INC
1 001-0526235-000	8/29/2020 0:00	$173.72	$148.72	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526267-000	8/31/2020 0:00	$174.80	$149.80	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526344-000	8/31/2020 0:00	$149.59	$149.59	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0526426-000	9/3/2020 0:00	$145.88	$145.88	$0.00	POWELL TRACTOR INC
1 001-0526482-000	9/2/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0526540-000	9/3/2020 0:00	$174.68	$149.68	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526588-000	9/4/2020 0:00	$349.33	$149.33	$200.00	HERRINGTON INC
1 001-0526636-000	9/8/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526734-000	9/9/2020 0:00	$349.89	$149.89	$200.00	HERRINGTON INC
1 001-0526877-000	9/15/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0526928-000	9/14/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0527047-000	9/16/2020 0:00	$349.28	$149.28	$200.00	HERRINGTON INC
1 001-0527063-000	9/16/2020 0:00	$399.24	$149.24	$250.00	YOUNGBLOOD MOTOR CO INC
1 001-0527085-000	9/17/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0527233-000	9/21/2020 0:00	$349.50	$149.50	$200.00	HERRINGTON INC
1 001-0527363-000	9/22/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0527419-000	9/23/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0527442-000	9/23/2020 0:00	$148.99	$148.99	$0.00	TRACTOR MART LLC
1 001-0527559-000	10/19/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0527818-000	9/30/2020 0:00	$150.00	$150.00	$0.00	BARNES EQUIPMENT INC
1 001-0527979-000	10/2/2020 0:00	$174.44	$149.44	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0527989-000	10/5/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528020-000	10/5/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0528042-000	10/5/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528050-000	10/5/2020 0:00	$148.76	$148.76	$0.00	POWELL TRACTOR INC
1 001-0528072-000	10/6/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528097-000	10/6/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528098-000	10/6/2020 0:00	$347.33	$147.33	$200.00	HERRINGTON INC
1 001-0528362-000	10/12/2020 0:00	$173.50	$148.50	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528390-000	10/13/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0528459-000	10/14/2020 0:00	$149.50	$149.50	$0.00	POWELL TRACTOR INC

1 001-0528552-000	10/15/2020 0:00	$348.90	$148.90	$200.00	HERRINGTON INC	
1 001-0528617-000	10/19/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0528770-000	10/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0528820-000	10/22/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0529096-000	10/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529300-000	11/2/2020 0:00	$348.15	$148.15	$200.00	HERRINGTON INC	
1 001-0529359-000	11/3/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529483-000	11/8/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0529555-000	11/9/2020 0:00	$174.82	$149.82	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529562-000	11/23/2020 0:00	$349.50	$149.50	$200.00	HERRINGTON INC	
1 001-0529568-000	11/10/2020 0:00	$149.69	$149.69	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529588-000	11/10/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529593-000	11/10/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529656-000	11/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529726-000	11/25/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529744-000	11/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0529909-000	11/18/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529926-000	11/18/2020 0:00	$149.16	$149.16	$0.00	POWELL TRACTOR INC	
1 001-0530026-000	11/23/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0530109-000	11/24/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.	
1 001-0530134-000	11/24/2020 0:00	$149.44	$149.44	$0.00	POWELL TRACTOR INC	
1 001-0530167-000	11/25/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0530308-000	11/30/2020 0:00	$149.56	$149.56	$0.00	TYLER EQUIPMENT CO INC	
1 001-0530333-000	12/7/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0530461-000	12/3/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0530479-000	12/3/2020 0:00	$349.31	$149.31	$200.00	HERRINGTON INC	
1 001-0530525-000	12/4/2020 0:00	$348.90	$148.90	$200.00	HERRINGTON INC	
1 001-0530662-000	12/8/2020 0:00	$149.08	$149.08	$0.00	POWELL TRACTOR INC	
1 001-0530663-000	12/8/2020 0:00	$149.00	$149.00	$0.00	POWELL TRACTOR INC	
1 001-0530690-000	12/8/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0530827-000	12/11/2020 0:00	$349.16	$149.16	$200.00	HERRINGTON INC	
1 001-0530859-000	12/14/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0530957-000	12/15/2020 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT	
1 001-0530987-000	12/15/2020 0:00	$349.42	$149.42	$200.00	HERRINGTON INC	
1 001-0531182-000	12/18/2020 0:00	$174.52	$149.52	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0531316-000	12/22/2020 0:00	$348.84	$148.84	$200.00	HERRINGTON INC	
1 001-0531453-000	12/23/2020 0:00	$348.77	$148.77	$200.00	HERRINGTON INC	
1 001-0531680-000	12/29/2020 0:00	$149.28	$149.28	$0.00	TRACTOR MART LLC	
1 001-0531681-000	12/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0531738-000	12/29/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0531767-000	12/30/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0531856-000	12/30/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0531880-000	12/30/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0532059-000	12/31/2020 0:00	$149.90	$149.90	$0.00	TYLER EQUIPMENT CO INC	
1 001-0532247-000	1/7/2021 0:00	$100.00	$100.00	$0.00	HERRINGTON INC	
1 001-0532273-000	1/7/2021 0:00	$349.26	$149.26	$200.00	HERRINGTON INC	
1 001-0532309-000	1/8/2021 0:00	$348.42	$148.42	$200.00	HERRINGTON INC	
1 001-0532316-000	1/8/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0532514-000	1/14/2021 0:00	$148.21	$148.21	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0532648-000	1/20/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0532674-000	1/20/2021 0:00	$174.56	$149.56	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0532719-000	1/28/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0532750-000	1/22/2021 0:00	$349.68	$149.68	$200.00	HERRINGTON INC	

1 001-0532786-000	1/25/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0532789-000	1/22/2021 0:00	$349.28	$149.28	$200.00	HERRINGTON INC
1 001-0532953-000	1/28/2021 0:00	$173.20	$148.20	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0533004-000	1/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0533063-000	1/29/2021 0:00	$25.00	$0.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0533067-000	2/3/2021 0:00	$148.76	$148.76	$0.00	TYLER EQUIPMENT CO INC
1 001-0533110-000	2/1/2021 0:00	$149.88	$149.88	$0.00	POWELL TRACTOR INC
1 001-0533137-000	2/2/2021 0:00	$174.41	$149.41	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0533141-000	2/2/2021 0:00	$153.52	$128.52	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0533152-000	2/3/2021 0:00	$149.54	$149.54	$0.00	POWELL TRACTOR INC
1 001-0533412-000	2/10/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0533453-000	2/11/2021 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1 001-0533492-000	2/12/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0533509-000	2/12/2021 0:00	$149.20	$149.20	$0.00	TYLER EQUIPMENT CO INC
1 001-0533572-000	2/15/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0533576-000	2/15/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0533817-000	2/22/2021 0:00	$349.24	$149.24	$200.00	HERRINGTON INC
1 001-0533952-000	2/24/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0534065-000	2/26/2021 0:00	$348.76	$148.76	$200.00	HERRINGTON INC
1 001-0534104-000	3/1/2021 0:00	$149.25	$149.25	$0.00	TRACTOR MART LLC
1 001-0534148-000	2/26/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534170-000	2/26/2021 0:00	$348.43	$148.43	$200.00	HERRINGTON INC
1 001-0534318-000	3/2/2021 0:00	$348.80	$148.80	$200.00	HERRINGTON INC
1 001-0534455-000	3/4/2021 0:00	$273.74	$148.74	$125.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534583-000	3/5/2021 0:00	$174.03	$149.03	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534704-000	3/9/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534733-000	3/9/2021 0:00	$274.05	$149.05	$125.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534772-000	3/9/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0534777-000	3/10/2021 0:00	$149.65	$149.65	$0.00	POWELL TRACTOR INC
1 001-0534834-000	3/10/2021 0:00	$173.67	$148.67	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0534907-000	3/11/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0535024-000	3/12/2021 0:00	$148.93	$148.93	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0535050-000	3/12/2021 0:00	$173.52	$148.52	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0535287-000	3/17/2021 0:00	$146.36	$146.36	$0.00	TRACTOR MART LLC
1 001-0535308-000	3/18/2021 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1 001-0535491-000	3/23/2021 0:00	$149.36	$149.36	$0.00	POWELL TRACTOR INC
1 001-0535513-000	3/22/2021 0:00	$275.00	$150.00	$125.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0535563-000	3/22/2021 0:00	$349.31	$149.31	$200.00	HERRINGTON INC
1 001-0535595-000	3/23/2021 0:00	$275.00	$150.00	$125.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0535695-000	3/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0535713-000	3/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0535851-000	3/25/2021 0:00	$149.72	$149.72	$0.00	POWELL TRACTOR INC
1 001-0535876-000	3/25/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0535910-000	3/25/2021 0:00	$173.27	$148.27	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0535991-000	3/26/2021 0:00	$149.72	$149.72	$0.00	POWELL TRACTOR INC
1 001-0536364-000	4/2/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0536444-000	3/31/2021 0:00	$348.68	$148.68	$200.00	HERRINGTON INC
1 001-0536459-000	3/31/2021 0:00	$172.17	$147.17	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0536464-000	3/31/2021 0:00	$349.92	$149.92	$200.00	HERRINGTON INC
1 001-0536604-000	4/2/2021 0:00	$348.32	$148.32	$200.00	HERRINGTON INC
1 001-0536619-000	4/2/2021 0:00	$149.76	$149.76	$0.00	TYLER EQUIPMENT CO INC
1 001-0536820-000	4/6/2021 0:00	$249.94	$149.94	$100.00	HERRINGTON INC
1 001-0536936-000	4/7/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC

1 001-0536938-000	4/7/2021 0:00	$147.56	$147.56	$0.00	POWELL TRACTOR INC
1 001-0536945-000	4/7/2021 0:00	$274.27	$149.27	$125.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0536981-000	4/7/2021 0:00	$147.84	$147.84	$0.00	TYLER EQUIPMENT CO INC
1 001-0536990-000	4/9/2021 0:00	$174.20	$149.20	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0537174-000	4/14/2021 0:00	$349.61	$149.61	$200.00	HERRINGTON INC
1 001-0537424-000	4/14/2021 0:00	$149.80	$149.80	$0.00	POWELL TRACTOR INC
1 001-0537433-000	4/15/2021 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0537719-000	4/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0537815-000	4/19/2021 0:00	$148.88	$148.88	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0537894-000	4/20/2021 0:00	$147.87	$147.87	$0.00	POWELL TRACTOR INC
1 001-0537971-000	4/21/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0538011-000	4/22/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0538226-000	4/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0538442-000	4/26/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0538561-000	4/27/2021 0:00	$149.46	$149.46	$0.00	TYLER EQUIPMENT CO INC
1 001-0538688-000	4/29/2021 0:00	$349.92	$149.92	$200.00	HERRINGTON INC
1 001-0538801-000	4/29/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0538942-000	4/30/2021 0:00	$174.92	$149.92	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0538987-000	5/5/2021 0:00	$299.60	$149.60	$150.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0539122-000	5/3/2021 0:00	$148.69	$148.69	$0.00	POWELL TRACTOR INC
1 001-0539127-000	5/3/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0539145-000	5/4/2021 0:00	$148.82	$148.82	$0.00	POWELL TRACTOR INC
1 001-0539202-000	5/4/2021 0:00	$349.64	$149.64	$200.00	HERRINGTON INC
1 001-0539204-000	5/4/2021 0:00	$149.23	$149.23	$0.00	TYLER EQUIPMENT CO INC
1 001-0539282-000	5/5/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0539324-000	5/5/2021 0:00	$349.92	$149.92	$200.00	HERRINGTON INC
1 001-0539345-000	5/5/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0539407-000	5/6/2021 0:00	$149.60	$149.60	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0539454-000	5/7/2021 0:00	$148.96	$148.96	$0.00	TYLER EQUIPMENT CO INC
1 001-0539488-000	5/7/2021 0:00	$225.00	$150.00	$75.00	MM WEAVER INC
1 001-0539625-000	5/10/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0539757-000	5/12/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0539848-000	5/12/2021 0:00	$148.93	$148.93	$0.00	TYLER EQUIPMENT CO INC
1 001-0539957-000	5/14/2021 0:00	$348.36	$148.36	$200.00	HERRINGTON INC
1 001-0540053-000	5/17/2021 0:00	$174.76	$149.76	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0540055-000	5/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0540086-000	5/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0540281-000	5/19/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0540297-000	5/19/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0540463-000	5/21/2021 0:00	$174.84	$149.84	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0540564-000	5/24/2021 0:00	$343.43	$148.43	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0540664-000	5/25/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0540676-000	5/25/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0540747-000	5/26/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0540760-000	5/26/2021 0:00	$149.68	$149.68	$0.00	TRACTOR MART LLC
1 001-0540768-000	5/26/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0540769-000	5/26/2021 0:00	$148.44	$148.44	$0.00	POWELL TRACTOR INC
1 001-0540925-000	5/27/2021 0:00	$348.92	$148.92	$200.00	HERRINGTON INC
1 001-0541113-000	6/1/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0541253-000	6/2/2021 0:00	$174.26	$149.26	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0541323-000	6/3/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0541377-000	6/4/2021 0:00	$148.69	$148.69	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0541424-000	6/4/2021 0:00	$174.93	$149.93	$25.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0541443-000	6/4/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0541469-000	6/4/2021 0:00	$145.88	$145.88	$0.00	POWELL TRACTOR INC	
1 001-0541497-000	6/7/2021 0:00	$149.48	$149.48	$0.00	KABE CAIN ENTERPRISES, INC.	
1 001-0541598-000	6/8/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0541613-000	6/8/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0541645-000	6/8/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0541810-000	6/10/2021 0:00	$149.19	$149.19	$0.00	YOUNGBLOOD MOTOR CO INC	
1 001-0541898-000	6/11/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0542027-000	6/14/2021 0:00	$344.34	$149.34	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0542083-000	6/15/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0542091-000	6/15/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0542297-000	6/18/2021 0:00	$348.84	$148.84	$200.00	HERRINGTON INC	
1 001-0542457-000	6/22/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0542470-000	6/23/2021 0:00	$150.00	$150.00	$0.00	PREMIER EQUIP CO ROCKY MOUNT	
1 001-0542510-000	6/22/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0542557-000	6/22/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0542706-000	6/30/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT	
1 001-0542931-000	6/28/2021 0:00	$149.82	$149.82	$0.00	POWELL TRACTOR INC	
1 001-0542943-000	6/29/2021 0:00	$149.86	$149.86	$0.00	WHITE TRACTOR CO	
1 001-0543101-000	6/29/2021 0:00	$149.79	$149.79	$0.00	WINSTON TRACTOR COMPANY	
1 001-0543216-000	6/30/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0543375-000	7/2/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0543467-000	7/6/2021 0:00	$148.66	$148.66	$0.00	POWELL TRACTOR INC	
1 001-0543518-000	7/9/2021 0:00	$0.00	$0.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0543607-000	7/9/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0543960-000	7/15/2021 0:00	$150.00	$150.00	$0.00	WESTERN CAROLINA LAWN & TRACTO	
1 001-0544317-000	7/22/2021 0:00	$250.00	$150.00	$100.00	MOSS BROS INC	
1 001-0544344-000	7/21/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0544469-000	7/23/2021 0:00	$149.46	$149.46	$0.00	TYLER EQUIPMENT CO INC	
1 001-0544603-000	7/27/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0544652-000	7/27/2021 0:00	$347.95	$147.95	$200.00	HERRINGTON INC	
1 001-0544723-000	7/28/2021 0:00	$349.62	$149.62	$200.00	HERRINGTON INC	
1 001-0544746-000	7/28/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0544841-000	7/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0544845-000	7/30/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0544954-000	7/30/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0545142-000	8/4/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0545326-000	8/10/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0545398-000	8/19/2021 0:00	$174.67	$149.67	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0545443-000	8/20/2021 0:00	$174.59	$149.59	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0545522-000	8/11/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0545628-000	8/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0545659-000	8/13/2021 0:00	$149.63	$149.63	$0.00	KABE CAIN ENTERPRISES, INC.	
1 001-0545777-000	8/17/2021 0:00	$149.65	$149.65	$0.00	TYLER EQUIPMENT CO INC	
1 001-0545796-000	8/17/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0545883-000	8/19/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0545975-000	8/20/2021 0:00	$344.12	$149.12	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0545991-000	8/20/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT	
1 001-0546015-000	8/20/2021 0:00	$349.84	$149.84	$200.00	HERRINGTON INC	
1 001-0546060-000	8/23/2021 0:00	$344.58	$149.58	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0546191-000	8/24/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0546366-000	8/26/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0546394-000	8/27/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	

1 001-0546537-000	8/30/2021 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1 001-0546548-000	8/30/2021 0:00	$148.99	$148.99	$0.00	POWELL TRACTOR INC
1 001-0546588-000	8/31/2021 0:00	$148.75	$148.75	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0546612-000	8/31/2021 0:00	$149.60	$149.60	$0.00	TYLER EQUIPMENT CO INC
1 001-0546699-000	9/1/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0546772-000	9/2/2021 0:00	$348.84	$148.84	$200.00	HERRINGTON INC
1 001-0546794-000	9/3/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0546802-000	9/3/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0546818-000	9/3/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0546930-000	9/8/2021 0:00	$349.80	$149.80	$200.00	HERRINGTON INC
1 001-0547005-000	9/8/2021 0:00	$148.41	$148.41	$0.00	POWELL TRACTOR INC
1 001-0547010-000	9/9/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0547226-000	9/13/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0547337-000	9/14/2021 0:00	$149.10	$149.10	$0.00	TYLER EQUIPMENT CO INC
1 001-0547352-000	9/14/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0547563-000	9/20/2021 0:00	$344.88	$149.88	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0547692-000	9/21/2021 0:00	$150.00	$150.00	$0.00	ATLAS EQUIPMENT
1 001-0547734-000	9/22/2021 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0547741-000	9/22/2021 0:00	$344.61	$149.61	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0547823-000	9/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0547851-000	9/23/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0547866-000	9/23/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0548153-000	9/29/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0548187-000	9/29/2021 0:00	$349.87	$149.87	$200.00	HERRINGTON INC
1 001-0548208-000	9/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0548210-000	9/30/2021 0:00	$148.40	$148.40	$0.00	POWELL TRACTOR INC
1 001-0548300-000	9/30/2021 0:00	$250.00	$150.00	$100.00	MONTGOMERY TRACTOR SALES INC
1 001-0548312-000	9/30/2021 0:00	$344.68	$149.68	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0548369-000	9/30/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0548418-000	10/1/2021 0:00	$146.94	$146.94	$0.00	POWELL TRACTOR INC
1 001-0548826-000	10/11/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0548828-000	10/12/2021 0:00	$275.00	$150.00	$125.00	JIM'S FARM EQUIPMENT
1 001-0549188-000	10/19/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0549264-000	10/20/2021 0:00	$349.78	$149.78	$200.00	HERRINGTON INC
1 001-0549398-000	10/22/2021 0:00	$343.60	$148.60	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0549619-000	10/27/2021 0:00	$348.86	$148.86	$200.00	HERRINGTON INC
1 001-0549656-000	10/28/2021 0:00	$343.86	$148.86	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0549716-000	10/29/2021 0:00	$149.58	$149.58	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0549741-000	10/29/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0549827-000	11/1/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0550087-000	11/5/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0550242-000	11/10/2021 0:00	$349.40	$149.40	$200.00	HERRINGTON INC
1 001-0550286-000	11/11/2021 0:00	$344.77	$149.77	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0550299-000	11/11/2021 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1 001-0550315-000	11/11/2021 0:00	$149.68	$149.68	$0.00	POWELL TRACTOR INC
1 001-0550618-000	11/18/2021 0:00	$148.95	$148.95	$0.00	WESTERN CAROLINA LAWN & TRACTO
1 001-0550646-000	11/22/2021 0:00	$173.52	$148.52	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0550717-000	11/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0550756-000	11/24/2021 0:00	$149.54	$149.54	$0.00	TRACTOR MART LLC
1 001-0550768-000	11/23/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0550873-000	11/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0550977-000	11/30/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0551001-000	11/30/2021 0:00	$344.80	$149.80	$195.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0551008-000	11/30/2021 0:00	$174.23	$149.23	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0551081-000	12/8/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0551176-000	12/3/2021 0:00	$499.55	$149.55	$350.00	SWIDERSKI EQUIPMENT INC
1 001-0551334-000	12/8/2021 0:00	$149.31	$149.31	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0551434-000	12/9/2021 0:00	$149.92	$149.92	$0.00	TYLER EQUIPMENT CO INC
1 001-0551679-000	12/15/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0551716-000	12/15/2021 0:00	$349.36	$149.36	$200.00	HERRINGTON INC
1 001-0551717-000	12/15/2021 0:00	$145.87	$145.87	$0.00	POWELL TRACTOR INC
1 001-0551805-000	12/16/2021 0:00	$149.46	$149.46	$0.00	TYLER EQUIPMENT CO INC
1 001-0551974-000	12/20/2021 0:00	$149.88	$149.88	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0552031-000	12/21/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0552218-000	12/23/2021 0:00	$344.43	$149.43	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0552220-000	12/23/2021 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0552360-000	12/27/2021 0:00	$149.55	$149.55	$0.00	POWELL TRACTOR INC
1 001-0552474-000	12/28/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0552854-000	12/31/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0552874-000	12/31/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0553075-000	1/5/2022 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0553098-000	1/5/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553104-000	1/6/2022 0:00	$349.92	$149.92	$200.00	HERRINGTON INC
1 001-0553137-000	1/7/2022 0:00	$148.51	$148.51	$0.00	TYLER EQUIPMENT CO INC
1 001-0553146-000	1/7/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553172-000	1/7/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553209-000	1/10/2022 0:00	$148.80	$148.80	$0.00	TYLER EQUIPMENT CO INC
1 001-0553251-000	1/11/2022 0:00	$349.48	$149.48	$200.00	HERRINGTON INC
1 001-0553317-000	1/14/2022 0:00	$349.68	$149.68	$200.00	HERRINGTON INC
1 001-0553404-000	1/18/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553481-000	1/19/2022 0:00	$146.36	$146.36	$0.00	POWELL TRACTOR INC
1 001-0553619-000	1/21/2022 0:00	$349.65	$149.65	$200.00	HERRINGTON INC
1 001-0553656-000	1/24/2022 0:00	$149.06	$149.06	$0.00	TYLER EQUIPMENT CO INC
1 001-0553764-000	1/26/2022 0:00	$148.60	$148.60	$0.00	POWELL TRACTOR INC
1 001-0554180-000	2/4/2022 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1 001-0554295-000	2/9/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0554388-000	2/10/2022 0:00	$149.60	$149.60	$0.00	TYLER EQUIPMENT CO INC
1 001-0554447-000	2/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0554465-000	2/15/2022 0:00	$347.88	$147.88	$200.00	HERRINGTON INC
1 001-0554482-000	2/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0554518-000	2/15/2022 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0554562-000	2/15/2022 0:00	$349.92	$149.92	$200.00	BRUNO'S FARM AND LAWN LLC
1 001-0554618-000	2/16/2022 0:00	$149.89	$149.89	$0.00	TYLER EQUIPMENT CO INC
1 001-0554633-000	2/16/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0554641-000	2/16/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0554695-000	2/21/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0554876-000	2/22/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0554950-000	2/23/2022 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1 001-0554967-000	2/23/2022 0:00	$349.57	$149.57	$200.00	HERRINGTON INC
1 001-0555005-000	2/25/2022 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0555025-000	3/9/2022 0:00	$449.00	$150.00	$299.00	OCMULGEE OUT DOORS INC
1 001-0555123-000	2/25/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0555311-000	3/2/2022 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0555346-000	3/7/2022 0:00	$149.98	$149.98	$0.00	TRACTOR MART LLC
1 001-0555569-000	3/8/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0555668-000	3/9/2022 0:00	$149.02	$149.02	$0.00	TYLER EQUIPMENT CO INC

1 001-0556000-000	3/16/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0556298-000	3/25/2022 0:00	$300.00	$150.00	$-150.00	TYLER EQUIPMENT CO INC	
1 001-0556405-000	3/24/2022 0:00	$140.79	$140.79	$0.00	TYLER EQUIPMENT CO INC	
1 001-0556530-000	3/24/2022 0:00	$348.84	$149.84	$200.00	HERRINGTON INC	
1 001-0556542-000	3/24/2022 0:00	$149.35	$149.35	$0.00	WESTERN CAROLINA LAWN & TRACTO	
1 001-0556618-000	3/25/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0556709-000	3/28/2022 0:00	$149.82	$149.82	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0556800-000	3/30/2022 0:00	$150.00	$150.00	$0.00	MM WEAVER INC	
1 001-0557227-000	4/1/2022 0:00	$149.52	$149.52	$0.00	TYLER EQUIPMENT CO INC	
1 001-0557517-000	4/11/2022 0:00	$149.54	$149.54	$0.00	TYLER EQUIPMENT CO INC	
1 001-0557574-000	4/8/2022 0:00	$149.59	$149.59	$0.00	TRACTOR MART LLC	
1 001-0557604-000	4/8/2022 0:00	$349.42	$149.42	$200.00	HERRINGTON INC	
1 001-0557632-000	4/8/2022 0:00	$349.96	$149.96	$200.00	HERRINGTON INC	
1 001-0557649-000	4/11/2022 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0557686-000	4/11/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0557858-000	4/14/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0557877-000	4/13/2022 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT	
1 001-0557895-000	4/14/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0557930-000	4/14/2022 0:00	$349.88	$149.88	$200.00	HERRINGTON INC	
1 001-0557982-000	4/15/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0558302-000	4/21/2022 0:00	$344.88	$149.88	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0558460-000	4/25/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0558467-000	4/25/2022 0:00	$344.86	$149.86	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0558543-000	4/26/2022 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0558601-000	4/26/2022 0:00	$149.58	$149.58	$0.00	TRACTOR MART LLC	
1 001-0558619-000	4/26/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0558663-000	4/27/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0558846-000	4/29/2022 0:00	$349.84	$149.84	$200.00	HERRINGTON INC	
1 001-0558877-000	4/29/2022 0:00	$149.80	$149.80	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0559026-000	5/2/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0559072-000	5/3/2022 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.	
1 001-0559235-000	5/5/2022 0:00	$250.00	$150.00	$100.00	MONTGOMERY TRACTOR SALES INC	
1 001-0559542-000	5/16/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0559797-000	5/23/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0559982-000	5/25/2022 0:00	$0.00	$0.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0560181-000	5/26/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0560621-000	6/3/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0560653-000	6/3/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0560969-000	6/6/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0561028-000	6/9/2022 0:00	$263.00	$150.00	$113.00	MAYER FARM EQUIPMENT LLC	
1 001-0561047-000	6/10/2022 0:00	$345.00	$150.00	$113.00	MAYER FARM EQUIPMENT LLC	
1 001-0561098-000	6/10/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0561144-000	6/13/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0561264-000	6/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0561278-000	6/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0561587-000	6/21/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0562262-000	7/1/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0562691-000	7/13/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0562729-000	7/14/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0562745-000	7/15/2022 0:00	$349.60	$149.60	$200.00	HERRINGTON INC	
1 001-0562871-000	7/18/2022 0:00	$149.63	$149.63	$0.00	TYLER EQUIPMENT CO INC	
1 001-0562877-000	7/18/2022 0:00	$150.00	$150.00	$0.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0562895-000	7/19/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	

1 001-0562923-000	7/19/2022 0:00	$349.60	$149.60	$200.00	HERRINGTON INC
1 001-0563008-000	7/21/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0563130-000	7/25/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0563148-000	7/26/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0563240-000	7/27/2022 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0563278-000	7/28/2022 0:00	$149.58	$149.58	$0.00	TYLER EQUIPMENT CO INC
1 001-0563285-000	7/29/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
3 003-0517600-000	4/29/2020 0:00	$148.82	$148.82	$0.00	TYLER EQUIPMENT CO INC
3 003-0517767-000	5/13/2020 0:00	$148.30	$148.30	$0.00	TYLER EQUIPMENT CO INC
3 003-0518115-000	5/12/2020 0:00	$149.39	$149.39	$0.00	TYLER EQUIPMENT CO INC
3 003-0519922-000	5/30/2020 0:00	$148.64	$148.64	$0.00	TYLER EQUIPMENT CO INC
3 003-0525005-000	8/6/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
3 003-0525276-000	8/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	)	CASE NO. 2021-CP-46-01792
Eswin Aguilar,	)	
Plaintiff,	)	**DEFENDANT AGCO CORP.'S ANSWER TO PLAINTIFF'S FOURTH AMENDED COMPLAINT**
v.	)	
AGCO Corp.	)	
Defendant.	)	

COMES NOW Defendant AGCO Corp. (hereinafter "AGCO") and, pursuant to S.C. R. Civ. P. 8 and 12, respectfully submits its Answer and Affirmative Defenses to the Fourth Amended Complaint ("Amended Complaint") of Eswin Aguilar (hereinafter "Plaintiff"), and shows this Court as follows:

GENERAL RESPONSE

Except as expressly admitted herein, AGCO denies any and all allegations contained in Plaintiff's Amended Complaint.

RESPONSES TO SPECIFIC ALLEGATIONS

PARTIES[1]

1. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegation set forth in Paragraph 1 of the Amended Complaint and therefore denies the allegation.

[1] In the interest of clarity and consistency, AGCO's Answer and Affirmative Defenses to Plaintiff's Third Amended Complaint mirrors the section headings of Plaintiff's Third Amended Complaint. No admission as to any allegation contained therein should be inferred from AGCO's use of such headings. To the extent that such is necessary, AGCO denies any and all allegations contained in, or that could be inferred from, these headings.

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2. AGCO admits the allegations in Paragraph 2 of the Amended Complaint.

JURISDICTION AND VENUE

3. Insofar as Plaintiff asserts legal standards or conclusions in Paragraph 3 of the Amended Complaint, no response is required. To the extent a response is required, denied.

4. AGCO admits only that it is a foreign corporation possessing a Certificate of Authority under the provisions of S.C. Code Ann. § 33-15-101 *et seq*. AGCO denies all remaining allegations in Paragraph 4 of the Amended Complaint as stated.

5. Insofar as Plaintiff asserts legal standards or conclusions in Paragraph 5 of the Amended Complaint, no response is required. To the extent a response is required, denied.

BACKGROUND

6. AGCO admits the allegations in Paragraph 6 of the Amended Complaint.

7. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 7 of the Amended Complaint and therefore denies the allegations.

8. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 8 of the Amended Complaint and therefore denies the allegations.

9. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 9 of the Amended Complaint and therefore denies the allegations.

10. AGCO admits the allegations set forth in Paragraph 10 of the Amended Complaint.

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11. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11 of the Amended Complaint and therefore denies the allegations.

12. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12 of the Amended Complaint and therefore denies the allegations.

13. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13 of the Amended Complaint and therefore denies the allegations.

14. AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 14 to the extent they conflict with the terms of the referenced document.

15. AGCO denies the allegations in Paragraph 15 of the Amended Complaint.

16. AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 16 to the extent they conflict with the terms of the referenced document.

17. AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 17 to the extent they conflict with the terms of the referenced document.

18. AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 18 to the extent they conflict with the terms of the referenced document.

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19. AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 19 to the extent they conflict with the terms of the referenced document.

20. Insofar as Plaintiff asserts legal standards or conclusions, no response is required. Responding further, AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 20 to the extent they conflict with the terms of the referenced document.

21. AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 21 to the extent they conflict with the terms of the referenced document.

22. Insofar as Plaintiff asserts legal standards or conclusions, no response is required. Responding further, AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 22 to the extent they conflict with the terms of the referenced document.

23. Insofar as Plaintiff asserts legal standards or conclusions, no response is required. Responding further, AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 23 to the extent they conflict with the terms of the referenced document.

24. AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 24 to the extent they conflict with the terms of the referenced document.

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25. AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 25 to the extent they conflict with the terms of the referenced document.

26. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 26 of the Amended Complaint and therefore denies the allegations.

27. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 27 of the Amended Complaint and therefore denies the allegations.

28. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 28 of the Amended Complaint and therefore denies the allegations.

29. AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 29 to the extent they conflict with the terms of the referenced document.

30. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 30 of the Amended Complaint and therefore denies the allegations.

31. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 31 of the Amended Complaint and therefore denies the allegations.

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32. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 32 of the Amended Complaint and therefore denies the allegations.

33. AGCO denies the allegations set forth in Paragraph 33 of the Amended Complaint as stated.

34. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 34 of the Amended Complaint and therefore denies the allegations.

35. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 35 of the Amended Complaint and therefore denies the allegations.

36. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 36 of the Amended Complaint and therefore denies the allegations.

37. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 37 of the Amended Complaint and therefore denies the allegations.

38. AGCO admits only that the statements within the referenced document speak for themselves. AGCO denies any remaining allegations in Paragraph 38 to the extent they conflict with the statements within the referenced document.

39. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 39 of the Amended Complaint and therefore denies the allegations.

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40. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 40 of the Amended Complaint and therefore denies the allegations.

41. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 41 of the Amended Complaint and therefore denies the allegations.

42. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 42 of the Amended Complaint and therefore denies the allegations.

43. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 43 of the Amended Complaint and therefore denies the allegations.

44. AGCO admits only that the statements within the referenced document speak for themselves. AGCO denies any remaining allegations in Paragraph 44 to the extent they conflict with the statements within the referenced document.

45. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 45 of the Amended Complaint and therefore denies the allegations.

46. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 46 of the Amended Complaint and therefore denies the allegations.

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47. AGCO admits only that the statements within the referenced document speak for themselves. AGCO denies any remaining allegations in Paragraph 47 to the extent they conflict with the statements within the referenced document.

48. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 48 of the Amended Complaint and therefore denies the allegations.

49. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 49 of the Amended Complaint and therefore denies the allegations.

50. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 50 of the Amended Complaint and therefore denies the allegations.

51. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 51 of the Amended Complaint and therefore denies the allegations.

52. AGCO admits only that Plaintiff contacted AGCO to request an inspection of the Tractor. AGCO denies all remaining allegations in Paragraph 52 of the Amended Complaint.

53. AGCO admits only that a representative was sent to Plaintiff's property on or around October 20, 2020 and denies the remaining allegations in Paragraph 53 of the Amended Complaint as stated.

54. AGCO denies the allegations in Paragraph 54 of the Amended Complaint as stated.

55. AGCO denies the allegations in Paragraph 55 of the Amended Complaint as stated.

56. AGCO denies the allegations in Paragraph 56 of the Amended Complaint as stated.

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57. AGCO admits only that a loaner tractor was provided to Plaintiff by Nance. AGCO is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 57 of the Amended Complaint and therefore denies the allegations.

58. AGCO admits only that the statements within the referenced document, specifically an email dated January 4, 2021, speak for themselves. AGCO denies any remaining allegations in Paragraph 58 to the extent they conflict with the statements within the referenced document.

59. AGCO admits only that the statements within the referenced document, specifically an email dated January 4, 2021, speak for themselves. AGCO denies any remaining allegations in Paragraph 59 to the extent they conflict with the statements within the referenced document.

60. AGCO admits only that Plaintiff requested an extended warranty in writing. AGCO is without knowledge or information sufficient to form a belief as to the truth as to the remaining allegations set forth in Paragraph 60 of the Amended Complaint and therefore denies the allegations.

61. AGCO admits only that the statements within the referenced document, specifically a Maintenance Work Order dated January 8, 2021, speak for themselves. AGCO denies any remaining allegations in Paragraph 61 to the extent they conflict with the statements within the referenced document.

62. AGCO admits that the statements within the referenced document, specifically an email dated January 8, 2021, speak for themselves. AGCO denies any remaining allegations in Paragraph 62 to the extent they conflict with the statements within the referenced document.

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63. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 63 of the Amended Complaint and therefore denies the allegations.

64. AGCO admits only that in an email sent on January 14, 2021 Plaintiff requested an extended warranty from AGCO on January 14, 2021 and stated, "If the tractor has any more issues, I will need it replaced with a new one." AGCO denies the remaining allegations in Paragraph 64.

65. AGCO admits only that the statements within the referenced document, specifically an email from Jacob Willis on January 14, 2021, speak for themselves. AGCO denies any remaining allegations in Paragraph 65 to the extent they conflict with the statements within the referenced document.

66. AGCO denies the allegations in Paragraph 66 of Plaintiff's Amended Complaint as stated.

67. AGCO admits only that the statements within the referenced document, specifically an email dated April 22, 2021, speak for themselves. AGCO denies any remaining allegations in Paragraph 67 to the extent they conflict with the statements within the referenced document.

68. AGCO denies the allegations in Paragraph 68 of Plaintiff's Amended Complaint as stated.

69. AGCO admits only that a loaner tractor was offered to Plaintiff, which Plaintiff refused. AGCO denies the remaining allegations in Paragraph 69.

70. AGCO admits only that a loaner tractor was offered to Plaintiff, which Plaintiff refused. AGCO denies the remaining allegations in Paragraph 70 as stated.

71. AGCO denies the allegations set forth in Paragraph 71 of the Amended Complaint.

72. AGCO denies the allegations set forth in Paragraph 72 of the Amended Complaint.

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73. AGCO admits only that the terms and conditions of the referenced document(s) speak for themselves. AGCO denies any remaining allegations in Paragraph 73 to the extent they conflict with the terms of the referenced document, including any allegation that AGCO fabricated email correspondence.

74. AGCO denies the allegations set forth in Paragraph 74 of the Amended Complaint.

75. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 75 of the Amended Complaint and therefore denies the allegations.

76. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 76 of the Amended Complaint and therefore denies the allegations.

77. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 77 of the Amended Complaint and therefore denies the allegations.

78. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 78 of the Amended Complaint and therefore denies the allegations.

79. AGCO admits only that Jacob Willis contacted Plaintiff on or about October 29, 2021 and informed him that the Tractor had been repaired and was ready to be delivered to him, but that Plaintiff responded that he did not want the Tractor and was pursuing legal action. AGCO denies all remaining allegations in Paragraph 79 of the Amended Complaint.

80. AGCO denies the allegations set forth in Paragraph 80 of the Amended Complaint.

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81. AGCO admits only that Jacob contacted Plaintiff on or about October 29, 2021 and informed him that the Tractor had been repaired and was ready to be delivered to him, but that Plaintiff responded that he did not want the Tractor and was pursuing legal action. AGCO denies all remaining allegations in Paragraph 81 of the Amended Complaint.

82. AGCO denies the allegations set forth in Paragraph 82 of the Amended Complaint.

FOR A FIRST CAUSE OF ACTION
(Breach of express warranty)

83. AGCO realleges and reincorporates all of its previous responses in responding to Paragraph 83 of Plaintiff's Amended Complaint.

84. AGCO admits only that the terms and conditions of the referenced document, and specifically AGCO's Limited Warranty, speak for themselves. AGCO denies any remaining allegations in Paragraph 84 to the extent they conflict with the terms of the referenced document.

85. AGCO admits only that the terms and conditions of the referenced document, and specifically AGCO's Limited Warranty, speak for themselves. AGCO denies any remaining allegations in Paragraph 85 to the extent they conflict with the terms of the referenced document.

86. AGCO admits only that the statements within the referenced document, specifically an email dated January 14, 2021, speak for themselves. AGCO denies any remaining allegations in Paragraph 86 to the extent they conflict with the terms of the referenced document.

87. Insofar as Plaintiff asserts legal standards or conclusions in Paragraph 87 of the Amended Complaint, no response is required. To the extent a response is required, denied.

88. Insofar as Plaintiff asserts legal standards or conclusions in Paragraph 88 of the Amended Complaint, no response is required. To the extent a response is required, denied.

89. AGCO denies the allegations in Paragraph 89 of the Amended Complaint.

90. AGCO denies the allegations in Paragraph 90 of the Amended Complaint.

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91. AGCO denies the allegations in Paragraph 91 of the Amended Complaint.

92. AGCO denies the allegations in Paragraph 92 of the Amended Complaint.

93. AGCO denies the allegations in Paragraph 93 of the Amended Complaint.

94. AGCO denies the allegations in Paragraph 94 of the Amended Complaint.

FOR A SECOND CAUSE OF ACTION
(Conversion)

95. AGCO realleges and reincorporates all of its previous responses in responding to Paragraph 95 of Plaintiff's Amended Complaint.

96. AGCO admits only that Plaintiff authorized the Tractor to be picked up for repairs. AGCO denies the remaining allegations in Paragraph 96 as stated.

97. AGCO admits only that a loaner tractor was offered to Plaintiff, which Plaintiff refused. AGCO denies the remaining allegations in Paragraph 97 as stated.

98. AGCO admits only that a loaner tractor was offered to Plaintiff, which Plaintiff refused. AGCO denies the remaining allegations in Paragraph 98 as stated.

99. AGCO denies the allegations set forth in Paragraph 99 of the Amended Complaint.

100. AGCO denies the allegations set forth in Paragraph 100 of the Amended Complaint.

101. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 101 of the Amended Complaint and therefore denies the allegations.

102. AGCO denies the allegations set forth in Paragraph 102 of the Amended Complaint.

103. AGCO admits only that the Tractor is located at Powell Tractor in Westminster, SC and that Jacob Willis of AGCO contacted Plaintiff on or about October 29, 2021 and informed Plaintiff that the Tractor had been repaired and could be delivered to him, but that Plaintiff responded that he needed to check with his counsel and would get back to Mr. Willis. AGCO

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further admits that Plaintiff has since refused to accept delivery of the Tractor. AGCO denies all remaining allegations set forth in Paragraph 103 of the Amended Complaint as stated.

104. AGCO denies the allegations in Paragraph 104 of the Amended Complaint.

105. AGCO denies the allegations in Paragraph 105 of the Amended Complaint.

106. AGCO denies the allegations in Paragraph 106 of the Amended Complaint.

107. AGCO denies the allegations in Paragraph 107 of the Amended Complaint.

FOR A THIRD CAUSE OF ACTION
(Negligent Bailment)

108. AGCO realleges and reincorporates all of its previous responses in responding to Paragraph 108 of Plaintiff's Amended Complaint.

109. AGCO admits only that Plaintiff authorized the Tractor to be picked up for repairs. AGCO denies the remaining allegations in Paragraph 109 as stated.

110. AGCO admits only that Plaintiff requested that Nance not perform any further work on the Tractor and the Tractor was transported to Powell Tractor Inc. in Westminster, SC. AGCO denies all remaining allegations in Paragraph 110 of the Amended Complaint.

111. Insofar as Plaintiff asserts legal standards or conclusions in Paragraph 111 of the Amended Complaint, no response is required. To the extent a response is required, denied.

112. Insofar as Plaintiff asserts legal standards or conclusions in Paragraph 112 of the Amended Complaint, no response is required. To the extent a response is required, denied.

113. AGCO denies the allegations in Paragraph 113 of the Amended Complaint.

114. AGCO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 114 of the Amended Complaint and therefore denies the allegations.

115. AGCO denies the allegations in Paragraph 115 of the Amended Complaint.

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116. AGCO denies the allegations in Paragraph 116 of the Amended Complaint.

FOR A FOURTH CAUSE OF ACTION
(Civil Conspiracy)

117. AGCO realleges and reincorporates all of its previous responses in responding to Paragraph 117 of Plaintiff's Amended Complaint.

118. AGCO denies the allegations in Paragraph 118 of the Amended Complaint.

119. AGCO denies the allegations in Paragraph 119 of the Amended Complaint.

120. AGCO denies the allegations in Paragraph 120 of the Amended Complaint.

121. AGCO denies the allegations in Paragraph 121 of the Amended Complaint.

122. AGCO denies the allegations in Paragraph 122 of the Amended Complaint.

123. AGCO denies the allegations in Paragraph 123 of the Amended Complaint.

124. AGCO denies the allegations in Paragraph 124 of the Amended Complaint.

FOR A FIFTH CAUSE OF ACTION
(Unfair Trade Practices Act Violation)

125. AGCO realleges and reincorporates all of its previous responses in responding to Paragraph 125 of Plaintiff's Amended Complaint.

126. AGCO denies the allegations in Paragraph 126 of the Amended Complaint.

127. AGCO denies the allegations in Paragraph 127 of the Amended Complaint, including all subparagraphs.

128. AGCO denies the allegations in Paragraph 128 of the Amended Complaint.

129. AGCO denies the allegations in Paragraph 129 of the Amended Complaint.

130. AGCO denies the allegations in Paragraph 130 of the Amended Complaint.

131. AGCO denies the allegations in Paragraph 131 of the Amended Complaint.

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FOR A SIXTH CAUSE OF ACTION
(Violation of the South Carolina Fair Practices of Farm, Construction, Industrial, and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers, and Dealers Act)

132. AGCO realleges and reincorporates all of its previous responses in responding to Paragraph 132 of Plaintiff's Amended Complaint.

133. Insofar as Plaintiff asserts legal standards or conclusions in Paragraph 133 of the Amended Complaint, no response is required. To the extent a response is required, denied.

134. Insofar as Plaintiff asserts legal standards or conclusions in Paragraph 134 of the Amended Complaint, no response is required. To the extent a response is required, denied.

135. Insofar as Plaintiff asserts legal standards or conclusions in Paragraph 135 of the Amended Complaint, no response is required. To the extent a response is required, denied.

136. AGCO denies the allegations in Paragraph 136 of the Amended Complaint.

137. AGCO denies the allegations in Paragraph 137 of the Amended Complaint.

138. AGCO denies the allegations in Paragraph 138 of the Amended Complaint.

139. AGCO denies the allegations in Paragraph 139 of the Amended Complaint.

140. AGCO denies the allegations in Paragraph 140 of the Amended Complaint.

141. AGCO denies the allegations in Paragraph 141 of the Amended Complaint.

142. AGCO denies the allegations in Paragraph 142 of the Amended Complaint.

143. AGCO denies the allegations in Paragraph 143 of the Amended Complaint.

144. AGCO denies the allegations in Paragraph 144 of the Amended Complaint.

145. AGCO denies the allegations in Paragraph 145 of the Amended Complaint.

146. AGCO denies all allegations contained in the WHEREFORE paragraph of Plaintiff's Amended Complaint.

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AFFIRMATIVE DEFENSES

FIRST DEFENSE

AGCO, at all times, acted within its legal rights and with due care and just cause in the conduct of its activities.

SECOND DEFENSE

AGCO hereby asserts lack of privity as a defense to Plaintiff's claims against AGCO.

THIRD DEFENSE

Upon information and belief, Plaintiff failed to notify AGCO within a reasonable time after he discovered or should have discovered the alleged defects with the subject Tractor. As a result, Plaintiff is barred from seeking recovery as such notice and opportunity to cure is a condition precedent to a claim for breach of express warranty.

FOURTH DEFENSE

Plaintiff's alleged damages are limited to the extent he failed to mitigate said damages.

FIFTH DEFENSE

Plaintiff's claims are barred by the doctrines of waiver, estoppel, laches, or unclean hands.

SIXTH DEFENSE

Plaintiff's Complaint is barred by failure of consideration.

SEVENTH DEFENSE

Plaintiff's claims are barred in whole or in part by the failure to satisfy conditions precedent.

EIGHTH DEFENSE

AGCO asserts that Plaintiff's Amended Complaint is barred, in whole or in part, by the acts or omissions of persons or entities other than AGCO.

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NINTH DEFENSE

Plaintiff's claims are barred or limited by the abnormal use, intentional misuse and improper maintenance of the subject Tractor, including, but not limited to, the mishandling of the Tractor due to the failure to follow the manufacturer's instructions and maintenance recommendations.

TENTH DEFENSE

AGCO is entitled to a set-off of damages in the event Plaintiff submitted a claim to, and received payment from, another source.

ELEVENTH DEFENSE

The damages allegedly suffered by Plaintiff were caused by Plaintiff's own negligence, including, but not limited to, Plaintiff's disregard of warnings, instructions, or maintenance regarding the proper use and maintenance of the Subject Tractor, thereby barring recovery in whole or in part.

TWELFTH DEFENSE

Plaintiff's claims are barred in whole or in part by the absence of any breach of any duty AGCO owed to Plaintiff.

THIRTEENTH DEFENSE

Plaintiff's recovery of the alleged damages is barred in whole or in part by the limitations imposed by law on the recovery of such damages. In connection with this pleading, AGCO asserts all damage limitations stated in the South Carolina Code, and any other applicable statutes.

FOURTEENTH DEFENSE

The subject Tractor was not defective at the time it left the control of AGCO.

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FIFTEENTH DEFENSE

At all times during the design, manufacture, engineering, assembly, and inspection of the subject Tractor, the same was in compliance with all applicable federal and state legislative regulatory standards or administrative regulatory standards relating to design or performance of the subject Tractor and therefore, Plaintiff may not recover damages from AGCO.

SIXTEENTH DEFENSE

Plaintiff is barred from obtaining any recovery on the allegations in the Amended Complaint because AGCO has abided by all applicable laws, regulations, and statutes.

SEVENTEENTH DEFENSE

AGCO pleads the express terms and limitations of any warranties pertaining to the subject Tractor as if stated fully herein.

EIGHTEENTH DEFENSE

Pursuant to S.C. Code Ann. § 15-38-15, Plaintiff's claim must be apportioned among those persons at fault. Specifically, AGCO is entitled to a reduction of damages based upon the percentage of fault attributable to Plaintiff, other parties, non-parties, or third parties other than AGCO.

NINETEENTH DEFENSE

Any damages that Plaintiff allegedly sustained were due to and proximately caused by the negligence of the Plaintiff, a third party, non-party, or party other than AGCO. The negligence of Plaintiff, a third party, non-party, or another party other than AGCO was greater in proportion to the alleged negligence of AGCO, if any, which is denied. Therefore, AGCO expressly pleads the comparative negligence of the Plaintiff or any other party, third party, or non-party as a complete bar to any recovery against AGCO in this action.

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TWENTIETH DEFENSE

Plaintiff's claims are barred in whole or in part by the failure to satisfy conditions precedent.

TWENTY-FIRST DEFENSE

Any injury suffered by Plaintiff was caused in whole or in part by the actions or inactions of Plaintiff or others but not by the actions or inactions of AGCO.

TWENTY-SECOND DEFENSE

Plaintiff's claims are barred in whole or in part because Plaintiff has alleged that AGCO complied with the terms of its Limited Warranty.

TWENTY-THIRD DEFENSE

Plaintiff's claims are barred in whole or in part because AGCO has not engaged in unfair or deceptive trade practices.

TWENTY-FOURTH DEFENSE

Plaintiff's claims are barred in whole or in part because Plaintiff authorized AGCO to pick up the Tractor for repair and has refused to accept the return of the Tractor.

TWENTY-FIFTH DEFENSE

Plaintiff's claims are barred in whole or in part because AGCO has not acted with the intent to harm Plaintiff, nor has it acted in furtherance of a conspiracy.

TWENTY-SIXTH DEFENSE

Any award of punitive damages should be limited by S.C. Code § 15-32-530.

TWENTY-SEVENTH DEFENSE

To the extent Plaintiff seeks damages for purely economic losses, Plaintiff's remedies are limited by the Economic Loss Rule, to include the prohibition against tort-based causes of action.

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TWENTY-EIGHTH DEFENSE

Plaintiff's sixth cause of action is time-barred. Regarding claims for violations under South Carolina's Fair Practices of Farm, Construction, Industrial, and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers, and Dealers Act (the "S.C. Fair Practices Act"), S.C. Code Ann. § 39-6-150 provides: "[a]ctions rising out of this chapter must be commenced within three years after the cause of action accrues." The alleged violations committed by AGCO occurred on or before Plaintiff's purchase of the Tractor on April 24, 2019.

TWENTY-NINTH DEFENSE

Plaintiff's sixth cause of action is barred because the S.C. Fair Practices Act does not apply to Plaintiff's Retail Instalment Contract. Specifically, S.C. Code Ann. § 39-6-120 defines the types of agreements covered by the Act as: "The provisions of this chapter apply to all written and oral agreements between a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, or wholesale branch or division and an equipment dealer." Plaintiff is not an equipment dealer. Thus, to the extent Plaintiff alleges violations of the S.C. Fair Practices Act related to the challenged Retail Instalment Contract, the Contract is not covered by the Act.

THIRTIETH DEFENSE

AGCO reserves the right to amend and supplement its Affirmative Defenses to include any applicable defense of law or fact, of which it is not presently aware.

WHEREFORE, AGCO denies that Plaintiff is entitled to judgment, any recovery of damages, fees or costs and asks that Plaintiff's claims be dismissed, and that AGCO be awarded costs and such other and further relief as may be deemed just and appropriate.

Respectfully submitted this 5th day of March, 2024.

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Attorneys for AGCO Corporation

Columbia, South Carolina

March 5, 2024

STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT 16
COUNTY OF YORK) COURT C.A NO. 2021-CP-46-01792

Eswin Aguilar,)
Plaintiff,)
Versus)
AGCO Corp and AGCO Finance LLC,)
Defendant.)

H E A R I N G

DATE: August 15, 2023

LOCATION: South Carolina Circuit Court 16

JUDGE: William A. McKinnon

TRANSCRIBED BY: ERIN REILLY

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[EXHIBITS]

[None Marked]

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THE COURT: All right. Yes, sir.

MR. PATTERSON: May I please the Court, Your Honor. Cory Patterson with Nelson Mullins representing AGCO Corporation. Your Honor, this is our motion to dismiss and in respect for the Court, I know the Court has a busy -- so we'll try to -- I'll try to keep it brief and kind of give you the TV guide version of the facts and then move into our legal arguments.

Your Honor, we're asking for Plaintiff's third amended complaint to be dismissed in its entirety. The facts of this case are that AGCO makes tractors and manufactures tractors and sells them through dealers. And the Plaintiff Mr. Aguilar bought one of our tractors, I believe it's a 2019 Massey Ferguson tractor on April 24th, 2019, and he bought that through Nance Tractor, I believe that is the dealer and he also financed that tractor through Nance as well with an AGCO finance that was a party to this action. When purchasing the tractor, he did buy -- he purchased it with a warranty that I believe was 2,400 hours or two years, whichever comes first, and I might be wrong on the amount of hours. I'm sorry, 2000 hours and 24 months. And that's what I would consider kind of like your bumper-to-bumper type warranty.

There also is a limited warranty after that, that goes for 12 months or a 1,000 hours. And again, I might be

misstating that I have to take a look, but there is an extent - a limited warranty outside of that warranty as well upon purchase. And, again, that purchase was April 24th, 2019. I think it's pretty well documented within the amended complaint that there were issues with the tractor. Looking through the timeline I believe that Mr. Aguilar called or brought it to the attention of not only the dealer but AGCO that the tractor needed to be repaired several times, I would say six or seven, at least from the count of the bullets.

The last time the tractor needed to be picked up was April 24th, 2021, which was about three days prior to the warranty ending. And that tractor then was picked up on April the 28th, 2021, which was after the warranty had ended and then the suit was filed on June 8th, 2021. And I say all those dates to kind of work myself into our first reason for our motion to dismiss. Plaintiff has stated a claim for breach of express warranty. In order to prove a breach of express warranty, the Plaintiff has to show the existence of a warranty, the breach of the failure of the goods --

THE COURT: You don't have to tell me the elements of a warranty claim.

MR. PATTERSON: Yes, sir. And so, Your Honor, our argument is that Plaintiff has failed to allege the breach. And quite frankly, Your Honor, we just say that this claim would be premature. We go into the -- of course, the more of an argument

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within the brief but that Plaintiff's claim ends before AGCO ever has an opportunity to fix the tractor itself. So, he -- the last time it goes in or is noticed to do have a -- display an error code was April 21st, 2021. We come and pick up the tractor on the 28th and then suit is filed six weeks later. There was never an opportunity and this is kind of sound funny to say, there's never opportunity to breach it because we never got an opportunity to fix the tractor.

THE COURT: Mr. Patterson, this is a motion to dismiss. You're telling me there is no possible set of facts under their pleading where they can recover?

MR. PATTERSON: Yes, Your Honor.

THE COURT: I find that difficult to believe.

MR. PATTERSON: Well, Your Honor, if you think about it as, you know, we all drive vehicles and I'm a huge car guy. So, if you think about, you know, whether you -- I chose my poison with Audi and so my Audi from time to time gets a check engine light.

THE COURT: But you're saying six weeks is not enough time to fix it, right? It's premature?

MR. PATTERSON: Yeah.

THE COURT: That's a fact question. Next argument.

MR. PATTERSON: All right. Thank you, Your Honor. And going to the second claim is a South Carolina unfair deceptive trade practices claim. Plaintiff argues that it's an unfair and

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deceptive practice for him to have to pay for bringing in his tractor to an AGCO dealer, that that is an unfair practice because of the amount of times that he has.

THE COURT: You mean to make a warranty claim?

MR. PATTERSON: To make a warranty claim?

THE COURT: Right.

MR. PATTERSON: And so, Your Honor, again, the --as the warranty -- it's stated in the warranty itself that it is the buyer's job to bring it to an AGCO dealer. So, again, it's kind of baked in and it's in every --

THE COURT: Mr. Patterson, I mean, you may be right on that but, again, for me to rule for you today, there has to be no possible set of facts for which that claim can be true and I just can't rule that way on a motion to dismiss. I mean, you're -- I mean, there's no discovery, there's no nothing. You're just saying there's no possible set of facts where a requirement that a person bring the broken item to the dealer to make a warranty claim is an unfair trade practice that's just not true.

MR. PATTERSON: Your Honor, at least that there hasn't been any -- there's no case law that says that it is, that is an unfair practice there. The warranties have never been found to be adhesive or unconscionable and so in that scenario, it's stated in the warranty itself you have to bring -- if you're going to claim a defect to a warranty or you want

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to go get your tractor fixed, you have to bring it in. I don't see how there's a claim for an unfair and deceptive practice to something that you know coming into buying the tractor itself.

THE COURT: Make the argument after discovery.

MR. PATTERSON: Understood.

THE COURT: All right.

MR. PATTERSON: Moving along to the third one, Your Honor. The Plaintiff has a conversion claim. Your Honor, for there to be a conversion claim, the tractor was delivered, it wasn't an unauthorized taking of the tractor. There was nothing that AGCO did to -- that we came and just took the tractor from the Plaintiff. Plaintiff called AGCO they came and I think Nance picked up the tractor and so in that scenario, Your Honor, there's no unauthorized taking of the tractor. The Plaintiff actually asked us to take the tractor to fix it and so, you know, the conversion has to be intentional, it has to be unauthorized to take the tractor. Plaintiff brought the tractor to us to fix and we just didn't have enough time to fix it, Your Honor. So, that would be for the conversion claim.

THE COURT: Okay. Again, I mean, so your argument is if since they brought it to you to fix you can keep it forever?

MR. PATTERSON: Your Honor, and the thing is, again, and this might go is -- we'll probably lead to where the Court's going if this is a fat question but he was asked to take it back and he didn't. So, again, discovery.

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THE COURT: It sounds like a fat question.

MR. PATTERSON: Absolutely. Your Honor, negligent bailment. The negligent bailment claim fails just because of the economic loss rule.

THE COURT: Right but that's a contract rule. I mean, that it -- I mean the Plaintiff argues that they -- that there's a common law rule of safekeeping for a bailed item. Is that -- isn't that what they're arguing?

MR. PATTERSON: Well, Your Honor, there's nothing that states that we didn't keep it safe. I mean, again, we brought it in --

THE COURT: Well, they're alleging in their complaint and it may not be true. I mean, you could be completely right but, again, this sounds like something that needs to be resolved by a fact finder. I mean the allegation is you did not take proper care. I mean, you being your client, of course, did not take proper care of the item. That does state a claim under South Carolina law on the Court's opinion.

MR. PATTERSON: Understood, Your Honor. The last is civil conspiracy and Your Honor, there's no intent to harm in a civil conspiracy or at least there was no intent to harm as alleged in the civil conspiracy. And there's no separate action that's been alleged in the conspiracy different from any of the other claims that's been alleged in the previously --

THE COURT: Okay. But hasn't that requirement been

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eliminated by the Court? I mean the -- let me hear from the Plaintiff on this conspiracy claim.

MR. STUDEMEYER: Thank you, Your Honor. Ryan Studemeyer for the Plaintiff. My understanding of the argument in relation to the civil conspiracy claim and maybe I have it wrong but it's that we have failed to allege an intent on behalf of AGCO Corporation to harm my client, the Plaintiff. First of all, I would point out that is not an element of civil conspiracy we don't have to prove that. But in any event the Defendant does cite a case in their memorandum in support of this motion. It looks like it's paradise without an E. I'm going to call it Paradise versus Charleston County School District, I think. In any event that case, the phrase intent to harm does come up once in the main body of the opinion. And it only says, "Actions that can conform to the law, even when motivated by anger or an intent to harm must not be the basis of civil liability," but we're not alleging that what they did was within the -- or rather, I mean --

THE COURT: It doesn't -- I mean, that case says, "The elements are a combination of two or more persons to commit an unlawful act or a lawful act by unlawful means together with the commission that would overact in furtherance of the agreement and forward damages." And those are the elements, right?

MR. STUDEMEYER: That's correct, Your Honor.

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THE COURT: Mr. Patterson, those are the elements?

MR. PATTERSON: Yes, Your Honor.

THE COURT: That's from your memo.

MR. PATTERSON: Yes, Your Honor.

THE COURT: Okay. All right. I'm going to deny the motion.

MR. STUDEMEYER: Thank you, Your Honor.

THE COURT: Mr. Studemeyer, will you draft me an order?

MR. STUDEMEYER: I will, thank you, Your Honor.

THE COURT: Yes, sir.

MR. PATTERSON: Thank you, Your Honor.

THE COURT: Thank you, Mr. Patterson.

[END OF HEARING]

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CERTIFICATE OF TRANSCRIBER

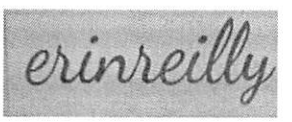
I, ERIN REILY, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 16, South Carolina, on the 15th day of, August 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

March 30th, 2025

ERIN REILLY

TRANSCRIBER



STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT 16
COUNTY OF YORK) COURT C.A NO. 2021-CP-46-01792

Eswin Aguilar,)
Plaintiff,)
Versus)
AGCO Corp and AGCO Finance LLC,)
Defendant.)

H E A R I N G

DATE: March 13, 2023

LOCATION: South Carolina Circuit Court 16

JUDGE: William A. McKinnon

TRANSCRIBED BY: ERIN REILLY

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[EXHIBITS]

[None Marked]

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THE COURT: Okay. That brings us to Aguilar versus Nance Tractor.

MR. BURNS: Your Honor, James Burns from Nelson Mullins. We're here on our motion for summary judgment.

THE COURT: Give me just one second. Let start my Word document so I can make my notes here. Give me just one second. All right. Get right ahead. I'm ready now.

MR. BURNS: Yes, sir. My colleague and law partner Jake Carroll, who's been pro hoked in and has appeared before, Your Honor, will be arguing the motion. You've allotted 30 minutes for this, Your Honor, I would submit that if we could split it up, 10, 15, 5, 10 to argue the motion, 15 for any response from Mr. Studemeyer and five minutes in rebuttal. Does that meet with your satisfaction?

THE COURT: That'll be fine. If we need 30 minutes maybe that's --

MR. BURNS: If we need it. Yes, sir.

THE COURT: Okay.

MR. BURNS: We'll -- I'll turn it over to Mr. Carroll. Thank you, sir.

THE COURT: All right. Get right ahead.

MR. CARROL: Morning, Your Honor.

THE COURT: Good morning.

MR. CARROL: As my co-counsel said, my name is Jake

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Carroll I'm counsel for Defendant AGCO. We are here today seeking summary judgment on Plaintiff's fourth amended complaint which asserts six causes of action all stemming from Plaintiff's purchase of what he claims was a defective tractor he purchased for $51,000 in April, 2019. Since then, Plaintiff has more than doubled his money receiving a $100,000 from the two other Defendants in settlement proceeds. The evidence otherwise demonstrates that AGCO fulfilled every aspect of its warranty obligations and there's no genuine disputes of material fact warranting a trial.

Plaintiff's approach to litigation as court is aware has been expansive. He's amended his complaint four times with the latest iteration asserting six causes of action solely against AGCO. While there is a single breach of warranty claim the other claims include conversion, negligent bailment, civil conspiracy, violations of the South Carolina Unfair Trade Practices Act, and the South Carolina Fair Practices of Farm Manufacturers and Dealers Act. Under the undisputed facts each of these claims fails as a matter of law.

I want to address first the breach of warranty. The undisputed evidence confirms that AGCO honored its limited warranty. The warranty ran for two years or 2000 hours and AGCO covered the cost of all the repairs during that time often going even beyond what the written terms required. For example, tires were replaced at no cost despite being excluded

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from coverage. And when the repairs required additional time or longer time, AGCO offered the Plaintiff a free loaner tractor. In fact, the Plaintiff never paid for a single repair to the tractor. He did, however, pay $600 to tow the tractor to the dealer for repairs which were excluded costs and not covered under the limited warranty.

Plaintiff argues and has argued this idea of kind of the unreasonable delay or indefinite tinkering from April of 2021 to October of 2021. But those -- the facts show at least that the -- those repairs were done either promptly or were slowed only by supply constraints that are now somewhat of a distant memory but this time COVID-19 was directly impacting supply chains. Additionally, the Plaintiff effectively blocked the process himself at, at times by refusing to collect the tractor, refusing a free loaner and insisting on a brand-new tractor or full refund, even after using this one for more than 300 hours.

In short, these uncontested facts show no breach of the express warranty. Additionally, your, Your Honor, I, I'd like to note that Plaintiff has not demonstrated any damages he suffered from the alleged breach. To the extent that he was damaged, he has been more than compensated from the settlements of the other two Defendants. When focusing on the additional causes of action each is also legally unsupported as to his conversion claim. Plaintiff claims that AGCO --

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THE COURT: Mr. Carrol let me -- I've read the memo why don't I just stop you. Let me hear from Mr. Burns and I'll give you an extended reply. Would that suit?

MR. CARROL: Okay. Yeah.

THE COURT: Okay. Mr. Burns, go right ahead.

MR. BURNS: Your Honor, I'm co-counsel with Mr. Carroll, Mr. Studemeyer is --

THE COURT: I apologize.

MR. BURNS: That's okay.

THE COURT: Mr. Studemeyer. Yeah, I apologize.

MR. STUDEMEYER: Thank you, Your Honor. I would just point out; you know an important backdrop here to consider is that we previously appeared before Judge Dukes on October 23rd for my own motion for summary judgment. Judge Dukes denied that motion based on his assessment that there were genuine issues of material facts. Of course, under Rule 56 that's all determined based on the pleadings, the depositions, answers to interrogatories, admissions on the file, and affidavits. Nothing new has been filed since then. So, I would just say against that backdrop, it would follow that the same genuine issues of material fact, which precluded the grant of my motion for summary judgment would've the same effect here. Now, do you want me to just address every claim and order?

THE COURT: Well, yeah, I mean, the first one, I mean the breach of the warranty claim. The Defense says that they

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satisfy the warranty, every time the tractor was brought to them, they fixed it.

MR. STUDEMEYER: Well, that's very much in dispute, Your Honor. The first issue with that is that the tractor was defected whenever it was purchased and it was warranted to be free from defects and material and workmanship.

THE COURT: Wait a minute, Mr. Studemeyer so your claim is anytime a product is sold with a defect that's a compensable breach of warranty even if the seller fixes it?

MR. STUDEMEYER: The seller did not fix it, Your Honor. The tractor broke down five times over the two years that my client owned it and each time it took three months to repair it and as soon as my client would go back to try to use it again, it'd break down again. They never do.

THE COURT: Mr. Studemeyer that's like a written law claim which is not -- I mean, the warranty is it breaks down and it gets fixed and you seem to be asserting some other kind of claim that if it breaks down a certain number of times it doesn't matter if the Defendant fixes it or not.

MR. STUDEMEYER: Well, Your Honor, I would say that this case directly falls under the Canon case that was in my brief about the fact that even a warrantor is not allowed to indefinitely tinker and that's what happened for two years.

THE COURT: All right.

MR. STUDEMEYER: They didn't fix it.

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THE COURT: All right.

MR. STUDEMEYER: And then they lost it for two years.

THE COURT: Didn't they give you a warranty -- your client, a loaner tractor though?

MR. STUDEMEYER: On one occasion they did, Your Honor, and my client graciously accepted it but then when the tractor broke down for the final time, and again, this is a fact in dispute I will concede that much but they claim that my client outright refused it. My client says he refused it because they wanted him to insure it and he wasn't going to insure another AGCO tractor.

THE COURT: When was the case you just cited to me? I mean, I have not read the case I'm going to look at it right now. Give me the citation, please?

MR. STUDEMEYER: For the case?

THE COURT: And definitely the tinker

MR. STUDEMEYER: Yes, Your Honor. It's 230SC13194SC2D

THE COURT: Cannon versus Pulliam Motor.

MR. STUDEMEYER: Yes, Your Honor.

THE COURT: That is an old case.

MR. STUDEMEYER: It is. Okay. But it's still good law and the --

THE COURT: Hold on. Okay. Let's see. Mr. Studemeyer, the podium that the Cannon case turns on the Court

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says, "We think the evidence clearly warranted submission to the jury of the question of whether there was a breach of warranty. The car was carried to the dealer twice a week for a period of several months, although numerous parts were replaced, there's abundant evidence showing the trouble was never remedied." So, I mean, they never fixed it. That's not quite the same as the situation in your case, is it?

MR. STUDEMEYER: That's exactly what we're claiming, Your Honor, that they had four opportunities prior to the final breakdown to fix it and couldn't do it. And then, you know, in the end when they took it away for the fifth time, we have no idea whether they fixed it or not because they lost it for two years. But another case that I think is worth considering here is the Herring case that I cited, which says, "That a warranty fails if it's essential purpose if the seller is either unwilling or unable to repair or replace the product and if there is an unreasonable delay in the repair or replacement.'' Your Honor, we're claiming all of these things.

THE COURT: All right. Keep going.

MR. STUDEMEYER: Okay. You know, so my contention it's twofold with respect to this cause of action. The tractor was sold in a defective state, AGCO was never able to remedy it and I believe a jury ought to have the opportunity to decide if a tractor that never runs reliably for the warranty period was ever actually fixed. If it breaks down over and over and over

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again. Was it ever really fixed? That's the issue here, Your Honor. And so, with that said that's all I had to say about the breach of warranty. If you'd like me to move on to the conversion, I'm happy to.

THE COURT: Move on. Yes, please.

MR. STUDEMEYER: Okay. Thank you, Your Honor. Of course, conversion that's the unauthorized assumption and exercise of the right of ownership of goods or personal channel. But more specifically, there's a case I cited in my brief Green versus Widener, I believe is how you'd pronounce it but it says performing unauthorized repair is an act of conversion. And I keep referring to this fifth occasion in which the tractor was picked up right as the warranty period was expiring.

According to the second affidavit of Jacob Willis which was filed just before my motion for summary judgment was heard, and this is in dispute, my client disputes that this ever happened but Willis says that he called my client, told him that the tractor had been taken back to Nance, the authorized dealer of AGCO products where my client bought it in the first place. And then my client told him, I don't want them working on it. What's uncontested is that after that there was no further contact between the two or with any other member of AGCO and Mr. Aguilar, and that the tractor was taken somewhere else.

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And repairs went on for -- depending on what you believe, six months according to AGCO, eight months according to the invoices they produced in discovery. But at any rate, my client said he wanted a replacement or refund and in fact, the warranty said that AGCO had the option to replace, they just refused to do it. But my client did not believe that AGCO had the ability to fix this tractor. They had had two years to do so and he'd only gotten 300 miles out of it in the same period of time in which it was contemplated by the warranty he might get 2000.

THE COURT: What is your position that he told them not to fix it and they took it anyway, which seems inconsistent with the warranty claims. They can't fix it; they can't touch it or did they have his permission to pick up the tractor?

MR. STUDEMEYER: They certainly had his permission to pick up the tractor but he figured that, you know, you're picking up the tractor to either give me a refund or get me a replacement. He didn't expect them to bring that thing back, he didn't have any faith it would work

THE COURT: Well, did he demand its return?

MR. STUDEMEYER: What I recall -- well, actually, what I know for a fact, Your Honor, is that there was a phone call between Mr. Willis and my client in October of 2021. So, about six months after this tractor was picked up. At that point, Mr. Willis said that the tractor was ready.

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Unfortunately, this case had already started, we were several months into it. There was some communication exchange to the effect that, you know, the lawyers need to talk about this and it never -- it was never discussed again.

THE COURT: I'm going to grant the motion on the conversion cause of action. It was picked up with permission. So, I'm going to move on to the next one.

MR. STUDEMEYER: Are we ready to move on to the negligent bailment claim, Your Honor?

THE COURT: Yes, sir.

MR. STUDEMEYER: Okay. All right. So, this has a lot of overlap with the conversion claim, but this is really based on the subsequent loss of the tractor after it was allegedly repaired, when it was picked up and Jacob Willis called Mr. Aguilar late October of 2021. Thereafter, apparently the tractor was lost for two years. That's according to AGCO's responses to Plaintiff's first set of interrogatories number 26, 27 and 28, which are on file. AGCO represented; it did not know where the tractor was taken on April 28th, 2021 until October of 2023. Did not have any records of any repairs and did not know the present location of the tractor, Your Honor.

You know, there's been a contention by AGCO that there's been no loss or damage to the bailed property. Well, there was literally a two-year loss of the property. So, I

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would certainly claim that as an item of damage, but they've also cited the economic loss rule which I find curious because the duties to -- of safekeeping property arise under law not under the warranty and on that basis, we certainly believe there is no genuine issue of material fact as to negligent bailment, Your Honor.

THE COURT: All right. Keep moving.

MR. STUDEMEYER: Okay. The next cause of action is for civil conspiracy. I believe that AGCO's main contention with that is that the Plaintiff has failed to allege an agreement to commit an unlawful act because AGCO was not a party to the retail installment contract that Mr. Aguilar signed incidental to the purchase of this tractor. I don't believe there is any case law and it's certainly not an element of a civil conspiracy claim but AGCO itself must be a party to or a third-party beneficiary of the retail installment contract. Furthermore, this retail installment contract was exclusively used by AGCO dealers only assigned to AGCO Finance, which by the way is a AGCO joint venture with a bank --

THE COURT: Who are the conspirators?

MR. STUDEMEYER: AGCO Finance, AGCO and Nance Tractor, AGCO's authorized dealer.

THE COURT: But the claims only asserted against AGCO?

MR. STUDEMEYER: At this point yes, Your Honor,

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because the other parties have settled.

THE COURT: All right.

MR. STUDEMEYER: May I add more on the civil conspiracy claim?

THE COURT: Please.

MR. STUDEMEYER: Okay. Thank you, Your Honor. And so, the agreement to the -- to commit a unlawful act. The unlawful act is that AGCO was distributing these retail installment contracts which contained unconscionable terms with the intention to mislead, deceive, and oppress not just the Plaintiff but the consumers across South Carolina. These included charging a bogus administration fee, which was collected simply as additional profit. And Your Honor, I don't -- I'm not sure if you're familiar with the closing fee case involving all of the automobile dealers about 10 years ago. It was right whenever I was entering the practice of law but in that context that was crushing to automobile dealers. There was, you know, subsequent legislation passed which said there has to be a basis for charging fees like that. You can't just, you know, collect fees really for the sake of profit and that's what we alleged has happened here.

Of course, this is an intentional tort as AGCO has pointed out and they claim that we are missing the requisite intent to harm. I would argue that distributing a retail installment contract with these unconscionable terms and

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minuscule blurry font designed to mislead and deceive in a manner violative of the unfair trade practices act for one is evidence enough. And finally, Your Honor, I would just --

THE COURT: What is the unlawful act?

MR. STUDEMEYER: It is distributing a contract to consumers in South Carolina including the Plaintiff with unlawful terms, which are intentionally obscured.

THE COURT: Do you -- I'm really skeptical of that. Do you have any case law? I mean, you -- I mean, an adhesion contract's not illegal, it's just not enforceable. I mean, it's not a crime to sign an adhesion contract and I'm extremely skeptical that qualifies as an unlawful act.

MR. STUDEMEYER: Well, Your Honor, my understanding is that an adhesion contract, you're correct, is not in and of itself illegal but what makes it unconscionable is if it also contains oppressive in one-sided terms, which --

THE COURT: I understand but, again, you said that makes it unconscionable doesn't make it unlawful. I mean, civil conspiracy is either an unlawful means to a law or an unlawful act or a lawful act by unlawful means and that what -- I just don't think an adhesion contract qualifies.

MR. STUDEMEYER: Well, Your Honor, if it contains terms that violate the Unfair Trade Practices Act and there's plenty of case law to support that contention and certainly it's one that --

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THE COURT: There's case law that constitutes. Is anything that violates the Unfair Trade Practices Act has also a civil conspiracy?

MR. STUDEMEYER: It certainly satisfies the element of an unlawful act, Your Honor, which is an element of this claim.

THE COURT: I don't know I'm extremely skeptical of that. Okay. We move to Unfair Practice Act.

MR. STUDEMEYER: Yes, Your Honor. So, AGCO distributed the operator's manual that accompanied the purchase of the tractor. It wasn't discovered until much later that on page 63 the consumer does not get a copy of the limited warranty, we've discussed at length so far today unless they asked the dealer. That was concealed on page 63, the onus is placed on the consumer who is unlikely to ever actually read this operator's manual given its length, it might as well be a copy of the Bible. But the limited warranty itself states that the equipment turns out to be defective, the consumer is responsible for the cost of towing it for repairs and that's the exclusive remedy. We would contend that's unfair and it was concealed in such a manner that makes it deceptive.

Again, I know that AGCO has made much of the fact that the Plaintiff did not pay for these repairs under warranty, but I think there's a twofold problem with that. The first being that the warranty itself said that the Plaintiff

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wouldn't have to pay for the repairs. So, of course, the Plaintiff didn't pay for the repairs and second, the warranty was in fact triggered because these were problems that violated the promises made in the warranty. Also, this goes back to and I know you're skeptical of it, Your Honor, but it goes back to this retail installment contract which allows authorized dealers of AGCO to charge that hidden add-on fee which is arbitrary and purely for profit.

Further, we would contend that the repairs which went on again for a period of time, we were not able to precisely determine six months, eight months, I'm not sure, followed by the loss of the tractor for two years without being able to produce any record of repair during that period would be violative for being unfair and certainly causing harm to Mr. Aguilar.

I would also point out AGCO claims that the unfair trade practices claim is invalid, because there's not been any claim of an unfair deceptive practice. I would point out that it is actually a violation of a federal regulation that I cited in my brief, it's 16CFR702.3, but it says that the failure to provide a copy of the limited warranty before or at the time of purchase is a violation.

And I know that the argument was also made that, well, the Plaintiff bought it for commercial purposes. We have testimony from his deposition that says that the main reason he bought

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this tractor was to mow his 42 acres that he lives on, Your Honor. And of course, so based on that, we would say the regulation applies but also a breach of warranty itself may be a UTPA violation the Haley Nursery Company Inc case that I cited in my brief stands for that proposition.

THE COURT: All right.

MR. STUDEMEYER: And then finally it's the cause of action that's a mouthful, I'm just going to say the first bit of it. The South Carolina Fair Practices of Outdoor Power Equipment Distributors and Dealers Act. Let's just go with that. SC code Section 39610 and all the sections that follow. Of course, the language is quite similar to the Unfair Trade Practices Act, to the extent that arbitrary and constable are bad faith conduct which causes damages to the public, is a violation and I suppose there's a little bit of overlap with the Automobile Dealers Act in that sense as well.

THE COURT: This act doesn't apply to consumer transactions, right?

MR. STUDEMEYER: I do not agree with that, Your Honor.

THE COURT: Okay.

MR. STUDEMEYER: I know that that's what AGCO has alleged but I would point out that catchall provision at the end of section 396120, which says that it applies to all other agreements in which the manufacturer, distributor, wholesaler,

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so on and so forth, has any direct or indirect interest. AGCO is most certainly a manufacturer and a distributor. It certainly has a direct interest in the warranty, which is a big part of this case and I would argue it at least has an indirect interest in that retail installment contract.

THE COURT: So, [inaudible] to every transaction in South Carolina?

MR. STUDEMEYER: I'm sorry?

THE COURT: So, it applies to every sales contract in South Carolina?

MR. STUDEMEYER: If it involves the sale of farm construction, industrial or outdoor power equipment and there's a distributor or a manufacturer involved, I would agree with that. That's quite limited.

THE COURT: All right. Anything else?

MR. STUDEMEYER: Yes, Your Honor. I would point out also that the rules of statutory interpretation simply do not align with AGCO's construction of this section. I cited that Duke Energy Corporation case to this effect that in general, when you have a number of laws that are part of the same general statutory scheme, they ought to be construed together and each one given effect and not one isolated as AGCO has done in this manner. Because if you look at Section 396140, it states that a person who was injured in his business or property by reason of a violation of this chapter may sue in

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the Court of Common Pleas and so forth.

Certainly, under Section 39620, Mr. Aguilar is a person which is defined as including a natural person. And again, since we are alleging violation of 39640, which forbids unfair methods of competition and unfair deceptive practices in addition to 39650, which mentions arbitrary unconscionable or bad faith conduct. We would argue that if you read these sections together in a comprehensive manner as the rules of statutory interpretation would require that there is a valid cause of action here. Thank you, Your Honor.

THE COURT: All right. Mr. Carrol let me hear from you again. I am convinced you are correct on all the causes of action, except for the negligent bailment and the breach of warranty. I think there are at least jury questions on those two issues so focus on those.

MR. CARROL: Okay. Yes, Your Honor. So, I'll address them in reverse order. Starting with the negligent bailment. There is also a testimony and it is undisputed that on that date in October of 2021, when AGCO representative called the Plaintiff responded, I do not want this tractor. And at that point it didn't matter where the tractor was, that's at least my argument to the extent that he says the tractor was lost, that was a miscommunication between AGCO and its counsel. Clearly, the Plaintiff knew where it was.

He knew it was at Powell's, even though he doesn't know

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where Westminster, South Carolina is and it was a discovery response, he makes a big deal about it. But at the end of the day both the Plaintiff and AGCO knew where the tractor was. Plaintiff just didn't want it.

And in fact, his first complaint a long, long time ago sought to revoke his acceptance of the tractor. He did not want it at all. So, you can't say that it was lost when both AGCO and the Plaintiff knew where it was and we have testimony that the Plaintiff knew where it was, he just didn't want it. As to the breach of warranty I would again just say that or just point out the -- that the Plaintiff, every single time that the tractor was -- had had an issue, AGCO took it and repaired it. Well, AGCO paid for it to be repaired by Nance several times and each time there -- it wasn't the exact same thing every single time.

The first time were repairs to the shaft. Second time, hydraulic clutches, next time gears and bearings. And by that third time, he had used -- the Plaintiff had used it 184 hours. Fourth time, lights to the rear, rear lights to the tractor AGCO paid and that was because of damage that wasn't technically covered by the warranty but we paid it anyways. The next time was a fuel gauge that was repaired then a bleeder screw and then finally at the end AGCO paid $8,000 to repair the gears to the tractor when it had 335 hours on it and then also replaced the rear housing and bearings at that time.

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So, Plaintiff used the tractor every time that it had an issue AGCO paid. It paid over and above the warranty and there's just -- there's simply no evidence of a breach.

THE COURT: Mr. Carroll, I think that presents a jury question on those two causes of action. So, will you draft me the order granting a motion on all the causes of action except for negligent bailment and breach of the warranty?

MR. CARROL: Yes, Your Honor.

THE COURT: All right. Thank you, sir.

MR. BURNS: Thank you, Your Honor.

THE COURT: Thank you Counsel.

[END OF HEARING]

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CERTIFICATE OF TRANSCRIBER

I, ERIN REILY, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 16, South Carolina, on the 13th day of, March 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

April 1st, 2025

ERIN REILLY

TRANSCRIBER

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF YORK CASE NO.2021CP4601792

ESWIN AGUILAR

Plaintiff,

-vs- TRANSCRIPT OF RECORD

AGCO CORP.

Defendant.

June 11, 2025
York, SC

BEFORE:
The Honorable William A. McKinnon, Judge.

APPEARANCES:
Ryan Studemeyer
Attorney for Plaintiff

Jake Carroll
Attorney for Defendant

Emily H. Walker, CVR
Court Reporter

THE COURT: Mr. Studemeyer, your motion.

MR. STUDEMEYER: Thank you, Your Honor. Ryan Studemeyer on behalf of the plaintiff, Eswin Aguilar. We are here on a Rule 59(e) motion to reconsider your order granting summary judgment in favor of AGCO as to plaintiff's causes of action for conversion, civil conspiracy, violation of the South Carolina Unfair Trade Practices Act, and then, of course, the, the mouthful, violation of the South Carolina Fair Practices of Farm, Construction, Industrial and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers and Dealers Act. I will refer to that as the SC Fair Practices Act to keep things simple.

In the Court's, in the Court's in the same motion, Your Honor denied summary judgment as to plaintiff's causes of action for breach of express warranty and negligent bailment.

Ordinarily in the context of a Rule 59(e) hearing, I don't deem it necessary to go into the, the law, but defendant's memorandum in opposition compels me to do so. Particularly the points that -- and these are direct quotes, Your Honor. Plaintiff seeks to revisit issues which have already been litigated and ruled upon. And plaintiff's objections are not based on new facts or conflicting testimony, but on his disagreement

with the outcome. That is not a valid basis to alter or amend the judgment under Rule 59(e).

Well, a case that I cited in my motion to reconsider, ELAM versus South Carolina Department of Transportation -- that's a Supreme Court case from 2004, states --

THE COURT: Mr. Studemeyer, you, you, you can move on past that. I mean if, if I got this wrong I want to know about it. You, if I make a mistake, let me know. So just keep, keep going. I'm, I'm not going, I'm not going to rule against you because I, I don't think the motion's not properly before me.

MR. STUDEMEYER: Fair enough, Your Honor. Thank you. So the, the first point that I would like to bring to the Court's attention is that during the course of the hearing it seemed that the burden was placed upon the plaintiff, the nonmoving party, to demonstrate the presence of a genuine issue of material fact. And, you know, I think that a glance at the hearing transcript reflects that. Pages 5 and 6 are the gist of AGCO's argument. Meanwhile, pages 7-21 are mine on behalf of the plaintiff.

Of course AGCO was not even made to argue causes of action regarding -- or I'm sorry, made to argue their motion for summary judgment as to civil

conspiracy, conversion, and unfair trade practices, as well as the SC Fair Practices Act. And while the Court indicated that it was familiar with AGCO's brief, it indicated also on Page 9 that it was not familiar with the contents of mine.

And to the extent that AGCO's response claims that the hearing transcript shows that the Court had reviewed the parties' submissions in advance, it does not. It simply shows that the Court had read AGCO's.

And the, the order states that AGCO is not liable for conversion because it was authorized to pick up the tractor. However, previously whenever this case was before you on a motion to dismiss, this Court previously ruled it was a question of fact whether AGCO could keep the tractor indefinitely thereafter, and whether that would constitute conversion. So I would argue that that's an inconsistency. Now --

THE COURT: Well, but as, but as the case moves on and there's more of a record developed that, I mean, I mean, the rulings are inconsistent. But I don't think that means I made it, I mean, it would be more helpful to me if you could point me in the record for why, why you believe there's an issue of fact there.

MR. STUDEMEYER: Okay. Well, I, I'm prepared to move on to the findings of fact, which I, I have

contention with, so I think that's probably a good time to move to that.

Of course, the order contains a section titled findings of fact. Therein, you know, the, perhaps the biggest issue I have is the finding of fact that AGCO is not a party to or third-party beneficiary of the installment contract, which relieves them of any liability for a number of my causes of action. I would say that it is, in fact, undisputed that AGCO is not a party to the retail installment contract to the extent we can read it. It's Exhibit A to my complaint. You'll see that it really can't be read. However, it is hotly disputed whether AGCO is a third-party beneficiary.

It's already been put into the record that the retail installment contracts were distributed by, and exclusively assigned to, or signed by, AGCO Finance, a joint venture of AGCO and the bank, to AGCO's authorized dealers. I believe that should constitute a sufficient interest to render AGCO a third-party beneficiary. But if nothing else, it creates a genuine issue of fact as to whether they are a third-party beneficiary.

Exhibit A to AGCO's motion for summary judgment contains a document that's titled, defendant AGCO's

statement of undisputed material facts in support of summary judgment. Paragraph 7 of these undisputed material facts, in identical fashion to the order that Your Honor signed, asserts that AGCO is neither a party nor a third-party beneficiary of the risk. And by risk, of course, I mean retail installment contract. Not a single source, however, cited establishes that AGCO is not a third-party beneficiary of the retail installment contract. This was AGCO's burden to establish.

And AGCO's response that they filed yesterday, I have not read the most recent one, but AGCO's response that they filed yesterday states that this finding was expressly supported by plaintiff's pleadings, AGCO's sworn discovery responses in the face of the contract itself. And we obviously don't have time to go through every finding of fact, but I would like to go through this one.

For support the plaintiff's rely upon the fourth amended complaint Exhibit A, which is the retail installment contract with the very difficult to read, the very difficult to read installment contract. I, I don't, I don't know what it is purported to say, but I don't believe that it's ever been an argument of AGCO that the contract itself states that AGCO is not a

third-party beneficiary.

Then it's Paragraph 24 of the fourth amended complaint, which states that the contract included a $175 administrative fee. I don't see how that proves that AGCO is not a third-party beneficiary. Then the fourth amended complaint Exhibit B, it's a list of the administrative fees charged by the AGCO dealerships. I would argue, if anything, this ought to move the needle towards the plaintiff, not the other way around.

Answer to the fourth amended complaint Paragraph 24 where AGCO admits only that the terms and conditions of the retail installment contract speak for themselves.

Aguilar's deposition, Pages 23, 24, 26, 27, this is all testimony to the effect that the plaintiff could not see AGCO Corporation mentioned on the face of the retail installment contract, but that proves absolutely nothing as to whether AGCO is a third-party beneficiary.

AGCO's responses to plaintiff's second requests to admit, number 12 and 13, AGCO admits it's not a party to the retail installment contracts, but it does not state anything about whether it is a third-party beneficiary.

And AGCO's responses to plaintiff's third set of

interrogatories, number 1 and 4, AGCO states it is not a party of the retail installment contract.

In other words, Your Honor, a finding of fact, which was first presented by AGCO in their motion for summary judgment, which was adopted by this Court and put in the order, states that AGCO was neither a party to the retail installment contract nor a third-party beneficiary of the contract. And there is simply no evidence whatsoever anywhere in the record that AGCO is not a third-party beneficiary.

In fact, all these sources that I've cited that AGCO relies upon to establish this purported fact are a nothing burger. None of them say anything about third-party beneficiary status. And to the extent that, to the extent that AGCO's memorandum states that the plaintiff offers no evidence that AGCO was a third-party beneficiary, only conjecture based on AGCO's joint venture --

THE COURT: Mr. Studemeyer, let me stop you. Okay. So say that I agree with you. There's an issue of fact with a third-party beneficiary, what does that, how does that change my ruling?

MR. STUDEMEYER: Well, Your Honor, I understood that this served as the primary basis for your granting summary judgment as to both the civil conspiracy claim

and the unfair trade practices act claim.

THE COURT: Let me, the conspiracy claim the gravamen of the cause of action is distribution of a contract?

MR. STUDEMEYER: Distribution of a contract containing unconscionable terms and charging bogus administration fees.

THE COURT: All right.

MR. STUDEMEYER: I can move on, Your Honor.

THE COURT: No. No. I'm just, I'm just thinking.

MR. STUDEMEYER: Okay.

THE COURT: Do you have any case law that supports a civil conspiracy claim under, under those facts? I mean that, that, I mean that, this is a conspiracy to distribute, basically adhesion contract, right, where the fee that you, that you think is improper. I mean, do you have any case law in South Carolina that would support a, a civil conspiracy claim on that basis?

MR. STUDEMEYER: Well, I don't --

THE COURT: I mean, your --

MR. STUDEMEYER: -- no, Your Honor.

THE COURT: I couldn't find, I couldn't find anything either. And I, okay. But, I mean, that -- so, so turn to the unfair trade practice claim. I mean, what is the unfair or deceptive act in this case?

MR. STUDEMEYER: Well, there's a number of them. One is, of course, as you mentioned the distribution of the retail installment contract based on the substance thereof. But also there is the practice of placing the onus upon the purchaser of an AGCO product to read through Page 63, I believe it is, of the operations manual in order to figure out how to get a copy of their warranty.

And I believe that this is a deliberate attempt to conceal facts which would be objectionable to most consumers if they knew, in fact, what they, in fact, what the document said, which was that the warranty is an exclusive remedy, and that the customer is responsible for all costs when it comes to transportation of broken down vehicles during the warranty period.

THE COURT: So, but, you're basically arguing that any unconscionable warranty, any unconscionable contract term is basically also an unfair trade practice? Is that, that the argument?

MR. STUDEMEYER: I believe there's got to be more to it than that. There's got to be, of course, a potential for repetition and impact on the public interests. The two are kind of intertwined.

THE COURT: Right. But if it's in the contract

then everyone is seeing the same contract, right?

MR. STUDEMEYER: That's exactly the potential for repetition, Your Honor.

THE COURT: Right. So you base -- so, again, that was my question. You're arguing any adhesion, any unconscionable contract provision is, per se, an unfair trade practice?

MR. STUDEMEYER: I wouldn't say that I'm arguing that because, again, there are two types of unconscionability. And an adhesion contract, as far as I understand, only concerns one type of unconscionability. It becomes an unfair trade practice whenever it is both procedurally and substantively unconscionable.

THE COURT: All right. Keep, keep going.

MR. STUDEMEYER: Okay. The finding of facts also contain the following statement regarding the events of April 2021. It states that though plaintiff did not inquire about the tractor's destination, he likely knew it was taken to Nance as he later requested that no more work be done there and agreed for it to be sent to Powell Tractor, Inc. for repairs. Not only is this simply not a statement of fact on its face, it's very much disputed. He likely knew sounds a lot like a preponderance of the evidence standard being applied in

the context of a summary judgment motion, which is improper.

This is purely argument and speculation inserted into the proposed order by opposing counsel, and it's improper to grant summary judgment on the basis of argument and speculation. To the extent this finding of fact influenced the Court to grant summary judgment as to the plaintiff's conversion claim, I would argue that it should be reconsidered.

Now as to the conclusions of law section of the order where it states that it is undisputed that after completing warranty repairs defendant informed plaintiff that the tractor was ready to be returned and plaintiff thereafter refused to accept delivery.

First, it is absolutely in dispute whether the warranty repairs were completed at that time because there were work orders that are dated three months after the fact.

Second, none of the sources cited by the, by the defendant in their original motion for summary judgment, that supposedly supported this conclusion, actually prove that the plaintiff refused to accept delivery.

Now, I'll grant them that, that, you know, to the extent that they cite the deposition, it proves that

the plaintiff did not want the tractor as of the date of the deposition. It proves that he did not want the tractor back on the day that it was taken, but there is no evidence in the record and, again, it is their burden to prove this. There is no evidence in the record that on the day that Jacob Willis called Eswin Aguilar that he refused delivery. That, that's simply not in the record.

Finally, while the affidavit of Jacob Willis -- and, Your Honor, I understand that this is a lot of information. Jacob Willis is a, is a representative of AGCO that my client was in contact with. While the affidavit of Jacob Willis filed on October 12, 2023, states that he called the plaintiff on October 29, 2021, the content of that conversation is in dispute. It's anyone's guess. There's no recording of it.

I would still argue, nevertheless, that none of the sources cited in the order or AGCO's Exhibit A, the statement of undisputed facts, establishes that this is undisputed or even factual.

Finally, I would like to argue the point of the breach of warranty to the extent that Your Honor ruled that it could not be the basis for an unfair trade practice. I should have addressed this earlier when you asked me what's the unfair trade practice. So this

is another element of it that I've neglected to mention, so that's my fault.

Your, Your Honor ruled that a breach of warranty is not grounds to constitute an unfair trade practice. However, a case that I cited in my memorandum in opposition and in my motion to reconsider, the Haley Nursery Company, Inc. versus Forrest. It stated that a breach of warranty can be the basis for an Unfair Trade Practices Act claim, and that the impact upon the public interest is palpable due to the potential for repetition, that is, repeated publication of the misrepresentation to other consumers.

Now in response AGCO has argued that the public facing deception present in Haley Nursery is absent here. I disagree. Withholding the limited warranty as I mentioned earlier is, as a matter of practice, is not without any motivation or purpose. It is to conceal exclusions from the warranty that customers would find objectionable.

And I would also argue that distributing the retail installment contract through a joint venture absolutely is publicly facing deception, because charging bogus administration fees purely for profit is deceptive.

Finally, the order recites another undisputed

fact, the plaintiff purchased the tractor for commercial not consumer use. And that was, I believe to, in furtherance of the argument to dismiss the South Carolina Fair Practices Act. And I would argue -- and also I, separately, to the extent that we argued it violated a federal regulation 16 CFR Section 702.3.

So there are citations to the pleadings and the plaintiff's deposition, none of which established that the plaintiff's intentions for the tractor were purely commercial not consumer as AGCO's argued. It seems that AGCO relies heavily upon minuscule language at the top of the retail installment contract, which in parentheses states, agricultural and commercial use, and seemingly considers that as dispositive evidence that the tractor was used for commercial purposes. And of course, if it was used for commercial purposes, there's likely no Unfair Trade Practices Act claim. There's likely no South Carolina Fair Practices Act claim.

I, the only evidence as to the plaintiff's intention for the tractor is that he testified that he bought the tractor primarily to mow with the 42 acres of grass upon which his house lies situated. He bought it in his name and not in the name of the business. He did indeed testify that he intended to grow trees to be

used in his landscaping business on about two of the 42 acres, but he has not sold or used a single tree to this day. And so if, if anything, Your Honor, that is a genuine issue of material fact. And that is the extent of my argument.

THE COURT: Okay, so what on the Fair Practices Act claim? Do you concede that that does not apply?

MR. STUDEMEYER: I do not.

THE COURT: Okay. What, what's the argument? I, it's, I mean the, the order says that it applies to agreements between a manufacturer and an equipment dealer. So what's the basis for the application of that to the plaintiff?

MR. STUDEMEYER: Well, it's, it's very similar to -- I know that, I believe I addressed this during the, the previous hearing. But seems that one section of that unfair practice is pulled out in isolation, and being read to exclude a claim brought by a consumer much in the way that litigants have done in the context of the South Carolina Regulation of Manufacturers, Distributors, and Motor Vehicle Dealers Act.

However, there is an abundance of case law that says whenever you're construing a statute it should be read in harmony with the entire chapter in which it appears. So that it's, so that it can make sense. In

other words, the chapter is supposed to be comprehensive. You are not supposed to cherry pick individual sections of a chapter when construing the intent of the legislature. And I would argue that that's what led to my cause of action getting dismissed, is that that particular section was read in isolation when it should not have been. Because nothing else in the chapter indicates that that was the intention of the legislature.

THE COURT: All right. Mr. Carroll?

MR. CARROLL: Good morning, Your Honor. So I would first say it seemed a lot like we were re-litigating Exhibit A to our motion for summary judgment in that argument, but just to address a few of, of plaintiff's points.

First, as to the third-party beneficiary question. I do think those cites do support a finding that a party is not a third-party beneficiary as both a finding of fact and conclusion of law. It can be mixed. If the, if the terms of an agreement are not clear or unambiguous.

However, I would note the, the terms of the retail installment contract, this is specifically Paragraph 4 says, buyer acknowledges each of the following; assignee is not a manufacturer of the machinery or the

manufacturer's agent or a dealer therein.

The points about the administrative fee, all of Exhibit B shows that that administrative fee was paid to AGCO Finance. AGCO did not receive any of those proceeds from the administrative fee, which was, again, a citation in the fourth amended complaint. And that is the basis that the plaintiff has had the whole time with this case, since the very beginning, is that AGCO Finance, which is a separate company and, and a separate entity who plaintiff received a separate dismissal from, received those, those funds.

I think AGCO did, and this goes back to his, plaintiff's first point, that to the extent that he argues there was any improper burden shifting, I think AGCO by its motion had established its, its position as to what facts were undisputed. And then the Court asked the, the plaintiff to respond. That's exactly what's contemplated by summary judgment.

As to the conversion or conspiracy claim, I think plaintiff never established that there was an agreement between AGCO and AGCO Finance to commit an unlawful act. It is not a party to these to the retail installment contract, which is the, which is the full basis of the plaintiff's challenge for its SCUPTA claim, and, and its conspiracy claim. So that would be

my response to that. As to --

THE COURT: Let, let me get back to, Mr. Studemeyer, let me get back to you. Talk me through, carefully, your third-party beneficiary argument. What, what is your basis for that?

MR. STUDEMEYER: The first being that AGCO's website states that AGCO Finance is a joint venture of AGCO and a bank. That, that's the first basis. So to say that you, that you have no interest in a joint, or that you're not a beneficiary of the activities of a joint venture to which you belong, I believe is a bit disingenuous.

THE COURT: But what, what does a joint venture mean legally? I mean, it's a website. I mean, is it, are they, are they in a partnership? Or what is, what do you, I mean, I understand that the phrase has a business meaning, but legally what does this joint venture mean?

MR. STUDEMEYER: Your Honor, I don't have a definition at the ready for you. As far as I understand it's a business arrangement where two or more parties -- well, I guess it's a joint venture so it's two parties, agree to use resources for the purpose of gathering profits.

THE COURT: Okay. I just, I mean I, a joint

venture is not a legal term. Is that, is that all that you have is the website statement that it's a joint venture?

MR. STUDEMEYER: As, as to being as a beneficiary, sorry, a third-party beneficiary? Yes, Your Honor, in to the extent that my argument is affirmative.

Now to the extent that I argue that AGCO has not established that it is not a third-party beneficiary, I again argue that there is, there's no evidence in the record of that, and I believe I just heard opposing counsel say that the retail installment contract said something about AGCO not being a third-party beneficiary. And I would, I would just ask Your Honor, before agreeing to that, look at Exhibit A in my fourth amended complaint. You can't read it. I have no idea what it says. And, in fact, my client testified to that much as well.

THE COURT: Okay.

MR. CARROLL: Your Honor, could I just respond briefly to --

THE COURT: Sure.

MR. CARROLL: -- the question because I, in, in my mind, and I think this is the correct finding, is that a joint venture is a separate legal entity where two companies join together in a contractual relationship

to create a separate legal entity. So those members are not --

THE COURT: Wait. Wait. When you say create a separate legal entity but not, not, I mean, it's a contractual obligation between two separate entities. They are not creating a third legal entity, are they?

MR. CARROLL: Yes. Yes, they are. AGCO Finance, LLC is the third entity, a separate legal entity created by a membership agreement between AGCO and AGCO Finance.

THE COURT: Okay. So the, that's the, the joint venture is referring to the LLC?

MR. CARROLL: Yes.

THE COURT: Okay.

MR. CARROLL: Yes. And so who receives all the benefits? It's not AGCO and Rabobank. It is AGCO Finance, LLC, which is exactly what's demonstrated in Exhibit B to plaintiff's complaint. All those administrative fees go to the joint venture, which is a separate legal entity, and that's why we have a Corporations and LLC Code.

THE COURT: Okay. But the, the two constituents of AGCO, LLC, tell me, are what again?

MR. CARROLL: Are AGCO Corporation and Rabobank, which is a Belgian bank.

THE COURT: Okay. But I think Mr. Studemeyer is arguing that then the benefits are flowing to it as a member of the LLC, right? Isn't that, that's your argument, Mr. Studemeyer?

MR. STUDEMEYER: Absolutely, Your Honor.

THE COURT: Okay. So, Mr. Carroll, I mean, I understand the entities are separate, but if one is the member of an LLC that's receiving these funds, how is that not, how is that not a beneficiary?

MR. CARROLL: Well, because it's, they aren't -- I guess let me just briefly organize my thoughts. A third-party beneficiary, by definition, is someone who isn't a party to a contract but receives a benefit intended by the contracting parties and can enforce the contract.

In, in the case of the retail installment contract the language is, is clear that an assignee, which is AGCO Finance, is not the manufacturer, which is AGCO, or the manufacturer's agent or a dealer therein. And also that buyer shall not assert against AGCO Finance any claim, defense, set off, dispute recruitment, any kind for whatever reason for which buyer may have against seller or AGCO of the property. So in, in that case there are, there are two separate, two separate statements that say AGCO is not only a party, but AGCO

also can't enforce the contract. Which is by definition what a third-party beneficiary is.

THE COURT: Mr. Studemeyer?

MR. STUDEMEYER: Your Honor, I apologize. I, I'm not entirely sure that I understand. Was, was AGCO's counsel arguing again about the contents of the retail installment contract?

THE COURT: Mr. Carroll?

MR. CARROLL: Yes. I was, I was reading Exhibit A to plaintiff's complaint.

MR. STUDEMEYER: Okay. And, again, Your Honor, I would reiterate my same argument that the plaintiff testified in his deposition he couldn't read it. I will tell you that I can't read it, especially the, the boilerplate where this must appear on pages, you know, 2 and 3. So I don't really have much to argue about it except that I haven't seen that.

THE COURT: Well, let me, I mean Mr. Carroll, so where, where is that language? Where were you reading from?

MR. CARROLL: So it says Paragraph 4, which starts, assignment acknowledgment of buyers, and then you go 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 lines down, which is the first disclaimer and, and waiver of claims against manufacturer. And then go five more lines

down, and that starts with, the buyer further acknowledges each of the following assignments.

THE COURT: Let me just make sure I'm looking. Are we talking about the third amended complaint that's filed in April of 2023?

MR. CARROLL: No, Your Honor. So fourth amended complaint, which I don't have the time stamp. Sorry. I, I think it was filed -- well, it was filed attached to plaintiff's motion October 30, 2023. And then it's Page 22.

THE COURT: Okay. So, yeah, I've got it. Okay. So it's -- there's the fourth amended complaint. Okay.

MR. CARROLL: And if you're looking at the same PDF, Page 22.

THE COURT: Okay. What, which PDF are you looking at? What I have is the motion for leave to amend, and then it has Exhibit A and Exhibit B. Is it that?

MR. CARROLL: Yeah. Yeah, sir, Exhibit A and Exhibit B. Mine are all combined. Exhibit A.

THE COURT: My Exhibit A is only three pages.

MR. CARROLL: Okay. Perfect. Sorry. So, so, second page.

THE COURT: Okay.

MR. CARROLL: Additional terms and conditions at the top.

THE COURT: Okay.

MR. CARROLL: And then you'll see the numbers on the left-hand side, 1, 2, 3, and then 4 is assignment acknowledgment of buyers, is that, is that paragraph. And then you go down. So in that paragraph let's start with 1, 2, 3, 4, 5, 6, 7, 8, 9 lines down, middle of the line it starts with, buyer shall not assert against assignee any claim, defense, set off reduction, dispute recruitment, or counterclaim any kind for whatever reason whatsoever buyer may have against seller or manufacturer of the property. In no case shall seller assignee be liable for any special, incidental, or consequential damages based upon any legal theory including but not limited to the loss of profits, loss of use of machinery, claims of third parties, injury due to machinery.

And then the next sentence, buyer further acknowledges each of the following: A. assignee is not the manufacturer of the machinery or the manufacturer's agent or a dealer --

THE COURT: Yeah, stop, Jake. I just, I mean, I'll say, I mean, Mr. Studemeyer, I mean, it's, it's a small print. It's not the greatest quality PDF, but I can read it. I mean, I'm reading along with Mr. Carroll. I mean, I, you know, I can read it. Are

you, is this the copy you are saying is unreadable?

MR. STUDEMEYER: I am, Your Honor. I also don't, I guess I'm not apprehending the defendant's argument that this somehow proves that AGCO is not a third-party beneficiary of these contracts.

THE COURT: Well, I think what Mr. Carroll's arguing -- you're arguing is that money flows to them and that, that makes them a third-party beneficiary, correct?

MR. STUDEMEYER: Yes, Your Honor.

THE COURT: Because they're an investor in the joint venture. I think Mr. Carroll's correct. I don't think that makes them a third-party beneficiary. A third-party beneficiary is someone who is entitled to claim under the contract. Isn't that, isn't that the -- going back to contracts in law school, isn't that the correct definition?

I mean, party A and party B contract. There's a benefit designed to go to party C. Therefore, they may bring a breach claim. They're a third-party beneficiary. All, all AGCO is getting out of this is some of the profits are flowing through them as a joint venturer. They are not a third-party beneficiary.

I mean, if that, if that was enough to make you a third-party beneficiary, any investor in a corporation

is a third-party beneficiary under your theory; isn't that, Mr. Studemeyer?

MR. STUDEMEYER: Your Honor, I feel like I'm supposed to disagree with that, but, you know, that's, that's kind of what I would believe, Your Honor. Yes.

THE COURT: Right, but that means if I hold stock in Apple Computer, that means I'm a third-party beneficiary to any contract Apple signs?

MR. STUDEMEYER: I think in the case of a publicly traded corporation with millions of shareholders it's, that, the analogy doesn't exactly stick.

THE COURT: What's, but that, but again, it's just the profit. I mean, my, I mean, it's -- I graduated law school in '01, so it's been a long time since I took contracts. But, I mean, I, I don't think merely being an investor and having the profits flow to you makes you a third-party beneficiary. I don't. It has to be more than that. Otherwise --

MR. STUDEMEYER: I don't know the extent to which, you know, AGCO has lended its resources to Rabobank in the course of this joint venture. I imagine that profits are being shared, however, you know, they, they may do more than that. I have no idea. I don't, I'm sure there was an agreement drafted up when this joint venture was formed. It is a matter of contract. But I

don't, I don't think that it's reasonable to assume that all AGCO does is just collect profits. I, I imagine they do a good bit more.

THE COURT: But the contract says they don't have any rights under this agreement; doesn't it?

MR. STUDEMEYER: I don't think the contract's legible, Your Honor.

THE COURT: I disagree on that. And I, I mean, I mean, I wear progressive lenses and I, I can read it. I mean, some of the letters do kind of blur together, but it's not, I mean. Okay. So if I rule against you on the third-party beneficiary claim on the issue, what's left of your motion to reconsider?

MR. STUDEMEYER: Your Honor, opposing counsel said something wise earlier that I would borrow. I need a moment to kind of collect my thoughts after speaking. Thank you.

THE COURT: I want to get this right. I don't mind, you know. We're good. Take, take a second.

MR. STUDEMEYER: All right. Thank you, Your Honor.

Well, Your Honor, I can tell you for certain that if you were to deny my motion as to the basis of, you know, the causes of actions that were, that were disposed of via summary judgment based on this, this

fact, that would certainly dispose of the civil conspiracy claim and the Unfair Trade Practices Act claim.

Of course, Your Honor, did not grant summary judgment as to breach of express warranty and negligent bailment, therefore that would seem to leave the fair practices act and --

MR. CARROLL: Conversion.

MR. STUDEMEYER: -- conversion. Thank you. Thank you.

THE COURT: Okay. So I will tell you right now I'm going to rule against you on the fair practices act. We went through that. I thought that was well argued on both sides the first time. I may be wrong, but I'm not going to change my opinion on that today. On the conversion claim I will think about.

MR. CARROLL: Your Honor, could I just be heard on that conversion claim?

THE COURT: Sure, go ahead.

MR. CARROLL: So on that conversion claim, under South Carolina law conversion is the unauthorized assumption and exercise over someone else's property. And for Paragraph 9-6 of the fourth amended complaint specifically says the plaintiff authorized AGCO to pick up the tractor to perform repairs.

THE COURT: Mr. Carroll, I understand that and I do understand at some later point the plaintiff said he didn't want the tractor back. But now I think Mr. Studemeyer has got me thinking that, I mean, you know, does that mean that at every -- I mean, it's no question at, at the very start he handed the tractor over willingly. And there's no question that later in the litigation he said I don't want the tractor back, but I'm not sure it follows that at every point between A and B he didn't, he wasn't entitled to have his tractor back.

And I think you have to, to, for me to be correct in my ruling, I think that's what has to be true. Is that at no point where he said I want the tractor back and it didn't come back. Isn't that correct?

MR. CARROLL: Yes, Your Honor. And, and that's what I, I asked, and that's what the cites were to Mr. Aguilar's deposition was that, did you ever ask for the tractor back? No. Do you want the tractor back? No. And I would even --

THE COURT: Okay. So stop. Okay. So that -- okay. So I'll be honest, I had forgotten that. So there's, there's a question in the deposition where he's asked did you ever ask for the tractor back and he says no?

MR. CARROLL: Yes.

THE COURT: Okay. All right. So, Mr. Studemeyer, that, I mean, there's no question, am I, I'm remembering correctly. There's no question that he did voluntarily turn the tractor over to be serviced, correct?

MR. STUDEMEYER: No question about it, Your Honor.

THE COURT: Okay. So, and if he says in his deposition he never asked for it back, how can it be a conversion claim?

MR. STUDEMEYER: Well, I think that Your Honor was sort of getting to where I, to what I would argue, which is that just because somebody picks up something willingly or, you know, with the, with the owner's consent at a certain point, doesn't mean that they get to keep it forever.

THE COURT: Right. But at a bare minimum if I, if I voluntarily give somebody something, I've got to at least say I want it back; don't I? I mean, how could it possibly -- because it, I mean, it is an authorized possession of the other person. How can it become unauthorized without the owner saying give it back?

MR. STUDEMEYER: I think it would've been futile under the facts that we've established as to AGCO's responses to, I believe, our first requests for

admission to ask for it back when they had lost it. They admittedly lost it for two years. What, what good does it do to say, well, okay, I want it back?

THE COURT: Well, but if, if your neighbor comes over and says can I borrow your lawnmower, and you say sure and you let him have it. If you, if you don't ever ask for it back, I mean I, I don't think -- does it matter if they lose it? I mean, at some point I --

MR. STUDEMEYER: I think if you ask that neighbor, hey, where's the, where's the lawnmower, and they say oh, I lost it, well, I think that's sufficient.

MR. CARROLL: Well, and it, it is slightly different than that. It's your neighbor's attorney asks where it is, and in the process of discovery you provide an answer that is subject to amendment. And I would also point out that I think that is why the Court did allow the negligent bailment to go through.

THE COURT: Yeah, that's right. Okay. Okay. I mean, so, okay. That, I will say this is back to what I ruled originally. That, the fact that the plaintiff never asked for the tractor to be returned, in the Court's opinion, forecloses a conversion claim. I mean if, if you voluntarily hand something over and you never ask for it back, that's the end. And, again, I may be wrong, but that's my ruling and I'm, I'm going

to stick with that.

And I'm, I am going to stick with my ruling on the, the trade practices act.

I will take a look at this issue with the joint venture. I will say I, I mean, I just have to go back and look at the law, but I -- it seems to be that, that AGCO, LLC is a separate entity. The contract which although is not, I mean, it's not a perfect copy. It seems legible to me. I can follow along with it. I can read it. It, it says that AGCO is a separate entity from the LLC joint venture with Rabobank. So I, I will take a look at it.

And I agree, having heard the argument, that perhaps I should have been more precise on some of those factual findings. That, that's on me, but I'm not sure it's going to change anything. But I'll go back and take a look at it.

Mr. Studemeyer, I'll give you 30 more seconds to give, but I do have to move on. We've got a lot of folks waiting patiently here.

MR. STUDEMEYER: I understand that, Your Honor, and I don't have anything else to add. I just want to thank you for taking the time to hear me today.

THE COURT: Same thing, Mr. Carroll. 30 seconds if you want it.

MR. CARROLL: I think I'm done for today.

THE COURT: Okay. Thank you, Counsel. I appreciate it. I'll get back to you with my ruling.

MR. STUDEMEYER: Thank you, Your Honor.

MR. CARROLL: Thank you.

END OF TRANSCRIPT OF RECORD.

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

I, the undersigned Emily H. Walker, official Court Reporter for the 16th Judicial Circuit of the State of South Carolina, who listened to the digital recording created by WebEx, do hereby certify that said hearing is a true, correct, and verbatim transcript of said recorded, discernible proceedings, except for the portions noted where no transcript was possible due to the lack of discernible wording, noted by (inaudible), relative to appeal, in the Court of Common Pleas for York County, South Carolina, on the 11th of June, 2025.

I do further certify that I am neither kin, counsel, nor interest to any party hereto.

In witness whereof, I have hereunto subscribed my name, this 19th of September, 2025.

Emily H. Walker, CVR
Court Reporter

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS
COUNTY OF YORK

ESWIN AGUILAR,
Plaintiff,
vs. CASE NO. 2021-CP-46-01792
AGCO CORP.,
Defendant.

DEPONENT: ESWIN AGUILAR

DATE: June 27, 2024

TIME: 9:20 a.m.

LOCATION: Nelson Mullins Riley & Scarborough
1320 Main Street
Columbia, SC

TAKEN BY: Counsel for the Defendant

REPORTED BY: KIMBERLY T. POWER, CR

APPEARANCES OF COUNSEL:

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(INDEX AT REAR OF TRANSCRIPT)

ESWIN AGUILAR,

being first duly sworn, testified as follows:

EXAMINATION

BY MR. CARROLL:

Q. Please state your name for the record.

A. Eswin Aguilar.

MR. CARROLL: This is the deposition of Eswin Aguilar in the civil matter of Eswin Aguilar vs. AGCO Corporation, Cause No. 2021-CP-46-01792 pending in York County, South Carolina. This deposition is being taken for cross-examination appropriate purposes. If counsel agrees, all objections except those as to the form of the question and responsiveness are reserved until further use of the deposition or at the time of trial.

MR. STUDEMEYER: Yes, I agree.

BY MR. CARROLL:

Q. Mr. Aguilar, my name is Jake Carroll and I represent AGCO Corporation in this case. I'm going to ask you some questions about the claims brought against AGCO in this case.

Let me ask you: Have you ever been deposed before?

A. No.

Q. Okay. So I'll go over a few ground rules. If you do not hear or understand one of my questions, let me know and I can either repeat or rephrase the question. I'm not trying to trick you. If you answer a question, I will assume you heard and understand the question and you've given me an answer that's truthful to the best of your knowledge. Is that fair?

A. Yes.

Q. You've done a good job so far, but please make sure you give verbal responses to my questions. Don't shake your head uh-huh or huh-uh in response to a question. The court reporter is taking down everything that we say and we need to verbalize everything for her sake.

A. Understood.

Q. And do you understand that this deposition is being transcribed by the court reporter and that everything said here today will be recorded?

A. Yes.

Q. If you want a break, just let me know and we can stop for a few minutes. Did your attorney discuss with you signing of the deposition transcript and whether you want to read the transcript or not after it's prepared?

A. No.

MR. CARROLL: Okay. Do you all want to read and sign?

MR. STUDEMEYER: Yes, please.

BY MR. CARROLL:

Q. During this deposition I'm going to present several documents for you to look at. The first one I'm going to give you -- I'm going to go ahead and mark this as Defendant's Exhibit 1.

(DEF. EXHIBIT 1, Amended Notice of Taking Deposition of Eswin Aguilar, was marked for identification.)

BY MR. CARROLL:

Q. Mr. Aguilar have you other seen this before?

A. Yes.

Q. Did your counsel give you a copy of this notice?

A. Yes.

Q. A couple of more questions. Just background. Are you under the influence of any alcohol or medication today?

A. No.

Q. Do you have any medical condition that would impair your ability to understand my questions

or answer them truthfully?

A. No. I do, however -- now, obviously, English is my second language. So I might ask you to repeat that question, hopefully not too many times. I speak better than I understand, but just to make you aware of that.

Q. Okay. Well, just let me know and I'm happy to answer. Okay. Have you ever been known by any other names?

A. My full name is Eswin Ariel Aguilar-Pineda.

Q. And then you go by Eswin Aguilar?

A. Yes.

Q. What is your date of birth?

A. 12/10/1980.

Q. December 10?

A. Yes, December 10.

Q. What is your current address?

A. 2868 East Peach Road, Ridgeway 29130.

Q. And what county is that in?

A. That's Fairfield County.

Q. Do you have any plans to move from there in the next six or 12 months?

A. (Witness shakes head.)

Q. Where did you attend high school?

A. A.C. Flora.
Q. Can you say that again?
A. A.C. Flora High School.
Q. What year did you graduate?
A. 2000, probably.
Q. Did you attend college?
A. Yes.
Q. Where?
A. Midlands Tech. Midlands Technical College.
Q. Did you graduate with a degree?
A. No.
Q. Do you have any other formal training or education?
A. No.
Q. Did you serve in the military?
A. No.
Q. Did you seek employment after high school?
A. Yes.
Q. What is your current occupation?
A. I'm self-employed.
Q. And what is the name of the company that you --
A. Capital Stone.
Q. How long have you worked there?

A. Possibly 20 years plus.
Q. Okay. So did you start work -- did you start working there right after graduating high school?
A. Uh-huh. Yes.
Q. And what do you do at Capital Stone?
A. Specifics what do we do or what do I do?
Q. What does Capital Stone do first?
A. It's a hardscape company -- landscape/hardscape company.
Q. And what is your role there?
A. Manage. Foresee and manage.
Q. Do you have a specific title?
A. The owner.
Q. Okay. How many hours a week would you say you worked at Capital Stone?
A. Twelve, 15 hours.
Q. Every day?
A. Yeah.
Q. Do you have any other employees? Does Capital Stone have any other employees?
A. Yes.
Q. Did you work anywhere else prior to Capital Stone?
A. Yes.

Q. And where was that?
A. I don't remember.
Q. In addition to your work at Capital Stone, are you also engaged in farming?
A. Yes.
Q. Have you always farmed and worked at the same time?
A. I was brought up as a kid in the fields planting. Yes.
Q. Okay. Have you ever owned an AGCO product before?
A. No.
Q. Okay. I'm going to show you the next document. Mr. Aguilar, have you ever seen this document before?
A. Yes.
Q. Okay. I'm going to mark this as Defendant's Exhibit 2.
(DEF. EXHIBIT 2, Fourth Amended Complaint, was marked for identification.)
BY MR. CARROLL:
Q. Mr. Aguilar, would you agree with me that at the top of the page in bold letters it says, "Fourth Amended Complaint"?
A. Repeat that question.

Q. Would you agree that at the top of the page in bold letters it says, "Fourth Amended Complaint"?

A. Yes.

Q. Okay. And did you authorize your attorney to file this on your behalf?

A. I believe so.

Q. Okay. And if you go to page 2, do you agree -- do you agree with me that paragraph 11 mentions a 2019 Massey Ferguson MF 4707 tractor?

A. If I agree with you on?

Q. Does paragraph 11 mention a 2019 Massey Ferguson tractor?

A. Yes.

Q. And is the tractor what you understand is that dispute in this case?

A. Yes.

Q. Okay. Paragraph 11 also mentions a Bush-Whacker MD-144 brush cutter, correct?

A. Yes.

Q. Is the brush cutter also in dispute in this case?

A. I believe so.

Q. Okay. And who is the manufacturer of the Bush-Whacker MD-144?

A. The MD-144 is the brand of the bush hog. Bush hog is an implement. That's what they call it. But I believe it could also be the name of that bush hog.

Q. So do you understand that Bush Hog is the manufacturer of that implement?

A. Yes.

Q. And AGCO is not the manufacturer of that product?

A. It's a product of AGCO.

Q. Okay. How do you understand that AGCO manufacturers Bush Hog brush cutters?

A. When I bought it, I understood that that was a product from AGCO. That's all I know.

Q. Okay. Did anybody at Nance tell you that?

A. I don't remember.

Q. Okay. Do you still have the bush hog?

A. Yes.

Q. Do you still use it?

A. Yes.

Q. When was the last time you used it?

A. Maybe a couple of months ago.

Q. Okay. Now, I'm going back up to -- we're still on page 2. I understand that you purchased the tractor to mow a 42-acre tract in Ridgeway, South

Carolina. Is that your residence as well?

A. Yes.

Q. Okay. Who did you talk to about purchasing a tractor in early 2019?

A. Andy Miller.

Q. Who is he with?

A. With Nance, I believe.

Q. The complaint also says that you visited John Deere and Kubota dealerships to shop for tractors; is that correct?

A. Yes.

Q. Okay. But in early 2019, you decided to buy the Massey Ferguson tractor from Nance, correct?

A. That is correct.

Q. Did you talk to anybody at those John Deere or Kubota dealerships before you went to Nance?

A. Yes.

Q. And, at the time, why didn't you buy either a John Deere or a Kubota tractor?

A. I believe the John Deere was not available. I had to wait a little bit because I was looking for a specific tractor. So what I was looking for, John Deere had a delay. So that was the reason.

Q. Okay. Now, at the time you purchased the

tractor and bush hog in 2019, how many years had you been farming?

A. I have a background of farming since I was little. I've been planting and growing things since I was little.

Q. Okay. So you were also planned to cultivate a small tree farm on approximately two acres of the 42-acre tract; is that correct?

A. Yes.

Q. Are you still operating a small tree farm today?

A. Yes.

Q. Would you say it's still approximately two acres?

A. Yes.

Q. Okay. And then do you use these plants as part of Capital Stone's hardscape and landscape business?

A. That was the plan. That is the plan.

Q. Okay. So prior to 2019, you had never grown small trees or had a small tree farm operation?

A. Yeah. I guess -- I guess that's an answer, but I've been raised growing things. So I have pretty good knowledge on that.

Q. Okay. Yeah. I'm just asking about the

tree operation specifically. Did you have anyone else help you when you decided to start the tree farm?

A. My nephew.

Q. Okay. What is his name?

A. Nathan.

Q. Last name?

A. Segura, but he's help, though. My wife also. It's a family thing. So...

Q. Okay. I want to ask you about paragraph 12. It says AGCO advertised Massey Ferguson's tractor as the last tractor you'll ever need. Where was that -- where did you see that advertisement?

A. So I started looking for a tractor because that was the idea. I wanted a tractor that would do a specific job and, you know, as you know, you buy a tractor, you buy a tractor for life pretty much. So I wanted a John Deere. They had what I needed, but I had to wait. I went to Kubota, but they also didn't have the tractor there.

So I stopped by the dealership close to my house, actually, Tractor Mart, but they are not authorized to sell tractors bigger than a specific size tractors. And I knew Massey Ferguson. I grew up in a way, you know, Massey Ferguson tractors are

good tractors. So that's what I knew and you see advertisements and stuff like that. So...

Q. Okay. Before you purchased the tractor from Nance, did you ever talk to anybody at AGCO specifically?

A. Repeat the question.

Q. Before you purchased the tractor at Nance, did you talk to anyone at AGCO Corporation?

A. No.

Q. Okay. And as of April 2019, who was going to help you with your tree farm?

A. Just me. Pretty much just me. Nobody. I mean, my wife. That's it.

Q. And then going back to something you just said. What were the specific tasks that you needed the tractor to be able to do?

A. I mean, just like anything specific, you know. You buy things for specific reasons. The tractor needed to be a bigger tractor. So I was looking for a bigger tractor. I needed it to plow the area where I was going to plant the trees and, specifically, I needed it to be a bigger tractor so I could lift a water container so I could water my trees. That was the main -- the think the most important thing on the tractor was the watering of

the trees and being able to handle the amount of grass on 42 acres. I had to be able to cut that grass.

Q. Okay. And this is -- did you have a waterer already or a tank?

A. Yeah.

Q. Okay. You did?

A. Yeah. Water was ready. Tank was ready. Everything was ready.

Q. And who manufactured your -- what kind of equipment do you have to water your tractor -- or did you have to water your tractors -- I'm sorry, water your trees?

A. It's just a tank. Like a plastic container tank. So nothing specific. Just a tank.

Q. Is it on a trailer?

A. On a pallet and the tractor just picks it up either with the loader or you lift it with the back of the tractor. So the water container is on a pallet and that's how you --

Q. Okay. And then how does the water -- do you have a sprayer attached to the tank?

A. Yes. Custom, you know. Custom made. Nothing fancy, but custom made.

Q. And then in order to water the trees,

would you drive down each row --

A. Yes.

Q. -- of trees?

Okay. How much revenue do you typically make in a year from tree sales?

A. Nothing. It's not yet a functional tree farm.

Q. Okay. So without this tree farm, do you have any other way to order trees for Capital Stone?

A. Nurseries.

Q. Okay. And do you order and sell trees from other nurseries?

A. Yeah. When we have a client that wants any kind of planting, we buy them from nurseries.

Q. Okay. And is your plan to run the tree sales through Capital Stone or your personal tax returns or how are you going to --

A. Separate.

Q. Okay. So is it Capital Stone?

A. No, it's separate. It's another business.

Q. What's the name of that business?

A. My wife is the one that runs that. Eventually that will be a separate business.

Q. Do you know the name of it?

A. I believe it's -- I believe it's Emerald

Hills. Emerald Hills Tree Farm, I believe.

Q. Do you have an accountant prepare your tax returns?

A. Yes, tax lady.

Q. And what is her name?

A. Dianna. I believe that's all I know.

Q. How long has she been doing your tax returns?

A. For a while. I don't remember. My wife would know that question.

Q. Okay. Let me go to -- we're still going to be in this exhibit, but I want you to turn to Exhibit A.

A. What page number?

Q. It's not numbered, but it's further back. It looks like that. Yes. Right there. Have you seen this document before?

A. Yes.

Q. Did you review this document in preparation for your deposition today?

A. I don't remember.

Q. Okay. You would agree with me at the top of the page the document is entitled, "Retail Installment Contract and Security Agreement Agricultural and Commercial Use," right?

A. You're asking me if I agree to what?
Q. The title of this document is, "Retail Installment Contract and Security Agreement Agricultural and Commercial Use."
A. Where do you read that?
Q. At the very top. First line.
A. Yeah.
Q. You would agree --
A. Yeah.
Q. -- that's what it's titled?
A. I suppose.
Q. And what do you understand this document to be?
A. I would think that this is a document that I signed when I purchased the tractor.
Q. Okay. And what does it say?
A. I would probably need a scope to read this thing thoroughly, but, I mean, that's what I was asked to sign in order to purchase the tractor.
Q. Okay. So at the top it lists the buyer's name as Eswin Ariel Aguilar-Pineda, right?
A. That's correct.
Q. Did I say that correctly?
A. (Witness nods head.)
Q. And it lists your address as 238 Rimer

Pond Road. When did you live there?

A. Three years before -- before now. Three years before now. That was my previous address. We built a new home, so we sold that. That's the reason for that address there. That was my previous home.

Q. That makes sense. Which county is -- or what county is that in?

A. I believe that was Richland County, I think. I'm not sure.

Q. When did you move into your current home?

A. Three years ago. Three or four years ago. Somewhere in there. I'm not good with dates, so -- specific dates.

Q. It was after you purchased this tractor?

A. It was right around -- yes. It was right around that time. But, yeah, I definitely remember moving in after buying the tractor.

Q. Okay. And this document lists the contract date as April 24, 2019, right?

A. Yes.

Q. And it says you're going to pay AGCO Finance, LLC 36 payments of $1,586.16, right, monthly?

A. If that's what it says there, yes.

Q. Had you ever heard of AGCO Finance before

you purchased the tractor?

A. I don't recall. I don't remember.

Q. Were they the financing company you used to purchase the tractor?

A. I really don't -- I'm not sure. I'm not sure how that works. I don't remember how that works, honestly.

Q. Okay. Did Nance or anybody at Nance explain to you how AGCO Finance was involved?

A. I don't think so. I don't think they explained it the way that they should. I don't know how that works, really.

Q. How do you think they should have explained it to you?

A. I mean, I assume that if you do a business, you try to make everything clear. That's just my opinion in business. If I ask your name, I expect you to tell me your name and who are with, you know. Otherwise, you're just a random person. So I was expecting them explaining everything. That's the way I look at things. I don't know if that answered your question.

Q. Well, yes. So did you understand that AGCO Finance was the -- was a bank that you would have to pay back for the tractor?

A. To my best knowledge, I would think that AGCO is the tractor people -- tractor manufacturer, in my opinion. I don't know. That's just what I...

Q. Okay. Now, on this agreement, it lists the tractor for $51,200, but it does not list the bush hog, right?

A. If that's what it says there, I guess. Yes.

Q. So you did not finance the purchase of the bush hog?

A. No. I bought the bush hog, you know. I financed the tractor and I bought the bush hog.

Q. Okay. Now, did you accept delivery at the dealership or did Nance deliver it to you?

A. They delivered it to me.

Q. And they delivered the tractor and the bush hog?

A. Yes.

Q. Okay. Now, on this document, you would agree that AGCO Corporation is not listed as a party to the contract, correct?

A. You're asking me if I agree?

Q. Yes.

A. I'm not -- I don't know. I don't think that's -- I don't think I understand your question.

Q. Okay. Well, let's go to the third page of this exhibit. So page 1 and then page 2 and then this is page 3. And on this page we saw your signature at the bottom of the retail installment contract and on this page we see two other signatures, correct?

A. Yes, I see that.

Q. One signature is from Nance Tractor & Implement, Inc., correct?

A. If you say so, yeah.

Q. And then the other party is listed as AGCO Finance, LLC, correct?

A. Again, if you say so, that's correct.

Q. Well, you're -- are you disagreeing with me or agreeing with me?

A. No, I'm agreeing. If that's what that is, then that's what that is.

Q. But there is no mention of AGCO Corporation on this signature page either?

A. I'm not sure I understand your question.

Q. Well, I'm just saying -- what I'm asking in Exhibit A, is there any mention of AGCO Corporation?

A. I mean, yeah, it is.

Q. Okay. Where?

A. I don't know. I mean, it's -- it's -- I'm not sure, but I'm sure it's somewhere there. I don't know.

Q. And so if I told you that AGCO Corporation is not listed in any of these three pages in Exhibit A, you would disagree with me?

A. I don't think I understand your question.

Q. Okay. My question is: Where in these three pages of Exhibit A to the fourth amended complaint is AGCO Corporation mentioned? That's my question.

A. You can't read this page. So you're asking me to read this here. I mean, if you look at page -- I mean, this page right here?

Q. Yes. Page No. 2.

A. Can you read that and tell me that AGCO is not in there?

Q. I can, yes.

A. You can? You tell me you can read this?

Q. Uh-huh. But can you read it? I can read it back to you. So No. 1, "Delivery and acceptance. Buyer acknowledges receipt of the machinery in good order and condition and, to the extent permitted by applicable law, waives any and all rights buyer may have to rescind the contract, rights to the

machinery, or revoke acceptance of the machinery." But okay.

Do you -- Exhibit A is a true and accurate copy of the retail installment contract and security agreement you entered into between Nance Tractor & Implement as assigned to AGCO Finance, LLC, correct?

A. I'm still not sure where this question is going. All I know is I bought the tractor. It was an AGCO deal with it, you know. It's AGCO tractor. I mean, they -- they manufacture the tractor. They have something to do with the tractor. I don't know how to explain it to you. I mean, if I'm not giving you the answer you want, I don't know what to answer.

Q. Okay. Let's go to Exhibit B. What is Exhibit B?

A. This?

Q. Yes.

A. You want me to tell you what is this?

Q. Yes, sir.

A. I see numbers.

Q. So you don't know what Exhibit B is?

A. I mean, I see numbers. I see dates. I see amount of money. I guess it's some kind of fee.

Q. Right. It says, "Admin fee received by AGCO Finance" at the top of the column?

A. Okay.
Q. You understand that you have filed this complaint against AGCO, right, this Exhibit 2?
A. Well, yeah. Now that makes sense.
Q. Okay. And you filed it in York County, South Carolina, correct?
A. That's correct.
Q. Do you have any relatives in York County?
A. No.
Q. Okay. Do you have any persons who you consider good friends that live or reside in York County?
A. Not that I'm aware of in York County. I don't think so.
Q. Prior to purchasing this tractor, had you ever worked with Nance before? Had you ever bought anything from them before?
A. No.
Q. Okay. Do you know why Exhibit B is attached to your fourth amended complaint?
A. I guess because it's -- I'm pretty sure it's a fee in there that they probably charged me for. I'm not sure. Now that I see these numbers, that's what it looks like.
Q. Okay. That AGCO Finance charged you,

right?

A. Yes.

Q. Let's go back to the complaint. Let's go to page 4 and I'm at paragraph 30, which you said you paid for the Bush-Whacker in full on April 26, right?

A. Yes.

Q. Okay. And then you made three other payments to AGCO Finance fairly quickly, right?

A. Yes.

Q. Okay. And then paragraph 32 says on April 29, tractor and various documents, including an operator's manual, were dropped off at your property in Ridgeway, South Carolina, right?

A. Yes.

Q. Okay. What were the various other documents besides the operator's manual that was dropped off?

A. That's it. I believe that was all I got. Just to add onto that, that was a drive-by type thing. I mean, like, the guy was in a hurry. He dropped my tractor. Didn't explain nothing. That was it. Which there is a point because you go in and they talk to you into buying something, just like anything else. And then when you complete the sale, it's like they move on. So...

Q. Okay. It says almost immediately after delivery, you began to experience problems with the tractor including a damaged tire, correct?

A. Yes.

Q. And that AGCO failed to provide a replacement until July, correct?

A. Yes.

Q. But AGCO did provide a replacement tire, right?

A. I mean, it's not as simple as it sounds. It's not as easy as it sounds, you know. The tire -- they gave me a lot -- a lot -- a lot of problems, a lot of headaches, you know. They assumed that I cut the tire. They assumed a lot of things before even considering giving me the tire. Brand new tractor. I mean, brand new tractor. The tire was split apart. That was the issue on the tractor. They pretty much shooshed me off with the tire and I had to, obviously, just keep pushing until they replaced that.

But they gave me everything you can think of to pin it on me to the extent that I had run the tractor on top of something that had cut the tire off. My yard, my 42 acres, there's nothing to cut the tire. I even asked the guy to come check my

property. They just didn't care. But eventually after -- I'm trying to conclude that. But after headaches and going through trying to explain that, they gave me a used tire.

Q. Did you have to pay for the tire?

A. No. But I had to -- I believe I had to pick it up. I think I had to pick it up.

Q. And then did you have to install it yourself?

A. Yes. So add to my headache. Do you know how big a tractor tire is?

Q. Was it a front tire or back tire?

A. Back tire.

Q. Okay. Yes. I know how big they are. Okay. So going to the next page. October 9, 2019, the tractor broke down for the first time and you contacted Nance and informed them of the breakdown, right?

A. I believe so.

Q. I'm just reading your complaint.

A. Yeah. The dates may not be accurate and they may not be in the order they happened, but yes. Yes. The tractor broke down. I called them. Yes.

Q. Okay. And what did you expect Nance to do for this issue when you called?

A. I expected them to fix it. Would you not expect someone to fix your brand new car? I hate to ask the question to you.

Q. So with that expectation, did you know that the tractor came with a warranty?

A. Yeah.

Q. Did Nance tell you about the warranty that the tractor came with?

A. No. I had to -- matter of fact, no. I had to find that out. Those were the only things that I had to ask for because they failed to give me the warranty.

Q. When did you ask for that document?

A. I think it was referring to this tractor constantly breaking down.

Q. Okay. Do you remember around about time?

A. No. I don't remember the time.

Q. So in 2019 -- October 2019, we're on page 5 of your complaint, you called Nance and asked them -- you expect them to fix it based on a warranty that you had never seen before, correct?

A. That's fair to say. But, again, you're buying a brand new something, you know. We're not buying a blender here, now. Would you buy a $50,000 car and have it break down maybe a couple of hundred

miles in? What would you do?

Q. Did you ever ask -- did you ever wonder what was covered under the warranty?

A. I mean, my knowledge when you buy a vehicle, there's a bumper to bumper. This is a very expensive tractor, so I would expect the same.

Q. Did you know how long the warranty was for?

A. I don't think it's for life, but I'm sure it would be enough to -- within whatever problems I had with the tractor. That's just common sense.

Q. Now, you know that Nance has said that they gave you a copy of the warranty when the tractor was delivered?

A. I don't remember seeing it. I don't think they gave it to me, but, I mean, it's neither here nor there. I wouldn't know. All I can tell you is I was very excited. The tractor looked good. I was very excited about the tractor. And after talking to Andy, he assured me that was the tractor. After I explained to him what I needed it for and what I was working into, he said, "This is your tractor."

Q. Okay. I'm going to give you the next document. Mr. Aguilar, were you told there was a warranty on the tractor when you purchased it?

A. I'm pretty sure.
Q. Did Andy mention a warranty when he was telling you that this was the tractor that you needed?
A. I'm pretty sure he did.
Q. The document in front of you, do you agree at the top it states, "AGCO Limited Warranty Terms and Conditions - United States, Canada, Mexico - Effective for Equipment Retailed and Delivered After January 1, 2019"? Do you agree that's what it says?
A. You're asking me if I agree what this document is saying here?
Q. Yes.
A. Yes, I agree. I understand what this says.
Q. I'm going to mark this as Defendant's Exhibit 3.
(DEF. EXHIBIT 3, AGCO Limited Warranty Terms and Conditions, Bates stamped AGCO 00001-00002, was marked for identification.)
BY MR. CARROLL:
Q. When was the first time you saw this document?
A. I don't remember, really.
Q. And then the applicable warranty on this

table, we're talking about a 4700 series tractor, right?

A. Yes.

Q. Okay. So under "Tractors," the second line reads, "Twenty-four months or 2,000 hours, whichever comes first," correct?

A. Right.

Q. Okay. So do you understand that the tractor is warranted for 24 months or 2,000 hours, whichever comes first?

A. Yeah, I see that.

Q. And that's what you understand the warranty to be?

A. What that means. Yes. What that means.

Q. Let's go to the first line of the limited warranty. "What is warranted." Can you read the first sentence of that to me?

A. "Application, equipment, major drivetrain components, is warranted for two years or 2,000 hours." Is that what you're talking about?

Q. No. I'm talking about the first line at the top. Right here. "What is warranted."

A. Okay. "What is warranted."

Q. Yeah.

A. Goodness. "AGCO Corporation warrants its

new equipment to be free of defect and materials and workmanship at time of delivery to the first retail purchase renter or lease. These terms apply to all brands of new equipment originally warranted in the United States, Canada, and to Challenger branded equipment only originally made in -- marketed in Mexico."

Q. Okay. And so AGCO Corporation warrants its equipment for 24 months or 2,000 hours, whichever comes first in this case, right?

A. You're asking me to...

Q. I'm asking you if that's correct, if I'm reading this document correctly?

A. Yeah. I mean, you're reading it. Yeah.

Q. Let's turn to page 2. And at the top of the page in bold letters, there's a title, "Exceptions from this warranty." Do you see that?

A. "Exceptions from this warranty." Okay.

Q. And then under the bullet -- under the list of exceptions from this warranty, "Repairs and maintenance are not covered under the warranty," right?

A. If that's what it says here, I guess. So, you know, I don't think I ever seen this thing.

Q. You've never seen it?

A. I mean, I don't -- I don't really -- I don't remember seeing this thing, I mean, to the specifics. But we can proceed, I guess.

Q. You just testified that you saw it -- you asked for a copy?

A. I mean, after. I mean, after later on. We hadn't had it.

Q. Okay. And you never asked AGCO or Nance for a copy of the limited warranty, right?

A. You know, honestly, I assumed they would give it to me and maybe he did explain some of it, but that's all I can remember, honestly.

Q. Do you still have the operator's manual?

A. I believe -- no. I don't think so. Well, I don't remember. Maybe I do.

Q. Like, at your house?

A. I think it was in the tractor.

Q. Okay. Do you think it's still in the tractor?

A. Probably so. It's supposed to be in the tractor. It's an operator's manual. So...

Q. So then the next bullet point says, "Rubber tire warranty. Rubber tires are warranted directly by the respected manufacturer only and not by AGCO." Did I read that correctly?

A. Yeah. You read that correctly.
Q. Do you remember who the manufacturer of your split tire was?
A. No.
Q. No. The next section says, "Owner's obligation." Do you see that?
A. Right.
Q. And the sentence says, "It is the responsibility of the owner to transport the equipment or parts to the service shop of an authorized AGCO dealer or, alternatively, to reimburse the dealer for any travel or transportation expense involved in fulfilling this warranty." Did I read that correctly?
A. Yeah. I mean, you're reading it correctly.
Q. Okay. Now, you've paid $399 to have the tractor towed once, right?
A. Yes.
Q. Other than that, have you paid for any other repairs to the tractor?
A. I don't think so.
Q. As you sit here today, do you want the tractor back?
A. I don't think so. Would you want your car

if it's been fixed seven times -- four, seven times. I don't even remember how many times it's been fixed. I just found out not too long ago where my tractor was. Would you want your car back?

Q. This is not my deposition.

A. Okay. And I hate to ask that, but, you know.

Q. So the next sentence says, "This warranty does not cover rental or replacement equipment during the repair period."

A. So they did tell me that, but, you know -- and, to a point, I get that. But they put a sticker that says on the tractor that I'm responsible for shipping the tractor, the levers, whatever. I get that, but they put it in a spot you can't see it. Or you have to get in the tractor, work the tractor, lift the loader like an arm -- because it has arms, is what the loader is. So you have to lift the thing so you can read that sticker where it says owner responsible for delivering the tractor for maintenance or repairs. So I don't know if that answers that question.

Q. Well, who told you that? Did somebody at Nance also tell you the warranty doesn't cover rental or replacement equipment?

A. Yes.
Q. Okay. But you did get a loaner tractor at least one time, right?
A. Yes.
Q. Did you have to pay for that?
A. No.
Q. Okay. And then the next paragraph under "Owner's Obligation," do you see the bold statement there -- the statement in bold and all caps?
A. I'm not sure.
Q. Under "Owner's Obligation."
A. Okay.
Q. The next statement in bold and all caps.
A. Okay. It says, "This warranty does not cover rental replacement." Okay.
Q. So the next one is, "This warranty is in lieu of." Do you see that?
A. I don't even know what that means.
Q. But do you see it?
A. Yeah.
Q. Can you read that whole sentence?
A. "This warranty is in lieu -- lieu," whatever you call it, "of all warranties of merchantability, fitness for a purpose or other representations, warranties or conditions, expressed

or implied." Keep going?

Q. No. Then the last sentence says, "In no event shall the owner be entitled to recover for incidental, special, or consequential damages such as loss of crops, loss of profits or revenue, other commercial losses, inconvenience, or cost of rental or replacement equipment," correct? Did I read that correctly?

A. That's what it says here.

Q. This is the second time that the warranty talks about not covering rental or replacement equipment, right?

A. I mean, I guess that's what it says there. That's what it says there.

Q. And then going down to -- going back to something that you said. Tractor Mart, right, was the first place you went?

A. A few of the places I went. But Tractor Mart for Massey Ferguson, yes.

Q. And you did not buy a tractor from them because they could not service the tractor -- the kind of tractor that you needed, right?

A. They don't provide -- they only go to a specific horsepower tractor. They're a small dealer.

Q. Okay. That's for warranty service; is

that right?

A. They just don't -- don't sell tractors as big as mine. They sell small tractors.

Q. Do they have a service department?

A. I'm not sure. When I think about it, that's where I got this promotion. I think he's the one that gave me that Nancy Ferguson, one tractor for life, I think.

Q. The brochure?

A. Yeah.

Q. Did you look AGCO online when you were researching tractors?

A. To a point, I think I did.

Q. Okay. Now, at some point you bought a Kubota tractor, right?

A. Yes.

Q. Do you still have that tractor?

A. Yes.

Q. Is that what you use to mow your grass --

A. Yes.

Q. -- with the bush hog?

A. Yes.

Q. Do you also use it to water your trees and other ornamental plants?

A. Yes.

Q. Okay. So that's No. 3.

A. But, you know, that bush hog I had -- I had to do some work to that bush hog for that to work on my new tractor because it doesn't -- it didn't fit on my tractor. I had to finagle that thing, change some parts to make it work on my new tractor so it's clear because the questions you're asking me are almost simple without explanation.

Q. Okay. So let's go back to Exhibit 2, which is your fourth amended complaint, page 5. And I want to go to paragraph 40. It says because of the seasonal nature of the plaintiff's business, that you were unable to fully test out the repairs performed on the tractor until April of 2020. So when is your busy season?

A. Well, I think what this is saying is the tractor -- you normally use the tractor the most in the summer because that's when the grass grows. And I think what this is referring to here is when they fixed my tractor and they brought it back, the season of me doing a lot of the work with the tractor that needed to be done was past. Now I had to wait until next summer to really figure it out, to pretty much use the tractor again. I don't know if that explains that.

Q. That does. And then on July 20th, page 42, it said the tractor broke down a second time. You were required to pay $200 to have the tractor towed to Nance, correct?

A. At that point -- at that point, we were dancing back and forth with them. They asked me -- I just want my tractor to get fixed.

Q. And Nance fixed it?

A. That's correct.

Q. Okay.

A. But you're making it sound so simple and easy, though. I want you to be fair with me, though.

Q. I get it.

A. I mean, you know, this was a nightmare from the beginning. Every time my tractor went to get fixed, I had to argue with these people. And then when my tractor went in, it took months to come back. Season was over. I had to struggle with a 1965 old tractor that I had, that I had to finagle that thing. It's not fun to cut 42 acres with a tractor that had no good seat on. That's the aggravation that I want you to understand here.

Q. So did you use the -- sorry. Were you going to say something?

A. Sorry?

Q. Did you use the tractor primarily for mowing?

A. For everything. That new tractor was supposed to do everything.

Q. But all we've talked about so far really is mowing your 42 acres of grass?

A. Well, we were talking about that because you said season.

Q. Okay. Well, yes. So then going back to the allegation in paragraph 40, it says, "Because of the seasonal nature of plaintiff's business." So is your business the grass mowing or is your business the tree farm?

A. I think there's maybe a little confusion there, business with the tractor. The tractor was to cut the grass and to get my tree farm going. That's what the tractor was for. The tractor had nothing to do with my business -- with my Capital Stone business.

Q. Okay. I'm going to show you the next document. Do you recognize this document?

A. Yes.

Q. And what is it? What is it?

A. Are you asking me? I'm sorry.

Q. Yes.

A. I didn't hear your question. We're smiling at each other. I was waiting for your question. I apologize. This seems to be a time frame of -- this is my wife's work. She probably put this together as an overall idea of what happened with the tractor. It may not be accurate with dates because, you know, I'm the one dealing with the tractor and she's probably just trying to put this together with e-mails and stuff like that. But overall, it gives you an idea of what it is and what we went through, in a way.

Q. It's a timeline, right?

A. Yes. But what I'm saying is the dates may not be accurate.

Q. Okay. I'll mark this as Defendant's Exhibit 4.

(DEF. EXHIBIT 4, Timeline, was marked for identification.)

THE WITNESS: Or the right order, per se.

BY MR. CARROLL:

Q. Yeah, I get it. This was prepared by your wife?

A. Yeah, I believe so.

Q. Okay.

A. Probably so.

Q. And on this document it says, "March 1, 2020 moved into house on Peach Road." Do you have any reason to dispute that?

A. I guess she was probably -- are you asking me if this is accurate or not?

Q. Yes.

A. Yes.

Q. Okay. Now, this timeline doesn't mention anything about the tire problem we talked about, right, in 2019?

A. Yeah. Again, she -- I don't do paperwork, really. I mean, I'm in the field. I'm out there talking and dealing with people, customers, just to give you an idea. So when it comes to this tractor, I'm pretty much doing all of the physical work. And any kind of paperwork, she's the one that does it. So she's, again, not aware of maybe some things in here. She's not going to know exactly what is behind every single thing and dates, perhaps. So if you want me to, I will tell you how it started.

Q. Well, I want to ask -- let's go to page 2. And October 20, 2020, it says, "Sent e-mail to Nance about squealing noise. Said it was normal. Refused any other solution. Had to contact AGCO. AGCO rep

(not Jacob) David came out and said tractor was never updated." Do you remember David's last name?

A. I think it's Summer or somewhere in there. David Summer, if I'm not mistaken.

Q. Okay. David Summer. And so after -- when you contacted AGCO, AGCO fixed what they could and then said it had to go back to Nance, right?

A. I mean, yeah. But it's not -- again, it's not so simple the way you put it because that is specific time. We are already on the third of fourth time the tractor has broken down. So you had jumped from zero to 60 already. And AGCO is already -- by that point already been involved. Matter of fact, AGCO was involved from the beginning with the tire. They told me to call AGCO when the tire -- when I had a problem with the tire.

Q. Nance did?

A. Uh-huh. So back -- so AGCO is this tractor, what I'm trying to tell you. Because the tire broke down, they pretty much told me to call AGCO.

Q. And then AGCO got you a new --

A. AGCO was involved with this from the beginning.

Q. And you would agree AGCO got you a new

tire, right?

A. After arguing for months, yes.

Q. Even though under the warranty tires are excluded, they did still that?

A. I understand that. But you buy a new tractor -- you just buy a car and you take it home and the tire is cut, I mean, that's the logic that we're looking at here. I understand what you're trying to say about the warranty. I get that. But the tractor is, like, new. I mean, it's, like I say, you buy a car, you take it to your house, and then a week after that you see the tire splitting. I mean, I hate to tell you, but that's pretty much common sense. I mean, we're not talking about a year after, two years after, 50,000 miles. I mean, I believe it's fair to say that it is a problem whether -- regardless of what the warranty says. I don't know what to tell you.

Q. So you have sued -- let's go back to -- you can put your timeline to the -- or your wife's timeline to the side. We're going to go back to the fourth amended complaint, which is Exhibit 2, and I want you to go to page 8 now. Paragraph 66, April 21st, tractor broke down again. Display saying error code. You contacted Jacob Willis with AGCO.

Who is Mr. Willis?

A. I talked to Jacob Willis when my tire was cut, just to tell you when I talked to Mr. Willis. According to Andy, he's the guy I needed to talk to for problems. That's what I understood.

Q. Okay. And so in paragraph 66 when it says April 21st, you contacted Jacob Willis, what were you asking Jacob Willis to do at that point?

A. I am not sure exactly what I was asking him. But, again, we're jumping from A to B without you know -- we got to the point for specific reasons. So this is not the first time. So I'm not sure exactly where we are in here. Jacob Willis pretty much complained about the tire. He told me about me cutting the tire. So that's when the first I talked to Jacob Willis. My tractor broke down, they pretty much told me to talk to him. So I'm not sure.

Q. Okay. It might be easier for us to go back to this. I'm going to mark this as Exhibit 5.

(DEF. EXHIBIT 5, Maintenance Work Orders, was marked for identification.)

BY MR. CARROLL:

Q. Mr. Aguilar, page 1, Exhibit 5, order date November 5, 2019. It's a maintenance work order from Nance Tractor. Do you see that?

A. Yes.

Q. It says, "Service type warranty no charge. Replace broken gear in transmission housing."

A. Okay.

Q. So that was our first problem, right, that you talked about after the tire?

A. I'm not sure the dates, but this happened several times. So you know.

Q. So the date -- let's get a time frame. So we have April 2019 you buy the tractor?

A. Yes.

Q. And you can get your wife's timeline out too to help. April 2019 we buy the tractor -- you buy the tractor?

A. Yes.

Q. 7/20/2020, tractor broke down. Picked up for same error code.

A. Tractor broke down 10/9/2019.

Q. Yeah.

A. That's, like, four months.

Q. Okay.

A. Six months, somewhere in there, after I purchased the tractor.

Q. During that time period you received a loaner, right?

A. Yes. Again, I had to hassle with these people. Bring the tractor way under the warranty. I shouldn't even argue. Nobody should even question that. And it broke down in the middle of me using the tractor. Brand new tractor.

Q. And they gave you a loaner?

A. They gave me a loaner. That's correct.

Q. Even though they didn't have to?

A. I understand.

Q. And then January 1, 2020 it was returned, right?

A. I guess, yes.

Q. And then tractor broke down again July 20, 2020. Picked up for same error code; is that correct?

A. Yes, same problem.

Q. Okay.

A. Only this time it took almost a hot minute to get it back.

Q. Well, what was going on in 2020 that might have slowed the repairs down?

A. That would be a question for them. I don't know.

Q. Like COVID was in 2020?

A. I don't know. I guess. I don't know.

But what does COVID have to do with repairing my tractor? I mean, I could understand about the years together. But the tractor is mechanic.

Q. So one of the issues that has been discussed in discovery in this case is that there were supply chain issues that delayed the delivery of chips, shortage of chips. That's why you all had a difficult time getting your bush hog to work with your Kubota; isn't that right?

A. No. Again, you're jumping way up there. We're still at the bottom. I mean, the tractor broke down -- the tire problem first happened.

Q. Right.

A. I don't know the dates. I'm telling you the order it happened. The tire problem took months for them to get me a tire, which that was fine. Then my tractor broke down not too long after the tire issue. We have to finagle. We realized I had to pay for my tractor to go back for maintenance because they told me the sticker is on the door. Excuse my attitude, I guess. So I had to find the sticker there. So it said, yes, I'm responsible for paying that.

So my tractor goes there. It takes -- I don't know. I don't remember exactly, but it wasn't

right away and I needed my tractor. So it goes there and it comes back fixed. I think it was a delay for me using the tractor because of the time frame when they brought it back in and I could use my tractor right away.

So when I used the tractor for a couple of months, broke down again. The same problem again. I have to talk to these people again and then we know the deal. I have to pay to take it out there. And Willis is already involved in here. Jacob Willis is already aware of all this.

Tractor goes and they fix the tractor. They bring it back months after, only this time they bring my tractor like garbage. This is a Cadillac tractor. It has AC on it. It has air suspension seat and my tractor is garbage inside. A kid would work on the tractor that known could not do what they did to my tractor.

They broke the windshield. It had nothing to do with the engine, but somehow they broke the windshield. They had to replace the windshield. Glass all over the engine. The tractor comes back, the hose is not set up properly. You know how frustrating this is? You spend that kind of money and pay somebody to fix tractor and then it comes

back and all these headaches?

So many problems. So I reached out to these people there at Nance and they send out a mechanic, a kid. He was no mechanic. But they sent this mechanic to fix my tractor with zip ties. You know what zip ties are, right?

Q. (Counsel nods head.)

A. You don't put hoses -- hydraulic hoses that carry a lot of pressure. They are fit properly on metal brackets and they send this guy to put it back with zip ties. And then he's trying to put caulking on my window and it's just a mess and I told him just don't worry about this caulking. I can deal with that. Plugs not plugged in. Lights not plugged in. The four-wheel drive not even engaged. They didn't even connect the four-wheel drive. Do you know what a four-wheel drive is? I hate to ask. I'm not trying to be funny. Do you know what a four-wheel drive is on a vehicle?

Q. Yes.

A. That is a major deal on a tractor. I mean, that's a big, big deal. It doesn't even engage. So -- and I'm just almost concluding fast what happened, but it's a nightmare. Oil leaking. Hoses not tied up.

So I get on the phone and tell this guy, "Listen, I mean, this is a serious problem." Jacob. At that point, he says, "We're going to send an engineer." So now I'm thinking this is serious now. Why would a mechanical engineer come to my property to look at my tractor? I mean, that's a serious thing.

He comes up there, this is when David comes in, checks my tractor. And then after I'm not there and they're talking and after going through all of that, he concluded that the tractor was not put back properly, period. It was not being calibrated. It was not being updated in codes. It hasn't been done the proper procedure to change what needed to be changed. The engine and stuff like that had to be flushed three times. Verbatim what David says. This man actually got a little mad with the mechanic asking questions to this guy. He's not even answering. That's the level of frustration. That's what's happening here.

The days I'm not sure, but that's the order that happens and I'm still giving these guys a chance to fix my tractor. All of this and I'm -- I bent over backwards for them to fix my tractor. Right? So they take my tractor. Then I tell

Willis -- I talk to Jacob and I tell him, I say, "Look, I'm losing confidence. This is the third time. I'm losing confidence in these people to fix my tractor." He said, "I assure you, I will make sure I'm there or I'll have someone there from AGCO to oversee this."

My tractor goes back and they kept it for, again, a while. They refused to give me the loaner because -- they offered me a loaner the first time, no questions asked. No questions asked. They just brought the loaner from the first time my tractor broke down. But now they don't want to give me the loaner unless I put insurance on it. They demanded I provide insurance on the loaner they give me. I'm not going to do loaner (sic) on your equipment. It's not my -- it's not my tractor. Why would I do that?

I'm not using the tractor for any -- my tractor is on the farm. It will be on the farm. There's nothing there. But they're asking me that if I don't provide insurance on the tractor, they won't give me a loaner. I said, "I can't accept it. I'm not responsible for your tractor. I'm already here struggling with you guys. Take care of my tractor."

Can you imagine if I would have taken their tractor and had a problem with their tractor?

It would be a nightmare. Would you do it? I'm sure you won't do it. So I didn't. That was the reason why they didn't give me the loaner the second time.

But my tractor went up there and get it fixed, comes back out. At that point, I'm losing confidence. They still took my tractor to get it fixed. I talked to Jacob Willis. I said, "Jacob, this is beyond stress. I don't know what to tell you. I can't keep dealing with this. The tractor keeps breaking down in the middle of when I needed it the most." Okay. And I told him, "If the tractor breaks down one more time, we're going to have to figure out a completely new solution." So that's when he assured me, "I will make sure I have someone there from AGCO. If it's not someone, it will be me overseeing the repairs on this tractor." And it comes back and guess what happened.

Q. What?

A. The obvious. It breaks down again, oil everywhere, after we just had the conversation. At that point --

Q. And so then what did Jacob do?

A. At that point, I'm telling Jacob, "Jacob, I mean, I can't do this no more. I'm not going to do this no more. I mean, this is out of the question."

I said, "I need my money back. I need a new tractor. I need you guys to replace this tractor. I don't want this tractor because apparently you guys cannot fix it."

It's beyond -- I mean, how many times does a tractor need to be fixed in order to determine the tractor is garbage? How many times? Would you take a car that's been fixed that many times? You won't. I know it's not about you. I get it. This is about what's right, what's fair.

So I asked him for my money or I asked him for a tractor five times, possibly. So I bent over backwards for this people. Give them a chance, and chance, and chance, after chance. How many more times do I have to take this? He says, "We're not going to give you your money. Forget it. We're not going to give you a new tractor. We are -- what we can do," he said, "I can take your tractor, depreciate it because you had it for 200 hours." Do you know what 200 hours on a tractor is? It's like maybe 500 miles on your car brand new. That's nothing.

"Depreciation will give you the value of the tractor for something else. You can put that money for another tractor." I said, "That's not

acceptable. You're going to give me my money back. You're going to give me a new tractor. Those are your options. If that's not your option -- if that's not your option, you're forcing me to seek legal action." Guess what his response was?

Q. This is Jacob?

A. Jacob Willis. He said, "We've got more lawyers than you." Verbatim. Do you know how frustrating it is for me to sit here and tell you guys that? It sucks. I spent a lot of money, hard working money, for this tractor to work.

Q. So you spent $399 to tow it and then $200 to tow it again. But other than that, you haven't paid for any repairs, right?

A. I don't think you're listening to what I'm saying, man.

Q. Well, then let's go back. So Jacob Willis, you tell him I either want my money back or a new tractor, right?

A. Yeah. He refused it. Instead, he threatened me with lawyers.

Q. Well, but then he came back -- I think you just testified -- I want to understand what you said. He said we will give you the value of the tractor, but depreciate it for the 200 hours?

A. No. I just told you that my tractor had 200 hours. He never said nothing about hours. He just said that my tractor was depreciated.

Q. But then he offered you the money -- the value of the tractor depreciated -- the depreciated value?

A. Garbage.

Q. So my question is: Did he offer the depreciated value of the tractor to put towards a new tractor?

A. It's a new tractor. I guess your question is yes, but, I mean, that's just -- it's, like, insulting me. That's insulting someone when you buy a new tractor or new car and say, "Well, I'm going to bring it back. It's a new car, but I'm going to go ahead and depreciate your car because you had it for 50 hours." You just bought the machine, like, months ago. It shouldn't be depreciated. That's your problem. It's your machine. Your problem. You fix it. Make it right. This is not a tractor that's been sitting there working for thousands of hours and years. It's a brand new tractor. It still had the paper on the seat.

Q. But it had been two years since you bought --

A. Ongoing.
Q. -- the tractor?
A. Ongoing problem. This tractor spent more time at the dealership -- at the shop than at my farm if you put it all together. I didn't buy a tractor to be in the shop.
Q. But I'm trying to ask when Jacob Willis offered the depreciated value of the tractor --
A. He did not offer. He just mentioned it. I don't know if that's an offer or what that is, but that's all he said. "What we can do is depreciate your tractor for a new tractor." That's not acceptable.
Q. Okay.
A. I want my money back or replace the tractor. That was -- that was the demand. That's what I wanted because I think it's more than fair. Depreciation should have never come up.
Q. And the money back that you asked for was $71,000, right?
A. Compared to now, it should change, to be honest with you.
Q. So you asked for the purchase price of the tractor, $51,000, right?
A. It's beyond me why they didn't do the

right thing. It's in there on the paper what I asked for. It just blows my mind. Here we are wasting time and more money. I don't understand it.

Q. So you sued AGCO, right?

A. After I exhausted all my patience and willingness for them to fix my tractor. I did everything I could. I don't think anybody in here or anywhere else I would be aware of would tolerate what I tolerated with these people and this tractor.

Q. Okay. So you asked AGCO pay me for my tractor, $51,000, pay me $10,000 for the bush hog, plus $5,000 for your other stress, right? That's what you asked for?

A. Okay. Yeah.

Q. Do you agree with me?

A. That's what it says in there. Yes.

Q. And then --

A. I thought that was a very generous, generous question.

Q. So it was either $71,000 or a new tractor and that's it?

A. I thought that was fair to make it right. I'll still give you guys a chance to make it right. That's what it -- I mean, if you want to conclude with the money, yes.

Q. Okay. Now, under the limited warranty, AGCO told you that they would repair your equipment, right?

A. Okay.

Q. Right? Do you agree?

A. I mean, again, I don't -- I never saw that, but okay.

Q. Okay.

A. I was under the assumption I paid a lot of money for the tractor, you know, I was expecting a good warranty on it. I mean, quite frankly, more than a car or vehicle. Again, you buy a tractor for life. You don't buy a tractor to be sold for two, three years down the road. I mean, that's maybe just me, but that's common sense.

Q. Okay. So what exactly did AGCO not do under the limited warranty?

A. They failed to fix my tractor right. They gave me baloney every single time. They refused to take care of me after they take my money. They pretty much screwed me over. They sold me equipment that they said was supposed to work for one tractor you ever need and it's false. I mean, this thing is not even -- now I know it's not even made in the United States. I mean, it's not even from here.

Q. Can you mow your grass without four-wheel drive?

A. Yes and no.

Q. Okay. Can you explain that a little?

A. Okay. If it rains the day before, then you more likely need the four-wheel drive because it may get in areas where it may need a four-wheel drive. If you go up on a hill -- now, remember, this is a Cadillac tractor. It has automatic four-wheel drive. So it engages when it needs it based on the power of what it's pulling. So it's automatic when it needs it. So I guess yes and no. I mean, if it's flat, you probably won't need it.

But forgive me for saying this. No disrespect to you. A four-wheel drive on a tractor, it is a critical thing. And for a mechanic not to put a four-wheel drive -- not to put it together beyond -- I mean, on top of all these other problems, that is beyond me. It's in question what kind of person does this? Who is this guy? Does this mechanic have credentials in place? I mean, it goes on.

Q. That mechanic was from Nance, right?

A. It's AGCO, man. Excuse me.

Q. So AGCO is -- we've heard David and Jacob

Willis.

A. They are responsible for this tractor. I mean, they assured me that this tractor would be fixed. So I hold them accountable, AGCO.

Q. Let's go back to Exhibit 5, the maintenance work order, first page. There was no charge for these repairs on November 5, 2019, right?

A. Yes.

Q. AGCO paid for these?

A. Yes.

Q. This was after AGCO paid for the tire. Then on the next page, order date 9/28/2020. There was no charge for this work, correct?

A. Yes.

Q. And then on the next page, October 15, 2020, no charge for this work; is that right?

A. They didn't charge me for anything, if that's your conclusion.

Q. That's what I'm asking. You didn't have to pay for any of the work. Yes, there was a headache. I understand. You conveyed that well. But as far as money being paid out, the only thing you've paid are the two towing charges?

A. The thing is, I mean, you can go back to the reality. The reality is, I mean, what confidence

do I have? The tractor is supposed to work for life. Now what confidence do I have? I had to fight them on the warranty as well. These people are -- I'm not sure why. It's beyond me why they're still going on with this.

Q. Let's go back to Exhibit 2.

MR. STUDEMEYER: Jake, if I can just intervene real quick. We've been going for about an hour and a half. Can we take a bathroom break soon?

MR. CARROLL: Yeah. We can stop now and take a break.

(Off the record.)

BY MR. CARROLL:

Q. Back on the record. Mr. Aguilar, I think we're going to go back to Exhibit 2, which is your fourth amended complaint. And on the right-hand side do you see where it says, "Electronically Filed," on the document in blue?

A. Yes.

Q. Did you know this was filed on February 20, 2024?

A. That's what it says there.

Q. So we'll go back to page 8 of Exhibit 2. While you're flipping there, so if it is not -- if it has not recently rained at your property, can you

still mow the grass without four-wheel drive?

A. I couldn't tell you properly. I won't do it because that shouldn't -- that tells me that something is not working the way it should. So I won't want to do that to my tractor. So I couldn't answer you that question, I guess.

Q. So we're at paragraph 67. "On April 22, Jacob Willis informed plaintiff AGCO had picked up the tractor for further repairs and provided a loaner tractor in the interim." And I believe you testified at this point you refused the loaner tractor because you did not want to put insurance on it, right?

A. That's correct.

Q. Was the insurance requirement, like, included in some kind of signed document or how -- how did the insurance requirement come up, I guess?

A. We never got the specifics because I denied that immediately. I didn't want to put insurance on something that's not mine. So I don't know what.

Q. Did you know you had to put insurance on your tractor for AGCO Finance when you purchased the tractor?

A. Uh-huh. Yes, I'm aware.

Q. And then AGCO picked up the tractor,

right? And we're talking about --

A. Yeah.

Q. -- April 28. And then paragraph 68, "Tractor was picked up by AGCO on April 28, 2021." And did you ask where the tractor was going?

A. Are we talking about the very last time?

Q. Yes. Very last time.

A. The very, very last time, I had enough of this tractor. No, I did not ask where my tractor was going.

Q. Why not?

A. Because I thought I was being clear when I told them that the options were new tractor, my money. That was -- that was clear. Quite frankly, they didn't even tell me they were going to come pick up my tractor, as I recall, because my gate was closed and they had to call me to open the gate. Shocker.

Q. You didn't know AGCO was going to come pick up the tractor?

A. I mean, they told me they were going to pick it up, but they didn't tell me when.

Q. Okay. And with your demand, the money or the new tractor, you didn't ever want to see this tractor again?

A. It's still my tractor.
Q. So you do want to see your tractor again?
A. I mean, it's not -- your question is a little -- I mean, I'm not saying in a bad way to you. I'm just saying the question is a little tricky, though, because it's still my tractor. I paid for it. It's paid for. It's my tractor.
Q. Have you tried to go pick it up?
A. Where? I mean, I didn't even know where they took my tractor. As far as I'm concerned, they stole my tractor.
Q. No one had ever told you where your tractor is?
A. Believe it or not, no one ever told me where my tractor was.
Q. Sitting here today, you do not know where your tractor was?
A. One hundred percent. Nobody told me where my tractor was. We find out year -- year into this. I don't know the dates.
Q. So you do know where the tractor is?
A. Now we know. Apparently it's somewhere else, but now we know.
Q. So you just told me you don't know where it is. Do you --

A. We didn't know where it was. We didn't know where the tractor went. We didn't know where they took it. We didn't even know what they did with it. We didn't know nothing.

Q. Did you ask?

A. I thought it was very clear when I told them that my tractor needed to be replaced or...

Q. Your money back?

A. -- my money back or I was going to take legal action. He gave me no choice. I exhausted -- matter of fact -- I mean, is he here for some of these questions? Because, I mean, I'm kind of what --

Q. No. This is for you today.

A. Okay. I didn't mean to throw you under the bus, you know.

Q. Okay. So let's go back. Page 8. We're still here. April 28, AGCO picked up the tractor. Let's just be clear. Did you give AGCO permission to pick up the tractor?

A. You know, I just don't know. I don't remember. I don't remember. Fair? Maybe so. But I don't remember. But what I do know, they didn't tell me when they were coming to pick it up. They didn't tell me where they took it. That I know.

Q. And then you never reached out back to say, "Hey, where is my tractor," right?

A. After that I thought it was pretty clear what I mentioned to him. So I seek legal action and went from there.

Q. So I'm going to show you what I would like to mark as Exhibit 6.

(DEF. EXHIBIT 6, Letter from Mr. Studemeyer, was marked for identification.)

BY MR. CARROLL:

Q. This is a letter, May 11. So we were at April 28. I don't know. What is that? Roughly two weeks later, Nance gets a letter -- or it's addressed to Nance saying that you are represented.

A. Two weeks after?

Q. So it's from April 28 to May 11.

A. I don't know if these dates are accurate, but, yes, that's kind of where this is going.

Q. Okay. That says you are represented by counsel?

A. Uh-huh.

Q. At this time period, May 11 -- by May 11, did you ask AGCO where your tractor was?

A. I think that -- no. I think that they were obligated to tell me where -- what their

intentions were. I think that's a fair question. They took my tractor. They should have called me and tell me, "Hey, this is the procedure we're going to do," or so on and so on. Nobody communicated with me on that. So --

Q. When --

A. Because they didn't.

Q. Oh, sorry.

A. And, so, anyway.

Q. Didn't AGCO tell you they were going to fix it?

A. They never told me anything. Jacob Willis did not tell me anything after the last conversation I had with him.

Q. So you previously testified that he said he was going to fix it?

A. That's the last -- we talked about that. He told -- the very last time -- the last very time -- I had enough of this. The last conversation I had with him was, "You give me my money for my tractor, you go ahead and give me a new tractor, or I will seek legal actions." He replied back and told me that he had more lawyers instead and that was it.

Q. He had what? Can you say that --

A. That he had more lawyers than me.

Q. Okay. He had more lawyers than you. That was in April?

A. That was the last conversation I had with him. Yes.

Q. Okay. And then the letter -- the May 11 letter, your counsel requests a copy of the limited warranty. Is that the first time you saw the limited warranty, was after this letter?

A. Now that -- I think so. I believe so. That was the time I was able to see that.

Q. So there was a response to that letter, I guess, if you got a limited warranty?

A. Is that a question for me or for my lawyer?

Q. For you. Is it fair to assume that if you got a copy of the limited warranty that somebody responded to that letter?

A. I guess, yeah.

Q. I'm not trying to trick you.

A. No, no. Listen, I get it.

Q. Okay. I'm going to show you what's going to be No. 7.

(DEF. EXHIBIT 7, Summons and Complaint, was marked for identification.)

BY MR. CARROLL:

Q. Mr. Aguilar, this is a document dated June 8, 2021 filed in York County. Can you look through this and confirm this is a complaint that you filed against Nance Tractor, AGCO Corporation, and AGCO Finance regarding your tractor?

A. Would that be a question for me?

Q. Yes.

A. I have seeked legal action. So, I guess, yes.

Q. Okay. Turn to the second page and this is a complaint. This is the first one that you filed June 8, 2021 and you name AGCO Corporation, AGCO Finance, LLC, who financed the equipment, right, the tractor?

A. Okay.

Q. And then Nance, the dealer that we've talked about, right?

A. Okay.

Q. Okay. Let's go in this exhibit to page 10. And on the top of the page it says, "First Cause of Action as to Defendant Nance (Revocation of Acceptance)." Do you see that?

A. Yes.

Q. Do you understand what you were seeking from Nance in this complaint?

A. That would be him to answer that question. I mean, I don't know how to answer that question. Is that something he can answer that?

Q. No. I just asked -- so you -- well, you answered it. At the bottom of the page it says, "Breach of implied warranty of merchantability," right? Do you see that second cause of action against Defendant Nance in the middle of the page, page 10?

A. Yes.

Q. Page 11 has two more causes of action against Defendant Nance, right?

A. Okay.

Q. And then page 12, there's a fifth cause of action, negligent repair.

A. Okay.

Q. So you sued Nance -- and let's look at paragraph 126. For example, "Upon return of the tractor, it was immediately apparent that the repairs had been done haphazardly. Glass shards covered the engine, hoses were unseated and, instead, attached to the tractor with zip ties and a plethora of other obvious problems were present." Did I read that correctly?

A. Uh-huh.

Q. And that's what you talked about, right?
A. Yeah.
Q. Earlier that's what we had talked about. Okay. And these are your claims against Nance, right?
A. I think that -- I don't think that's all, but yeah. I mean, in a nutshell, I think it is.
Q. There were more. That was just the fifth cause of action. Then on page 13, the sixth cause of action, unfair trade practices, right?
A. Page 13?
Q. Yes.
A. Okay.
Q. So those were all against Nance, the dealer, correct? All those claims that we just --
A. I think that's -- I'm not sure how to answer that question, but I would think that that's AGCO.
Q. Well, so you sued three people, correct?
A. I mean, the people involved was responsible for my problems -- my issues that I had with the tractor.
Q. Yes. Well, you understand that Nance -- you sued Nance separately, you sued AGCO Finance separately, and you sued AGCO separately?

A. I understand that.

Q. Nance has since paid you to settle this case, right?

A. Yes.

Q. Okay. Now, let's go to the next page, page 14. "Breach of Action as to Defendant" -- I'm sorry. "First Cause of Action as to Defendant AGCO (Breach of express warranty)." Did I read that correctly?

A. Yes.

Q. And so in this claim you say that AGCO warranted the goods were free from defects in material and workmanship and warranted that its 4700 series of tractors were covered for 24 months or 2,000 hours, whichever come first, right? That's what paragraph 144 --

A. Is that what it says there?

Q. Well, that's what I'm asking you. Did I read that correctly?

A. I'm not good with paperwork, to be honest with you. Sometimes I don't understand things in here. So I'm not sure exactly where to go on that question. I don't know if I can answer that question.

Q. So breach of express warranty, do you

understand that to mean that AGCO did not do what it said it would do in its limited warranty?

A. I think AGCO failed me. I think everybody failed me. I mean, that's -- I don't know if that answers your question. Everybody failed me when it comes to this tractor. If your name is in it, then you failed me too. And I hate to say that, but that's pretty much what it is.

You can't -- the way I understand your question, it's like you're trying to AGCO -- remove AGCO from this issue. AGCO is part of this. AGCO made this tractor. AGCO is the tractor. So I'm not sure how that's not AGCO issue, if I was to give you an answer, I guess.

Q. Well, and you would agree that because AGCO made the tractor, AGCO warranted the tractor to you based on the terms of its warranty, right?

A. I mean, I don't think I understand your point. I mean, I hate to say this to you because that's the best way that I can say. This makes no sense the way you describe it even though it's in paper there. I don't understand this question. I don't understand why there's so much going around when it's so simple. The tractor is a brand new tractor. It's way under the warranty.

I'm not sure what we're going back to this 24 months. The tractor broke down way before the 24 months. You're talking about 2,000 hours there. This tractor had -- do you know how many hours the tractor had? Three hundred forty-three hours, I believe. And that's at the very end. So the tractor must have way under 2,000 hours. Again, it's a new tractor.

Q. You also had a loaner tractor, right, during that period?

A. One time.

Q. Okay. And you also don't use the tractor during the winter, right, when the grass isn't growing?

A. No. I didn't say that I don't use it, period. But that's when your big time is. That's when you really rely on the tractor to do the best because grass is growing, trees need to be watered, and so on. But you still can use the tractor in the winter. I just -- for other personal circumstances, I just -- sometimes I couldn't use the tractor. I also had a collision, so I had to deal with my arm and I couldn't use the tractor. But that's irrelevant to that, you know.

Q. Okay. So June -- this was June 2021. You

filed legal action. At this point, did you ask AGCO where your tractor was?

A. I think that would be a question for him because he's -- I mean, I'm relying on my lawyer now to take this over. So does that matter at this point? I mean, because we are already in a situation. At some point, I think that is your responsibility to tell me where my tractor is.

If you are clean -- and I don't mean you literally, but I'm talking about the people who took my tractor. If you literally wanted to do the right thing, why didn't you call me immediately when you received this letter that I'm suing you or whatever I'm doing with you and try to diffuse the situation? Why didn't you reach out to say, "Hey, we've got your tractor. We took it here. We're going to fix it. We're going to give you options."

It's gone. I mean, nobody did that. Nobody called me. Nobody reached out to me. I don't think nobody reached out to him because he would have told me that. Instead, they proceed -- they just pretty much went with this problem, you know -- problem with the suit. I can almost tell you that if they would have reached out to me then, this would have never happened. But nobody did.

Q. If AGCO would have reached out to you?
A. What is it?
Q. I wanted to clarify. You're saying if AGCO would have reached out to you to resolve this situation?
A. I would. Before, you know, when we started it, avoid all these headaches, but they didn't.
Q. Okay. I'm going to show you our next exhibit, which is No. 8.
(DEF. EXHIBIT 8, E-mail Transmittals, was marked for identification.)
BY MR. CARROLL:
Q. This is a collection of e-mails that your counsel produced to us and I want to go to the last page. It's April 21. This is when you e-mailed Jacob Willis demanding your $72,101.76, correct?
A. I don't think the days are -- again, you need to keep in mind, you know, my wife does the best she could to put dates on these things. Some of these dates may not be accurate. They may or may not be, but, yes, I guess. This has been a long time ago. I may not remember it clearly, really.
Q. Let's go back to Exhibit 2 now and let's go to page 9. So prior to purchasing this tractor,

did you ever ask where it was manufactured?

A. No, I did not. But I was of the impression that it was from here just because I grew up knowing Massey Ferguson just like John Deere and all the products. So yeah.

Q. Okay. Paragraph 78, "After months of waiting and no answers, the plaintiff ordered a substitute Kubota tractor on September 25, 2021."

A. What page are we in?

Q. Page 9.

A. What paragraph?

Q. Seventy-eight. Who did you order the Kubota tractor from?

A. Maybe mine is not in order. Page 8 or 9? I'm on page 9, but I don't have 78.

Q. Are you looking at Exhibit 2?

A. No, I'm sorry.

Q. Who did you order the Kubota tractor from?

A. I ordered it from -- it's a tractor dealer in Cayce.

Q. Okay. Has it arrived, the Kubota tractor?

A. Yeah. The tractor is on my property.

Q. And then 79 --

A. I did have to order it, though. It took a couple -- I mean, at least six months. So I had to

order it. I had no choice.

Q. Paragraph 79. "Jacob Willis of AGCO called the plaintiff in late October of 2021 after this action had been commenced and the plaintiff instructed Willis to contact his attorney." Did I read that sentence correctly?

A. I think you read it right, but there's something wrong with that, though. Seriously wrong with dates and I don't know. I don't know if it's got something to do with you guys, but some of the dates are a little funny with e-mails and stuff.

Q. So Exhibit 2, you previously agreed, was your fourth amendment complaint you filed against AGCO, right?

A. Right.

Q. And you authorized your attorney to file this on your behalf. That's what you testified?

A. Yes, yes.

Q. So what is stated in this complaint is accurate, to the best of your knowledge, right?

A. Yeah. But are you talking about his call?

Q. Yes. I'm asking about --

A. So he called me after all -- we're already, you know, with the lawyer. And that was it, he called me.

Q. What did he say?

A. He called me and the phone call lasted, like, seconds. He called me and told me, "Got your tractor ready." And I told him that he needed to talk to my lawyer. Because, I mean, if I'm not mistaken, we already had an earlier evaluation on this. It was way into it. So that was it.

Q. So he had your tractor ready and what was your response?

A. To talk to my counsel. Talk to him. We're already into this mess and I needed him to talk to him so my lawyer can advise me properly.

Q. And at this point, did you want the tractor back?

A. I was expecting him to talk to my lawyer. I was expecting him to have a conversation with him and see what's -- you know, that's a good question. I don't know. At that point, I just -- but he didn't reach out to my lawyer. So we'll never know.

Q. Did you ask Jacob Willis where your tractor was when he told you it was ready?

A. I did not ask him. I don't remember asking him and neither he offered.

Q. Did you ask him when you could pick it up?

A. No.

Q. Did you ask AGCO to bring it back to you?
A. I had counsel. Any conversation, you know, should have been for him, not directly to me. And the fact that the part he reached out to me, I told him about that and he did not follow, that's a little concerning, honestly. I'm not sure why he didn't do that. I felt like I still -- even though we were into this mess, way into it, I feel like at that point I still give him a choice to talk to him -- to my lawyer and that never happened.
Q. Do you know that -- are you aware under South Carolina law your counsel is not allowed to talk directly to AGCO without counsel?
A. You're asking me if I know the law that my counsel is not allowed to talk to Jacob Willis?
Q. Yes.
A. I did not know that, but that doesn't mean that he could not -- well, he could have reached out to you, then. Did he reach out to you? Was there any effort? Was there any effort shown on him, you, AGCO, anybody? Was there any effort there, then?
Q. Well, you just testified that Jacob Willis called and told you that the tractor was ready to be picked up. What more effort do you want?
A. More effort do I want?

Q. What more effort could AGCO have done?

A. Reach out to my counsel because we already -- I mean, you know, we're already in this situation here. I'm already a lot of money into this. So I would have expected you guys to -- someone to reach out -- figure it out and advise me, you know. This is so complicated and you guys not -- I don't know.

AGCO, obviously you guys are hired by them. You guys made it so complicated and it should have been so simple. But the more it goes in, the more complicated it gets. Maybe that's what they wanted to do. I don't know, but it's so simple. Someone would reach out to my lawyer, it would probably solve the issue back then even though we're already into it -- a lot into it, a lot of money, and a lot of paperwork. But nobody did.

So the fact is still the same. Nobody reached out to him other than he just called me and that was it. Quite frankly, very unprofessional because he knew already this was already with you guys. Did he reach out to you guys and tell you that he reached out to me? Does he reach out to his lawyer? Are you guys his lawyers?

Q. So you can't ask -- you can't ask

questions.

A. Well, forgive my ignorance, then. I'm just saying. I mean...

Q. I'm just telling you to make it a little easier.

A. Okay. Well...

Q. You mentioned a lot of money that you've paid. Other than the $399 towing and the $200 for towing, what else have you paid for this tractor?

A. Is that a serious question?

Q. Well, yeah. You said you paid a lot of money. Are you talking about your attorney's fees? Is that what you're talking about? Are you talking about --

A. Nobody gave you the tractor. I bought the tractor. So did I not?

Q. Okay. So then the $51,000 that you paid for the tractor?

A. The bush hog. The tractor and bush hog.

Q. You're still using the bush hog, though, right?

A. I had to fix it pretty much. I had to change parts. I mean --

Q. How much does that cost?

A. At least -- if I was to put a number,

we're looking at, at least, maybe, I don't know, $2,400 plus my time to fix it. You're talking about hoses, gear, a cylinder because the tractor is a specific fit to one tractor. So you have to change things. Otherwise, you break it or it won't work. And, quite frankly, I mean, I shouldn't have done that.

Q. And you do realize you're seeking damages from AGCO for your attorney's fees, right?

A. I think it's more than fair. Why would I pay -- why would I spend money to be in a problem? I mean, that makes no sense. This is your counsel -- your -- whatever you call it, problem. Not mine.

Q. Well, as of October 2021, you just testified that AGCO told you that the tractor was ready to be picked up. You did not want the tractor, correct?

A. I told him -- I did not say that I did not want my tractor. I told him he needed to talk to my counsel. I never told him I don't want the tractor.

Q. After October of 2021, have you made any efforts since then to go and pick up your tractor?

A. No. I'm already -- I had to be advised by him on what to do as far as the tractor.

Q. Is all you are looking for now money

damages?

A. I'm looking for you guys to make it right -- for them to make it right. I'm not sure that would be a question for me. I guess that would be a question for my counsel or at least I think. I don't know.

Q. I'm asking you specifically what would make it -- how can AGCO make it right, in your opinion, at this stage?

A. Do you know -- maybe this is way out of line, but do you know that it almost cost my marriage, this tractor? Do you guys -- to give you an idea how much stress this put me through, that it almost cost my marriage, this tractor. Are you married? You probably would understand me. You guys are married. You understand.

Q. I am going to show you a new exhibit.

(DEF. EXHIBIT 9, Plaintiff's Answers to Defendant Nance Tractor & Implement, Inc.'s First Set of Interrogatories, was marked for identification.)

BY MR. CARROLL:

Q. This is your answers to Defendant Nance Tractor & Implement, Inc.'s first set of interrogatories. Have you ever seen this document

before?

A. I'm sure.

Q. I want you to go to page 7. Do you understand those dollar amounts on page 7 of what those dollar amounts are?

A. Yeah.

Q. What are they?

A. So originally we were trying to figure out what would it be, you know, tractor cost, everything that I purchased the tractor. And, you know, we ordered thousands of trees to be planted and this tractor failed me to do that -- to keep up with those things. So that was part of that as well. So that's why that is in there. My projection of planting, the trees not surviving and dying, production, whatever.

Q. But you are not seeking those amounts from AGCO, correct?

A. The longer this keeps going, that may change. I don't know. That's an honest answer. I mean, this just keeps going on and on and on. It's beyond me. I don't understand it.

Q. Are you aware that you have agreed not to seek lost profits from AGCO Corporation in this case?

A. I think so. I mean, I think so.

Q. Okay. And that agreement was reached

because we agreed not to ask for the tax returns of your two entities, Capital Stone and the other?

A. Yeah, I agree. I mean, I guess.

Q. So then with that, your damages are the price of the tractor that you're claiming and then the towing fee, right?

A. Yes.

Q. And then you said $2,400 to modify the bush hog, right?

A. I was just guessing. Yes. That's a fair guess.

Q. Okay. Now, you sent these to Nance and you said that Nance has since been dismissed from the case. What about AGCO Finance? Have they settled out as well?

A. AGCO?

Q. AGCO Finance?

A. I'm not sure. I'm not sure. I don't remember.

Q. So the lender, you don't remember if you settled out with them?

A. I know -- I don't remember. I really don't remember. Maybe. I can't remember.

Q. Okay. But you are aware that the only person you're suing now is AGCO?

A. I believe so. I believe so. So I guess that answers the question.

Q. Okay. Let's go back to Exhibit No. 2. Page 11 of Exhibit 2.

A. Okay.

Q. Now, you have sued AGCO for stealing your tractor. Did you know that?

A. It's pretty obvious. Yeah.

Q. Okay. Even though -- so you told AGCO that they could come pick it up, right?

A. At some point you have to wonder what classifies as stealing and what classifies -- I mean, you know, again, I hate to tell you, that's common sense. I mean, even if I tell you you can take my laptop, if I don't bring it back at a specific time, you have to start wondering what happened to my laptop.

Q. And then in that scenario, you would ask somebody where the laptop is?

A. It depends. I mean, we're talking about a tractor. We're talking about a problem.

Q. We're talking about stealing.

A. Exactly.

Q. That's what I'm asking about.

A. I think that they stole my tractor by

refusing to tell me where my tractor is, by refusing to tell me any information, and by given the length of time that they have taken it without any -- any communication, that classifies to me as stealing. We're talking about a lot of money.

Q. Okay. So you initially -- and this is paragraph 96 on page 11. You authorized AGCO to pick up the tractor to perform repairs on April 22, 2021. That is a correct statement?

A. I did not authorize. The very last time the tractor went, I gave him a choice. I didn't tell him to come pick up my tractor, you fix it, and bring it back. Let's be clear on that. That was never agreement on that. I told him the -- what the options were then because I had enough of this tractor.

Q. So you didn't want him to repair the tractor anymore?

A. The tractor had to be fixed. I don't know what they wanted to do with it, but, I mean, it's still my tractor. But they had to fix it. But I didn't -- I was so frustrated with my tractor going back and forth to the same place. I have no faith and I told him that. I have no faith in these people to fix my tractor. He didn't tell me where my

tractor was going. That alone right there is stealing.

Q. Okay. So then this statement is incorrect: You did not authorize AGCO to pick up the tractor to perform repairs on April 22. That's your testimony today?

A. Yeah. I don't -- I don't remember telling them -- I don't recall telling them, "Okay. Come get my tractor and fix it." That was their -- their choice. Their -- whatever they wanted to do. The options that I gave them was give me my money for my tractor or replace a tractor for a new tractor. Very clear. I had enough of this. For years I deal with this.

I gave them plenty of choices to fix my tractor. How many more chances did they need to fix my tractor? It's going on back and forth, back and forth. I can't afford these guys to take my tractor and fix it and then -- quite frankly, I think that they were just playing me so the warranty -- pass the warranty so they could just wash their hands. And that was one of the reasons I asked for an extended warranty there, which I had to fight them too.

Q. So then AGCO took the tractor and they called you in October -- well, they called you in

October of 2021 and told you it was ready to be picked up. That's correct? That's what you testified to just a second ago, right?

A. He called me and told me that tractor was ready and I told him he needed to talk to my counsel.

Q. If someone has stolen something and they offer for you to come pick it up, are they still responsible for stealing?

A. The stealing already has taken place. Now he's just trying to -- I don't know what he is trying -- what they were trying to do. As far as I'm concerned, they already stole it. I feel like -- and, quite frankly, when he reached out to me, that tractor was still not fixed. When he called me and told me that, I don't think the tractor was fixed.

Q. When do you think it was fixed?

A. I'm not sure, but I don't think it was fixed. I believe that it was not fixed.

Q. Okay. Do you want the tractor back?

A. I don't want the tractor back. Why would I want that tractor that is -- God knows what it is, where it's been, who put hands on. It's been gone two, three years now. Why would I want that tractor -- that specific tractor?

Q. So is that no, you do not want the tractor

back?

A. No. I don't want the tractor.

Q. Okay. Did you ask Jacob Willis in October of 2021 what the condition of the tractor was after he said it was repaired?

A. No.

Q. To the best of your knowledge, it is just sitting at a dealership repaired and waiting for you to pick it up?

A. I don't know. I guess.

Q. Do you have any reason to doubt that it is sitting in Westminster, South Carolina at Powell's?

A. I have no confidence in anybody from AGCO, period. I have zero confidence them telling me the truth. I have zero confidence them telling me anything that is good. So I don't know if that answers your question.

Q. No. So my question was: Do you have any reason to doubt that the tractor is sitting at Powell's Equipment in Westminster, South Carolina right now?

A. I guess I don't know.

Q. And you haven't gone to inspect the equipment?

A. No.

Q. You haven't asked where it is, right?

A. No.

Q. Okay. Going to page 13 now of Exhibit 2, you have asserted a claim against AGCO for civil conspiracy. Can you tell me what exactly AGCO did or conspired to do against you?

A. So I think that, for once, I thought I was buying a tractor that was assembled here in America. So that alone right there is a concern and it just sucks.

Q. But nobody at AGCO ever told you that it was made in America, right?

A. Well, it's got a big plate on the truck that says, "Made in Georgia." So that's a little sneaky right there. So if it's not made in Georgia, why would you put a plate that says it's made here in the United States?

Q. Does the plate actually say AGCO Corporation, Duluth, Georgia?

A. In conclusion, I think that the tractor -- I was believed that the tractor was made here. I don't know what that tells you, but I was believed that the tractor was made -- assembled here in the United States.

Q. But nobody at AGCO told you that before

you purchased the tractor?

A. At some point it's got -- I'm sure it's got -- it's their product. It goes back to them. It's their product.

Q. These are the claims that --

A. At least that's what I know.

Q. Okay. And I'm just trying to figure out the claims that you are asserting against AGCO, the one that we're specifically talking about is civil conspiracy. So --

A. Can you explain what is that?

Q. I'm asking you what did AGCO do, along with others, that damaged you? Do you think AGCO has specific intent or ill will to you specifically?

A. I think that they are doing this not just to me. I think they know what they're doing. I think that they're doing to every single customer that buy their products. They just haven't been caught, maybe. That's the truth. That's what I feel now.

Q. And you would agree that what AGCO did to you was they have paid for Nance to repair the tractor five times, right?

A. What?

Q. You would agree that AGCO paid Nance for

those warranty repairs? That's who would have paid?

A. I guess.

Q. And they paid for a loaner when they didn't have to?

A. I'm not sure of that, who paid for what.

Q. Okay. And then David, an AGCO employee, came out, a mechanical engineer, to inspect your tractor?

A. Which is a concern. Why would you send an engineer, someone with a degree, to inspect a tractor that it should not have problems? That alone is a worry. It worries me.

Q. Well, I'm trying to reconcile -- my question is going to you're saying that AGCO has done something wrong to you and everybody in South Carolina, right?

A. I think that they're doing this and they probably thought they could get away with it, especially with me. And I don't know what they're trying to do now is beyond me.

Q. And what they did, they repaired your tractor, correct?

A. Let me tell you what they done.

Q. I'm asking --

A. I know they fixed the tractor. I know

they fixed it. If you answer -- if the answer you're looking for is they fixed my tractor numerous times, I get it. They did fix the tractor. But you forget that the tractor, it is a one tractor -- lifetime tractor. You're not supposed to be fixing a machine with that little hours so fast, so soon. You shouldn't be doing that much work. You shouldn't be sending an engineer to my property to inspect a brand new tractor with less than 300 hours. I mean, that tells you that there's something funny there.

And the more I look into it now, now I realize that the tractor is not made in the United States. It was assembled somewhere else. Okay? I lose -- I lose complete confidence. I will never buy a tractor from Massey Ferguson. Okay? It cost me almost my marriage. It cost me a lot of money. What else -- what else do you -- I mean, what else do you want me to tell you?

They pretty much stole my tractor by taking it, not telling me where they're taking it, not even complying -- if they would have called me and told me, "Look, we don't want this to go further. Here is where the tractor is. Let's just figure out a solution." They didn't. They keep on. They were actually happy to throw more lawyers at me. That's

verbatim what he said. Thousands of lawyers, he says. He tried to intimidate me. He threatened me. So what else? I don't know what else to tell you.

Q. Okay. Let's go to page 16 of Exhibit 2, page 137 -- sorry, paragraph 137. You say, "AGCO conceals that its iconic Massey Ferguson tractors are manufactured in China." My question is: When did AGCO conceal that fact to you? Was it before the purchase?

A. I think that -- no. They never told me any of that. If they would have told me that tractor was from China, I would have never touched it. I'm not saying anything. I'm just -- I have no confidence on the machinery.

Q. But you didn't ask anybody if it was manufactured in China before you bought it?

A. I don't think there's a lot of things here in the United States that are made specifically from China like that. So I would have definitely -- I think that they would have -- I think they had an obligation to tell me that the tractor was made specifically from China because this is a tractor. But, again, the plate -- no where -- they never told me the tractor was from China.

Q. And you never asked?

A. I shouldn't have to ask. I mean, it's something that I feel like they should have at least informed me and gave me that choice.

MR. CARROLL: Why don't we take a break for lunch?

(Off the record.)

BY MR. CARROLL:

Q. Mr. Aguilar, we're back on the record after lunch. Did you talk about the deposition with anyone over your break?

A. No, sir. No.

Q. Other than your attorney, who did you talk to in preparing for this deposition?

A. Nobody.

Q. Did you talk your wife about this deposition?

A. Yeah. That I was coming here.

Q. Okay. But other than that?

A. No.

Q. I'm going to show you what I'm going to mark as Exhibit 10.

(DEF. EXHIBIT 10, Collection of Documents, Bates stamped 001-00149, was marked for identification.)

BY MR. CARROLL:

Q. This is the set of documents that your counsel produced to us. If you notice on the top right-hand side, there is a three-digit number, 001.

A. Yes.

Q. We refer to that as a Bates number. And throughout the next few minutes, I may ask you that specific page number. So that's what I'm referring to when I say the Bates number, is that three-digit number at the top in bold. Does that make sense?

A. I think so. Yes.

Q. So looking at page 1 and 2, what is this series of e-mails about? Sorry. And 3.

A. So I believe this is Jackie. I call her Jackie. She is for the Clemson Extension for agriculture. So that was one of the things that I wanted to -- I wanted to reach out to them because I wanted to test my soil and to really get accurate as to what I needed for my soil to be right for trees. That's what that e-mail is for.

Q. Okay. For your tree farm?

A. Correct.

Q. Page 4 is just an invoice for the purchase of the equipment, right, from Nance?

A. Yeah.

Q. Did they give you copies of this invoice

when you purchased the tractor?

A. I don't recall, but I'm sure. I'm sure they would have, I would assume. Yes.

Q. Now, if you go to page 8, at the top it says, "Dual Interest Property Installment Sales Certificate." Is this just property insurance for the tractor? Is that what this certificate describes?

A. I guess, yes.

Q. Now, AGCO Finance is no longer in the case, correct? You settled with AGCO Finance, right?

A. I believe so. I'm not sure.

Q. You don't recall AGCO Finance paying $10,000 to get out of this case?

A. Maybe so. I guess. This thing has been going on for years. I mean, if they did, they did. So I guess. I don't know. I'm assuming they did.

Q. Let's flip through to page 17. It's the retail installment contract and security agreement. Is this the same document that we looked at in Exhibit 2, which was the first amended complaint -- I'm sorry, fourth amended complaint?

A. I guess it is.

Q. Then let's go to page 22. This is a letter dated June 4, 2019 from AGCO Finance to you

and handwritten on the bottom is "paid in full." Did you write that note or whose handwriting is that?

A. That would probably be my wife.

Q. The next page is -- which is page 23 on the top right-hand side. Do you see that? There's a handwritten note, "Three hundred thirty-three point seven hours on the tractor April 2021."

A. Yes.

Q. Whose handwriting is that?

A. I would think that's my wife's writing.

Q. But you would agree that as of April 2021, there were 300 hours on the tractor?

A. Yes. Yeah. But I don't know if these days are within what -- she wouldn't know about the tractor and the specifics. She would probably just write the hours based on the time she wrote it. I'm not sure what to make of that. That would be a question for her.

Q. No questions about page 24. Is page 25 also your wife's handwriting, the "Paid $399"?

A. Yes.

Q. Now, at the top of this invoice, this is -- this was sold to you personally, right?

A. Yes.

Q. Let's go to page 27 and this appears to be

a copy of a check of 2169 for $399. Is this for the towing charges?

A. No. I believe that's for the previous invoice we just looked at. It says $399 there. So it's probably for that.

Q. So I have to ask your wife what this $399 invoice is for, I guess. But you recall paying $399, specifically, to have the tractor towed, right, to Nance?

A. We definitely paid for taking it somewhere.

Q. Even though this was your personal truck, you had Capital Stone and Landscape, LLC pay for the towing?

A. That's correct.

Q. Now, can you go to page 29, please?

A. Yes.

Q. And this is an invoice for $106.80. Did you all pay this amount?

A. I don't remember.

Q. The next page, page 30. This is an invoice for $6,997.80. Did you all pay this invoice?

A. No.

Q. Who paid?

A. I don't think we did.

Q. The note on the bottom of this invoice says paid cash $200 tow fee. Is that you or your wife?

A. My wife probably done that.

Q. Just making sure. Page 31 is an e-mail from your wife. Thirty-two is a work order we already talked about. Now, 33 is an e-mail that you wrote to AGCO -- I'm sorry, to Nance Tractor, right?

A. That would probably be an e-mail that my wife sent or something like that.

Q. So at the bottom -- this is page 33. At the bottom is written your name, Eswin Aguilar?

A. Right. And she does that sometimes because it's coming from me, I mean, in a way.

Q. Okay. And then page 34, can you show me -- well, can you take this pen and mark on that picture where the sticker is that says you're responsible for maintenance?

A. For?

Q. Repairs, maintenance. You mentioned -- you testified earlier that there was a sticker you said when you lift up --

A. Yeah. That's not for maintenance. That's responsible for anything, like if you have to take the tractor to the shop.

Q. Can you show me where that sticker is, whatever it says?

A. I can try my best, but it's -- see that arm right here?

Q. Yes.

A. It's right behind this thing in there, like right behind that. So you can only see it when...

Q. It's lifted?

A. Yeah. And in order for you to see it, then you have to go under the tractor and lift it so you can actually see it or at least that's what mine was. That's where they put mine. I don't know if that was a coincidence.

Q. Then page 35 is another picture, I guess, of the -- do you recall what this picture was trying to convey?

A. That was just -- it's hard to say in this picture, but one of the things in there was just messy.

Q. Thirty-six, can you tell what this picture is?

A. That is glass that has been broken that they didn't even bother to clean up.

Q. What is 37?

A. You can see the caulking in there. Can you imagine having the caulking on your windshield in your car like that?

Q. Thirty-eight?

A. Same. This is glass inside the cabin. Broken glass.

Q. Page 39?

A. So this is engine -- the engine of the tractor where it shows glass all over the bells and engine compartment, which is broken glass in there.

Q. Okay. What about page 40?

A. So I guess what they were trying to show here was the grease. You can probably see a little in here. That may sound a little picky, but, again, this tractor is not an ordinary tractor. It is a cab with AC in it. It's supposed to be nice and clean. They have grease hands all over things in there. So I guess that's what the picture show.

Q. This was all when Nance returned the tractor?

A. Yeah.

Q. And, at this point, AGCO Corporation was not involved, right?

A. AGCO Corporation has been involved from the beginning.

Q. Because they manufactured the tractor?

A. Because that's who I have talked to them from the beginning. They're the ones -- all I can tell you is they've been involved from the beginning.

Q. What is 41?

A. I would think that that's the same there showing you how messy the tractor was returned and obviously that's a black and white picture there. So you don't get to see that in color.

Q. Page 42?

A. Page 42, you see hydraulic hoses just pretty much hanging in there. They are supposed to be sitting in specific brackets of metal that hold them in place because they're high pressure hoses. They're all zigzagging. They're not in order and you can see zip ties in there hanging in there.

Q. Whose hand is that on the left-hand side?

A. That's my hand.

Q. What is page 43?

A. That is glass debris somewhere in the engine and you can see where there's oil filters in there and some damage and some kind of hose.

Q. Okay. What about page 44?

A. That would be a clearer picture of page 43 in addition to that.

Q. Is that fitting for the tube corroded?
A. It just looks like it's somehow damaged. How, I don't know. But it's also glass everywhere in the bottom of there.
Q. This was from the broken windshield, right, the glass?
A. Yeah.
Q. How did that windshield break?
A. That would be a question for them.
Q. Them?
A. Whoever worked on my tractor.
Q. So Nance?
A. Whoever is fixing my tractor. I cannot answer that question. I don't know.
Q. Okay. Forty-five, what am I looking at here?
A. Again, that's a black and white picture. So I'm not sure what I'm looking at here. Maybe -- maybe some bolts -- one of those bolts not being tight. That may be the reason why I took that picture there. These are big bolts. I mean, that shouldn't be loose.
Q. Were these pictures originally taken in color?
A. I'm sure.

Q. Do you still have them?
A. I'm pretty sure we have them somewhere.
Q. This is how these pictures were produced to us. So that's why I'm asking. What is page 46?
A. Forty-six shows that main hoses for the loader that lift things up and down not sitting properly. So when the machine -- when you lower up and down, it creates a tight pressure on the hose, almost like trying to keep the pipe in there. That was not set properly. That was the reason why I took the picture there.
Q. Forty-seven?
A. Forty-seven is a door hinge. Am I saying that right, hinge?
Q. Uh-huh.
A. You can clearly see that thing was not put all the way in and then the other one was missing.
Q. The pin was not put all the way in?
A. That's a lock-in pin for that door -- the hinge to work. Clearly you see they didn't put it all the way in and the next picture shows more clear on that, but it was missing them.
Q. Page 49?
A. You can clearly see the space between the fender there that it was not put back together with,

you know, a bolt in it.

Q. Page 50?

A. Page 50, you can see a light plug pretty much just hanging in there. It was not plugged.

Q. I'm sorry. A plug?

A. Light plug that was never connected.

Q. Okay. Page 51, an e-mail string from you. I want you to go to the middle of the page. It starts with on Thursday, October 1, 2020, 10:02 p.m., Eswin Aguilar wrote. Do you see that on your page?

A. Yeah.

Q. Can you read the next sentence?

A. It says, "Not sure why." Is that...

Q. Yes.

A. It says, "I'm not sure why AGCO has anything to do with this." Is that what you want me to read?

Q. Yes, that e-mail. Can you read it?

A. It says, "Not sure why AGCO has anything to do with this. These issues are workmanship problems with the mechanic or whoever is working on the tractor. Call me as soon as you can. Also would like the name of the representative you are speaking with and the number. This is not warranty issues." I guess I'm -- I guess you just try to say what's in

your mind in the moment because I'm responding to, perhaps, what he might say. But I don't know how they're doing their business there.

Q. Who is "they"? Who are "they" doing the business?

A. The tractor -- AGCO and the people that sold me the tractor.

Q. Nance?

A. Yeah.

Q. Well, on October 1, 2020 when these issues were happening, you wondered why AGCO had anything to do with this?

A. Because AGCO is a weird -- I mean, it's like -- I never heard AGCO in tractor business, but apparently they are involved here. Now they are somehow. I never heard AGCO, like, John Deere. John Deere is John Deere tractors. Now we have here, apparently -- I didn't know at that point that AGCO was tractor.

Q. So --

A. That's why -- because, I mean, he pretty much -- the people didn't want to deal with me. The dealership did not want to deal with me. They pretty much just said talk to these people. That was the response based on that.

Q. And you say on October 1, 2020 this is not a warranty issue?

A. But you don't know what I was referring to.

Q. Well, yes. I'm asking you what is not a warranty issue?

A. I don't remember what we were talking about then. I don't know if it was the tire originally. I don't know if it was something minor. I just don't remember. If I was to guess -- I don't like to guess. But if I was to guess, this was the tire to begin with and that's how we started. I don't know.

Q. So October 1st of 2020, you knew that there was a warranty because you said this is not a warranty issue?

A. Because they probably -- I don't remember when this happened.

Q. October 1st of 2020.

A. Well, automatically you know things have a warranty. I mean, you don't buy something new and don't have a warranty on it. So automatically you know there's a warranty. So I'm just assuming that there was a warranty issue, but I'm not sure what I was referring to this right here. I could only

assume that this was probably the tire. So at that point I'm thinking you shouldn't have that problem, so this shouldn't be a warranty issue. If this was so significant, why should you have to go to warranty issue.

Q. And then you also just said October 1, 2020, who is AGCO, right? That's what you said. You didn't know AGCO, but you said you talked to Jacob Willis at the beginning?

A. Yeah. Because from the beginning -- from the beginning, they pretty much told me that I needed to talk to Jacob Willis. And I was always curious why -- why was I talking to Jacob Willis when I bought the truck from Nance. They pretty much was, "Hey, talk to that guy." So then AGCO become my guy to call when my tractor problems were coming up and that's all I can tell you.

Q. Well, that doesn't align with what the e-mail that we just looked at on page 33 where you don't e-mail AGCO. You e-mail michael@nancetractor.com, right?

A. Page 33?

Q. Yes. Which is just the day before. So we're September 29, 2020, you e-mail Nance?

A. I cannot tell you dates.

Q. Well, you don't have to tell me the date. I'm asking you who you e-mailed?

A. You're asking me who I e-mailed?

Q. Yes. Michael at Nance Tractor; is that right?

A. If that's what it says in there, I guess that's what we did. I don't know exactly what I was referring to at that time. I'm not sure. I mean, this has been going on for years and it's so much problems that I don't even know which one is which and what is what.

Q. Okay. Let's go back to that too. So you, before lunch, said that in April of 2021, AGCO stole your tractor, right?

A. That's my conclusion. Yes.

Q. Okay. And then you hired an attorney two weeks later who sent a letter, May 11, 2021. Remember that from this morning?

A. Yeah.

Q. And then you sued AGCO on June 6, 2021. So a month afterwards?

A. Uh-huh.

Q. In your lawsuit you did not accuse AGCO of stealing or conversion at that point of your tractor. Why not?

A. Because I always try to have people do the right thing, I guess. I was hoping they would still come back -- look, I mean, the reality is, whether I did or not, the truth is clear. They took my tractor. They didn't tell me where they were taking it.

Q. You didn't --

A. It stayed --

Q. -- ask them?

A. -- a long time. Yeah. But we're dealing with something specific. It's a tractor. It's not something else, I mean. And then dealing with all these problems, I mean, you have to, at some point, hey, what is this? I gave him options. He didn't comply with it. He come get my tractor. He didn't tell me when he was coming to get it. So pretty much stole my tractor.

Q. And then when he told you that it was available to come pick it up, you didn't go get it?

A. Again, that was months into this situation already and I had -- I had already seeked counsel. So I asked him to reach out to him and figure it out. So I don't know the procedure for that, but I was expecting him to reach out or do something.

Q. And he did reach out. He told you that it

was repaired and ready to be picked up, correct?

A. Is that your conclusion?

Q. No. I'm asking you is that a correct statement, he did reach out? He called you and told you that it was repaired and ready to be picked up?

A. I don't remember exactly what he said, but I do remember him calling me and I told him to talk to my lawyer.

Q. Okay. So then let's go to page 52 of Exhibit 10. Is this a summary of the issues that we looked at in the pictures on pages 34 through 49?

A. I mean, I would say most of it. Probably. Yeah.

Q. Did you end up cleaning the tractor?

A. You're asking me if I cleaned the transmission?

Q. No. So the red clay, for example, did you clean that out or did somebody else clean it?

A. Nobody cleaned it out that I know. Since that problem happened, it went back to back to back problems.

Q. Okay. And then October 6th, which is -- I'm sorry. Page 53. Now, again, October 6th, you e-mail Michael at Nance Tractor. You don't e-mail AGCO, right? You're not e-mailing Jacob Willis.

This is an e-mail just to Nance Tractor, right?

A. Okay.

Q. Why didn't you e-mail AGCO?

A. I'm not sure. I'm not sure why. But, I mean...

Q. So the reason I'm asking is because you said it's been AGCO the whole time, but it hasn't been AGCO the whole time because you were dealing with Nance, right?

A. I deal with Nance because they sold me the tractor, but who is Nance for? Who are they with? Who are they dealing with? Are they with John Deere? No. They're with AGCO. So AGCO is them. Somehow they are together.

Q. Doesn't Nance also sell bush hog equipment?

A. I don't know what they sell.

Q. Well, you bought a bush hog from them. So do they sell bush hog equipment?

A. I guess.

Q. Do they sell Kuhn implements?

A. That would be a question for you to ask them. I don't know.

Q. Maybe. If you go back to page 30 of Exhibit 10, top right-hand side. Is there a

trademark on the top right-hand side of page 30?

A. Okay.

Q. It says Kuhn?

A. Okay.

Q. So is Nance Tractor Kuhn too?

A. I don't know how they operate their business. I'm not in the business of figuring out who is who.

Q. Is Capital Stone the same as Eswin Aguilar?

A. Yes.

Q. Do you file one tax return for both?

A. Yes. But when it comes to problems, I mean, if Capital Stone messes up, that's my name. So at the end of the day -- I mean, you can play this around. At the end of the day, it's AGCO. This is an AGCO product. If there's a problem, they just -- I'm not sure. Really I'm not sure what to answer. I'm not sure what you're asking. I mean, at the end of the day, if you're not responsible, why are you even involving yourself, then? Why are you even offer all these things? Why even -- I don't get it. I don't understand. What is your question?

Q. Well, you've sued AGCO Corporation?

A. Right.

Q. Nance Tractor has paid to get out of this case?

A. That's their own doing.

Q. Okay. How much did they pay to get out of the case?

MR. STUDEMEYER: Objection.

MR. CARROLL: What is the objection?

MR. STUDEMEYER: I'm objecting because we've already objected to this in discovery. You're not entitled to that information until it's time for an offset and there is no offset to apply right now.

MR. CARROLL: So the basis is --

MR. STUDEMEYER: We've already --

MR. CARROLL: -- attorney privilege?

MR. STUDEMEYER: -- cited the case -- we've already cited the case law, if you want to go there.

MR. CARROLL: Well, yes, I would like to. So the basis of the objection -- what is the basis of the objection? Because you've got four bases under the rules. You have privilege. Attorney-client privilege, work product protection, trade secret protection, and privileges based on the United States Constitution. Which privilege are you

objecting based on?

MR. STUDEMEYER: I'm saying that you're not entitled to that information at this point in litigation.

MR. CARROLL: And are you instructing him not to answer?

MR. STUDEMEYER: I am.

MR. CARROLL: Okay. So for the record, the question was: How much did Nance Tractor pay to settle out of the case? Did I state that correctly?

MR. STUDEMEYER: (Counsel nods head.)

MR. CARROLL: And you objected and that's it on the basis that we're not entitled to that information on discovery?

MR. STUDEMEYER: That is correct.

MR. CARROLL: Okay. Which is not a proper basis for objection under the rules, but we will continue.

BY MR. CARROLL:

Q. Page 53, Mr. Aguilar, you e-mailed Nance. "Four-wheel drive on my tractor is not working." Did you all -- did Nance come and pick up the tractor after you sent this e-mail?

A. I don't know who has been sending people

to pick up the tractor. I don't know who calls, "Hey, go pick up the tractor." So I can't tell you who picked up the tractor, but I will talk to -- the people that I always talked to was either someone from Nance or Jacob Willis. How they did it, I don't know.

Q. Page 54, the next page. You e-mail the next day and you also e-mail michael@nancetractor.com, correct?

A. Okay.

Q. Is that correct?

A. Yeah.

Q. And on page 55 is the top of that e-mail that Michael Nance says, "We'll pick it up Monday and put it straight in the shop when it gets back." Did I read that correctly?

A. That's what it says here.

Q. Is there any reason so far for the first 55 pages I have any reason to doubt the authenticity or validity of these documents?

A. I don't think I understand that question.

Q. You have not altered these documents in any way, right?

A. No. They may not be in the right order, the time, but I would never do that.

Q. Okay. Let's go to page 58. And is this you asking Michael at Nance Tractor if you need -- that you need to get a loaner if your tractor is gone? Is that what you're asking in this e-mail?

A. Yes.

Q. And did Nance give you a loaner?

A. I don't remember if this was the time where they provide me the loaner. I don't remember if this was that time.

Q. Now, page 60 is an invoice from Liner Source, Inc. --

A. Yes.

Q. -- to Emerald Hills Farm, LLC?

A. Yes.

Q. Are you expecting -- or are you seeking payment for these trees from AGCO?

A. I don't know. I'm not sure. They caused me a lot of loss. A lot. A lot of frustration. So I will have to -- I'm not sure what to answer to that.

Q. This order was the first time you were going to go into the tree business, right? That's what you testified to earlier?

A. Could be. Could be the first order.

Q. Aside from asking Clemson about your soil,

did you talk to anyone else about how to enter into the tree growing business?

A. No. I'm a self made, whatever you call it, person. I like to figure things out and I have knowledge. I remember planting. I know how to grow things and I, you know -- so...

Q. Why didn't you install irrigation when you first planted these trees?

A. Well, it depends on what you're trying to do. You can't put in irrigation and then put a tree because you damage your irrigation. So you've got to plant the tree first and then you put in irrigation.

Q. Was your plan to always put in irrigation for the trees?

A. Yes.

Q. Go to page 62. Now, let's go to the middle of the page. February -- sorry. Friday, October 23, 2020, you e-mail Nance -- Michael Nance and say, "Talked to AGCO rep earlier today. He's getting with the regional service guy to see when he and someone from the dealership can meet you at your place to check it out." Was this when David from AGCO finally came?

A. Yes.

Q. Okay. At this point, October of 2020, you

have owned the tractor for 18 months, right?

A. Yes. But it has been more time in the shop than in my farm.

Q. Next let's go to page 69. Now, in your document production, this is the first e-mail we see from Mr. Willis. Did you have any prior e-mail communications with Jacob Willis?

A. I don't remember.

Q. Well, so your tire issue --

A. The e-mails?

Q. Yes.

A. I don't remember. Calls from the beginning.

Q. And Jacob Willis says, "He reviewed what had been done and we compared your tractor to other tractors. It is my understanding they are going to try to get it delivered to you this afternoon. I will provide to you in writing what was done. We are also going to provide an enhanced warranty to extend your coverage by one additional year. I will provide this in writing once we have purchased it next week. Please let me know if you have any questions."

Was the tractor returned to you later that day or the next day?

A. I believe so.

Q. Okay. And then from that point on, January, according to the timeline which is Exhibit 4 that your wife prepared, you did not have another issue until April 21st.

A. I don't remember that time.

Q. I'll just represent to you that's what the exhibit indicates. Now, going to page 71. Is this the work order for the work that Nance performed January 8, 2021?

A. If that's what it says there. Again, you know --

Q. And you did not pay for this work?

A. No.

Q. AGCO paid for that work?

A. Yes, I guess. Somebody paid for it. They must have.

Q. Now, let's go to page 72. This is an e-mail to Jacob from you and I want to focus on the last sentence of your e-mail where it says, "IF the tractor has any more issues, I will need it replaced with a new one." Was this the time where you gave Jacob two options?

A. No. I was just telling him that if the tractor comes -- no. This was before that. That was -- he give me no choice. I mean, this tractor

has been going back and forth several times. So, yes, I told him -- I said I need this tractor. This is when he ensured me the tractor will be overseen by me or someone from AGCO to make sure that it's put back together right.

Q. And then you had no issues for three months, according to the chart?

A. Again, I mean, if that's what it says, that's fine. But some of the time when the tractor come back, I couldn't get to the tractor, like, the next day and just work on it. It will probably sit there for, some cases, a month, you know. I remember one instance they brought my tractor back and all I did just covered my tractor, put it in the shed because the weather, and I didn't move the tractor for, like, a month to two months after that.

Q. So you stored the tractor in a shed when it was not in use?

A. A little shed.

Q. Okay. Other than the work performed by Nance, did anyone else work on the tractor?

A. You're asking me if I worked on the tractor?

Q. No. Anyone else?

A. No.

Q. Anybody else perform maintenance --
A. No.
Q. -- or anything like that?
A. No. Because the first time the tractor broke down, it was the maintenance -- they actually did the maintenance there.
Q. Did they charge you for that?
A. I think that was -- that was one of the only thing that he said, "I'm going to throw that in because it broke down." But that was just an oil change, I believe, or something. I can't remember what it was.
Q. Okay. Let's go to page 79. Is this where you gave Jacob the two options?
A. Perhaps.
Q. If not, was there another time that comes to mind?
A. All I can tell you -- I don't know the dates, but, I mean, it could be the last -- because I believe that she probably sent an e-mail to that after I had talked to him -- spoke with Jacob. Later I talked to my wife and she probably suggested to send that e-mail to him so it would be in writing. So I would assume, yes.
Q. Okay. And so you send -- you tell him,

"Jacob, I used the tractor for the first time this weekend to cut the grass." So do I read that e-mail to say from January 14th to April 21st, you did not use the tractor at all?

A. Again, sometimes the tractor would sit there for weeks or months after it's been replaced. I don't remember if this was that time.

Q. I'm just trying to read your e-mail and understand what you were saying, but is it -- you did not draft this e-mail?

A. My wife draft -- she must have wrote the e-mail based on the conversation we had.

Q. Okay. There's no real reason to say -- or to lie in this e-mail, right?

A. Oh, my gosh. No. Why?

Q. That's what I'm asking. So if you say, "I used the tractor for the first time this weekend to cut the grass" --

A. Right.

Q. -- then that is probably the first time you've used it in three months?

A. Uh-huh.

Q. Okay. And then you say again, "This is the first time using it since it was returned this winter after being fixed for the fifth time. I got

in the tractor this morning to water my tree farm." So, at this time, you had -- did you put the forks into the pallet for your water tank?

A. Right.

Q. "In the middle of watering my trees, the tractor stopped, locked up, would not go any further." Was this an issue with the four-wheel -- the automatic four-wheel drive, do you think? Just in your opinion.

A. All I can tell you is at that point, I probably give up. There was oil leaking everywhere. It was just another time the tractor breaking down.

Q. Okay. "I looked under the tractor. It looks like it was leaking a lot of oily substance."

A. Yeah. That was the last time. That was the final straw for me.

Q. And then you say, "I have done -- I have had nothing but problems with this tractor and I do not have faith in your products anymore," which is consistent with your prior testimony. "I am requesting a full refund of $57,101.76 and $10,000 for the bush hog." What is confusing to me is AGCO did not manufacturer the bush hog. So why does AGCO have to pay for the bush hog?

A. Because when I bought it, I bought it as a

package and I understood that. I guess that was my assumption. I don't know. What is the issue one or the other? I mean, I don't understand that. I don't think I understand your question.

Q. So my question is: AGCO is involved -- you testified that AGCO is involved because it manufactured the tractor.

A. Okay.

Q. If AGCO manufactured the bush hog, then it would be responsible for the bush hog too?

A. Okay.

Q. But if Bush Hog manufactured the bush hog --

A. Okay.

Q. -- then it would be Bush Hog's problem?

A. So, at minimum, you take the bush hog out and still leave with the tractor. I'm not saying that that's the case. I'm just saying in theory, that would be what we can conclude, I guess. I don't know.

Q. And you say a full refund would be $57,000, but you paid $51,000 for the tractor?

A. Right.

Q. So where is the extra $6,000?

A. What?

Q. Because you paid $51,000 for the tractor, but you're asking for $57,000.

A. You can see how -- I mean, honestly, it's beyond me why we're still here. You can see that we've been going on for years on this. At this time -- at this point in time, I'm asking these guys for $5,000 for my aggravation. That's just for a peace of mind for all the headache they cost me, but they're so greedy that they won't even do nothing. Here we are years after, hundreds of thousands of dollars possibly wasted. So I don't know why $5,000 has anything to do with that.

Q. Well, I'm just asking why you chose $57,000 as the refund price when it was $51,000 that you paid?

A. Maybe it's -- I don't know. I couldn't tell you how she come up with that number.

Q. Okay. Did Jacob respond to this e-mail?

A. I don't think he respond. I don't know. I couldn't -- I don't remember, but I told him verbatim on a phone call. We had a conversation. That's when my wife wrote that e-mail. I told him, "I'm done with this tractor. Your options are pay my tractor, give me a new one, or I'm seeking legal actions." So that was the time when I told him that.

And he told me, again, "We've got more lawyers than you." That was his response.

Q. Is it possible the reason that we are still here today because you filed a fourth amended complaint just three months ago?

A. I think we're here today because they refuse to do the right thing. That's why we're still here today.

Q. And the right thing in your mind is paying you $72,101.76?

A. I think it's too late for that at this point. I think we passed that point now. This was years ago.

Q. Okay. So you want more money than that?

A. I mean, what would you do? I just don't want these people to keep doing what they did to me. It's not fair to other customers. It's not right.

Q. So you sent this e-mail at 10:06 a.m. Are you saying that you talked to Jacob before that? Because your wife drafted this after your phone call.

A. I think I talked to Jacob before she sent this. Somehow it's related to this e-mail. I'm not sure -- I'm not exactly sure, but it's somehow related to that e-mail. So I guess -- I guess it is.

Q. But definitely you did not draft this.

Your wife did?

A. If she did, that's because I told her.

Q. Okay. Let's go to page 80. So this is the next day, April 22nd, 1:36 p.m. "Jacob, tried to call you. I am out of my tractor again and this is peak season for me. I need to get this resolved. I consider this an emergency on my part. And due to the past of how this was handled, I cannot afford to be without a tractor. I need a phone call today." Did Jacob respond to this e-mail?

A. What page are we in?

Q. Page 80.

A. Okay. Got you. What was the question?

Q. Did Jacob respond to this e-mail?

A. I don't remember.

Q. You don't remember if he called you?

A. I don't think he did. I would guess -- I don't think he did.

Q. So you previously testified that you and Jacob had a conversation where he offered the depreciated amount of the tractor. Was that around this time period? Did that conversation --

A. I don't know --

Q. -- happen?

A. -- dates. But the last conversation I had

with him, other than the phone call he gave me -- other than the phone call -- last phone call he gave me, the last conversation I had with him was, "I'm done with this tractor. I lost confidence in this tractor." I probably said this is garbage. "I need you to replace this tractor with another tractor or refund my money or I'm going to seek legal actions." That was the last serious conversation I had with him.

Other than that, he called me months after -- after we already have seeked legal action and told me your tractor is ready, which is funny because based on the phone call he gave me, some of the papers there shows that the tractor was not fixed. So I'm not sure what that was about.

Q. So during that last conversation where you said this is garbage, did he tell you that AGCO was coming to pick up the tractor?

A. I don't think so. Quite frankly, I don't know what was going to happen.

Q. Well --

A. The next thing I know, somebody buzzed me at my gate, told me they were there to pick up the tractor.

Q. Okay. So what I'm trying to do is get you

to reconcile these facts because you are the person who knows them the best. And at least in your complaint, you say that plaintiff authorized AGCO to pick up the tractor to perform repairs on April 22, 2021.

A. Yeah. But that's not that time, though. This is where it gets confusing. I don't know who did this. Him, somebody, you guys, somebody altered that date on e-mails.

Q. So the e-mail in your document production --

A. Not in my document.

Q. This is your document production.

A. Not in my document.

Q. Exhibit 10 is your document production. That's not a question. And it says that on Thursday, April 22, 2021, you sent an e-mail to Jacob about your tractor.

A. Right.

Q. And then in your complaint, which is a filed document that is also not altered, it says, "The plaintiff," which is you, "authorized AGCO to pick up the tractor to perform repairs on April 22, 2021."

A. Yeah. But that would not be the very last

time, I would think, because I would not allow them to keep working on the tractor because I'm done with that tractor.

Q. Okay. Well, you just testified that that was the very, very last time that you spoke to Jacob Willis before October 2021 when he told you the tractor was ready?

A. Right.

Q. So then you must have authorized AGCO to pick up the tractor to perform repairs?

A. I don't think -- I don't remember. I don't think I did. I don't -- I don't remember. I don't think I did. I believe I didn't. For the very final time -- last, last time, I don't know dates, I don't remember telling him take my tractor and fix it because I am done with this tractor. I was done with that tractor. I did not want the tractor to be fixed because all these problems. So the solution was to give me the money for the tractor or you give me a new tractor. There was no reason for me to tell him, "Well, you take it and you fix it."

Q. You didn't want the tractor to be fixed and you didn't want the tractor at all, right?

A. No. I didn't want my tractor at all. I wanted them to replace me the tractor. I didn't want

that tractor. I'm still there trying to give them the benefit of the doubt so they can replace the tractor.

Q. Now you've sued AGCO for stealing the tractor for conversion. So that's a little different now.

A. To you, maybe. But, in my world, it's not. You take my tractor. You don't tell me where it is. You stole it. If you take my tractor to get it fixed for a couple of weeks, it takes a month, at least give me a call at least I know where it is. I know where it is. I didn't even know where they took the tractor. I never knew where they took the tractor.

Q. And you didn't ask?

A. Sir?

Q. And you didn't ask?

A. Because I didn't know what their intentions was. I didn't know what they were trying to do. I thought he was going to give me a new tractor or he's going to call me and say, "Hey, we're going to give you a new tractor or we're going to go ahead and pay you money." That was my understanding. He took my tractor. I took legal actions. It's just simple. I'm not sure what the confusion is. He

stole my tractor.

Q. Let's go to page 83. What is this a picture of?

A. That is the plate that is in the tractor. It's telling you what the tractor is and, according to me, that's who made the contractor.

Q. So you knew by this plate that AGCO manufactured the tractor?

A. Right.

Q. But you just testified that you didn't know who AGCO was?

A. Now we know. I mean, I didn't know this information like -- you know, when I bought this tractor, I didn't bought this tractor to be in these problems. I didn't bought a tractor to be in a situation. I didn't bought stress. I bought a tractor to work, to do something, to make something with this tractor. If I knew that we were going to be in this issue, I would have investigated this to the T. If you buy something, will you go with that in mind that you have to check every single little thing? No, you don't. You buy with faith. You buy with what you think, what you know. But as I start having all these problems, then I started looking into it. I started searching and seeing it's not

what it's supposed to be.

Q. Are you familiar with the term "buyer's remorse"?

A. No.

Q. Let's go to the next page, which is 84, I think. It says, "AGCO Corporation, Duluth, Georgia USA." Is that what you interpreted to say made in USA?

A. If it says -- 100 percent, you know. If I look at my watch and it says Corsa (phonetic), I think the brand is Corsa. If it says made in Esomar (phonetic), then I say it's made there.

Q. Well, it doesn't say "made in" on this plate.

A. To my understanding, all my years, I mean, that plaque -- that sticker means a lot. It means made in Georgia, to my understanding. So when I see that and I read that in there, it tells me that the tractor not only -- this I came to know later on. It tells me that this tractor is a year older than what I was told it to be and then it's symbol made in Georgia, United States.

Q. Let's talk about that. So the model, you believed that the tractor was a 2019 Massey Ferguson; is that correct?

A. You said what?
Q. You said that the tractor was a year older than you thought it was.
A. No. I was buying a new tractor, but I ended up getting an older tractor than it was supposed to be.
Q. And what do you mean by that? You were buying a 2019 and you got a 2018; is that --
A. Kind of the thing. '20. You get a '19 year old -- I mean, older. I didn't know that.
Q. And are you saying that because the date of manufacturer is listed 20/18/09?
A. Correct.
Q. Okay. Have you ever bought a car before?
A. Yes.
Q. Have you ever bought a new automobile before -- brand new automobile?
A. Yes.
Q. So, for example, the 2025 Chevrolet Silverado will come out fairly soon, if it has not come out, right?
A. I guess.
Q. And we're in 2024?
A. Right.
Q. And you can get the new 2025 Chevy

Silverado and presumably it could be delivered to you in 2024?

A. I get it. I understand.

Q. So there's no misrepresentation there, right?

A. Tractors are different, though.

Q. How?

A. It's a machine. Not a car. It's equipment. It's different -- I would think it was different standards how you make a tractor. It's something that you use for work. So I think it would be more legitimately up to date, I would think. I don't know. I think it's a little funny, though. That's just what I make out of this.

Q. But nobody at AGCO ever told you that it was made after --

A. Huh-uh.

Q. -- 2019?

A. I was buying a brand new tractor that year. That's what I knew.

Q. How many hours did the tractor have on it when it was delivered to you?

A. I was excited. I was guessing it probably had a couple of hours. Maybe five or six hours and that's probably, you know, from moving around the

yard, probably.

Q. You were right the first time. It had two hours on it. Next page, 86. And what is this page?

A. So when we first did this, we were coming up with a projection of what would it take -- that's basically all the cost it took me to get my stuff for my trees ready. That's the only thing I can tell you.

Q. Now, you testified this morning that you have seen zero revenue from the trees, right?

A. Yeah. Because it's not -- do you know what a tree farm is?

Q. Yes.

A. So you plant trees and they grow. And when they are a specific height, you sell them. So that's basically what I was trying to do.

Q. And your trees have not grown?

A. No. I've got trees that are grown. They don't have to do with this. Some trees grow and some trees are already grown.

Q. And you haven't sold those yet?

A. No.

Q. Do you have any plans to sell them?

A. Of course.

Q. When?

A. I don't know. Maybe next year, maybe two years. I don't know.

Q. The first column, the cost of the trees/plants, did you buy these as seedlings?

A. Yes.

Q. How long does it take to grow, for example, Catawba Crepe Myrtle to the point where you can sell it?

A. You can sell them at any height. Obviously, you get less money. The bigger the tree, the more tree you get -- the more money you get for the tree.

Q. When did you intend to sell, for example, the Natchez Crepe Myrtles?

A. I mean, maybe two years after I planted.

Q. Okay. You planted these in October of 2022?

A. So '22, '23, '24. Around this time, I guess.

Q. Right. And you filed suit less than a year after you planted these trees, right?

A. Repeat that question.

Q. You filed this lawsuit less than a year after you planted these seedlings?

A. Less than a year?

Q. Yes.

A. That was planted -- I was planting those trees before we sued you guys, before we even got into this.

Q. Right. So you planted the trees in October of 2020. You filed suit in June of 2021.

A. Okay.

Q. So this that time period -- well, when did you put the irrigation in?

A. So that was part of the reason with the tractor behind. I needed it in time so I can use the tractor to water the trees. And so if I would have had a tractor that would do that for me, I would have, say, a couple of months, maybe a month or so. So I would have needed the tractor in order to do that because it takes time to run irrigation.

Q. So when did you install irrigation?

A. After I planted the trees, I would say maybe -- because of the issue with the tractor, I lost a lot of trees. If I was to guess -- I don't remember. If I was to guess, I don't know, six months after. Because the tractor was very crucial for us not only to water the trees, but to clean the trees. Keep it clean.

Q. So six months, give or take, after -- from

October would be February of 2021, that's when you put in irrigation?

A. No. I would say that's when I probably got everything completed that way I wanted it, if I got lucky, to the best of my recollection.

Q. Okay. Just so I'm clear, can you give me your best guess of when you remember installing irrigation on your trees?

A. I'm guessing six months after that.

Q. Okay. And six months after October of 2020 would be February of 2021?

A. I'm not good with dates.

Q. Okay. And between October of 2020 and February of 2021, you had a loaner tractor and then you had your own tractor?

A. Again, I don't know dates. I don't know times. So...

Q. Okay.

A. So the first time -- I mean, I didn't plant it just that time. We were, you know, trying to get more trees. He did -- the loaner did help me from the beginning, but that was gone. And then the second time, there was no show. So kind of messed me up.

Q. Did you have a -- what other implement

were you going to use to cultivate the ground before you planted the seedlings?

A. Cultivator, tiller, hiller.

Q. Did you have a tiller?

A. Yes.

Q. An attachment or a separate piece of --

A. Those things are called attachments.

Q. And you had all of those?

A. Yes.

Q. Now, you say here you manually installed 11,600 drip misters. Was that you who did that?

A. Yes.

Q. Once you have the drip misters, why do you need the water tank?

A. At that point, you still need the tractor to -- emergencies just because, you know, you may have a timer go bad. If you don't have it, then you need to get in the tractor, get it full of water, and just water the trees. So, I mean, the tractor is crucial. However you put it, the tractor was a guarantee that I could just get on my tractor and just do stuff with my trees.

Q. So we previously read that the warranty excludes liability for loss of crops, loss of profits or revenue, other commercial losses and

inconvenience?

A. So then why are we even talking about the trees, then?

Q. Why are you seeking damages for trees?

A. Okay.

Q. The next page -- sets of pages are phone bills, 90 through 149. My question is: Why didn't you -- well, why -- why did you produce these?

A. I don't know. I'm not sure why. I mean, look, this has been going on a long time. I don't know.

Q. Could you get your phone bills for April 20th through the 27th of 2021? Are those still available?

A. I don't know.

MR. CARROLL: Okay. Let's take a five-minute break.

(Off the record.)

(DEF. EXHIBIT 11, Collection of Documents, Bates stamped AGCO 00044-00082, was marked for identification.)

BY MR. CARROLL:

Q. Okay. Back on the record. Mr. Aguilar, I'm going to show you another set of documents now. So, Mr. Aguilar, this is AGCO's second document

production and they are Bates stamped on the bottom right-hand corner AGCO 44 through 82. Have you ever seen these documents before? To make it easier, these were given to your counsel. Aside from litigation, you probably would not have seen them, if that makes it easier.

A. I don't think I've ever seen this. I don't even know -- I'm not aware of any of this.

Q. Okay. So this first page is AGCO 44 on the bottom right-hand corner and this is an e-mail from Michael Craft to Missy at Powell Tractor. Have you ever talked to Missy at Powell Tractor?

A. No. I don't know who that person.

Q. Do you have any reason -- hold on.

(Off the record.)

BY MR. CARROLL:

Q. Back on the record. Mr. Aguilar, can you tell me about the transmission issues that you experienced on the tractor?

A. So the first time the transmission problem occurred, I was actually hanging lights in a tree and it just made a very loud sound and it just codes on the tractor -- every light on the tractor came on telling me it was danger, danger. So I stopped immediately.

Q. Okay. So it happened one time?
A. No. That was the first time.
Q. Okay. Do you remember when in the sequence of events you first had issues with the transmission?
A. I don't know the time/date that was other than the tire was the first problem. The tire was the original first problem. The tire was splitting up and we covered that, I think. But the transmission -- serious problem with the transmission, that was the first time.
Q. Okay.
A. And, you know, reading this e-mail right here, I couldn't imagine -- I would be in the loss completely if I would have taken this tractor back. If I would have allowed them to repair my tractor one more time, I would be at a complete loss. I'm already in a loss now. But here in this e-mail, which I never heard and never seen this e-mail right here, if you read the last paragraph there, it tells you.
Q. So what about the last paragraph tells you?
A. It tells you right there that -- I don't know where this come from, but it says there this

thing was -- this tractor was heading for a catastrophe failure.

Q. "Don't know if this came from past repairs not being done correctly or misalignment in the transmission itself, but was certainly headed for a catastrophic failure." And this was after AGCO picked up the tractor, right?

A. I'm assuming. I've never seen this. I'm assuming that this is from somewhere else where possibly my tractor is now. That's where this comes from.

Q. July 18, 2021 was after April 28, 2021. You would agree with that at least, right?

A. Again, I don't know dates. I was thinking this was coming from where the tractor is now or whoever has got my tractor or repaired my tractor.

Q. Okay. So the next page, if you look, is -- this is an AGCO internal document, warranty claim details. And you will note on the unit usage, which is on the first top part column, 335 hours, which I believe is consistent with your prior testimony that the tractor had 335 hours on it?

A. At the very end, yes.

Q. And the amount here, credit debit amount, is the amount that AGCO paid to have the tractor

repaired, $8,843.61. Now, this is -- sorry. Still on the first page under warranty claim details, there's a date that's listed as repair date of October 4, 2021. Do you see that?

A. Where?

Q. Under warranty claim details and then repair date. Do you see that?

A. I believe so.

Q. Is that date consistent with your testimony that Jacob Willis called you in October of 2021 to tell you that your tractor had been repaired?

A. I don't know. I don't think so. I don't remember.

Q. Okay. Let's go to the next two pages, AGCO 48 in the bottom right-hand corner. Now, this is a declaration from Amy Ganter, an inventory analyst of AGCO Corporation, stating that your tractor was manufactured by AGCO in China. Do you see that?

A. Yeah, I see that.

Q. And that is consistent with your understanding when you found out that the tractor was manufactured in China, right?

A. I did not know the tractor was made in China.

Q. Well, at some point you found out, though, right?

A. Right. After trying to search into it. Yes.

Q. How did you -- how did you learn that the tractor was manufactured in China?

A. Probably by searching, I would guess.

Q. I want to go to AGCO 51. Do you know of a man named Phillip Conner?

A. I don't remember. I don't think so. Phillip? Phillip Conner?

Q. This is an e-mail produced to your counsel from Phillip Conner to himself, October 11, 2019. It says, "I spoke with Mr. Eswin on October 6th in regards to the initial complaint about the Trelleborg tire that was damaged."

A. Who is this Phillip guy?

Q. He is an AGCO employee.

A. I honestly -- I do not remember. I'm pretty sure I didn't talk to anybody named Phillip.

Q. So you testified earlier that you talked to someone at AGCO about your tire, right?

A. Jacob Willis.

Q. And you are absolutely sure that it was Jacob you talked to --

A. One hundred percent.
Q. -- about your tire?
Do you dispute that it was a Trelleborg tire?
A. I don't remember. You're talking about the brand of the tire?
Q. Yeah, the manufacturer.
A. I can't remember who the manufacturer of the tire was.
Q. Well, so do you recall reading in the warranty that the rubber tires -- the original tire manufacturer was responsible for replacement?
A. I understand. I mean, I'm not trying to be hard to you guys, but I understand what you mean. But keep in mind, this is a new tractor.
Q. So Phillip then goes on to say in this e-mail, "Customer believes that the issue was from a defective tire." Phillip contacted Schneider Tire in Charlotte, who is a dealer for Trelleborg, and asked them to take a look at the damage and determine if it was a warrantable issue. Do you recall talking to or dealing with Schneider Tire in Charlotte?
A. Nobody looked. Nobody called. Nobody talked to anybody. The only person I talked to was Jacob Willis.

Q. Do you remember whether or note you picked up the tire?

A. I don't remember, but I'm pretty sure I picked it up from Nance.

Q. From Nance?

A. Yeah. That's my best recollection.

Q. And then he says, "Chris and Henry, it was determined that the tire was most likely cut from a three point implement and was not a defective tire." Is this what you were referring to they said that you caused the tire issue instead of --

A. Someone. This is -- this is really hard for me because, you know, it aggravates me and I hope I get a chance to -- to tell the jury this. You guys have done nothing but try to put this on me, make me look bad, put things on me. Beyond me -- what I don't understand is the last time we had evaluation, they told me that I had cut the tire. They had run ballistics on the tire. They accused me of cutting the tire.

Have you seen a tractor tire? I'm not trying to be funny to you. Have you seen how big those tires are? Can you imagine trying to cut the tire purposely? You can get a chainsaw, you probably will not cut the tire to the level of what this tire

was. It was -- in my experience, the tire was defective. It was splitting apart.

So I don't understand. It blows my mind and, quite frankly, it makes me angry for people to assume that I cut the tire or any implement would cut the tire. Implements do not touch the tire. Implements are set to be a specific distance from tires. You cannot touch the tires with any implements. That would be a hazard. That would be a tremendous liability for anybody who sell implements that would cut tires. There's no such thing.

Q. But he references a three point implement. Is he referencing the type of connection that the implement uses, a three point hitch?

A. No. There is no such thing. But they run ballistics to determine I cut the tire.

Q. Who ran ballistics?

A. Someone from your...

Q. Nance?

A. Somebody.

Q. Because I don't represent Nance.

A. Okay. Well, then the other guys.

Q. So then he says, "Friday, October 11th, I called the customer to let him know the information that I had found out." Again, this is Phillip Conner

talking. "He immediately started saying it was not his fault. He was going to have somebody, whether it be AGCO or Nance, pay for a replacement tire. To help smooth the situation, I offered to pay for the pickup and delivery of the tractor since it was in the shop for another warranty issue that was covered under warranty at the same time."

A. Who is this guy?

Q. This is Phillip Conner.

A. I never -- I don't remember talking to any guy named Phillip. I don't -- I don't remember that.

Q. "Ultimately, the customer became very upset and said he would be getting his lawyer involved at this time. We ended the conversation."

A. That's not true. Why would I -- I mean, that's just definitely not true.

Q. Why isn't it true?

A. It's a tire. I just wanted to fix it. Why would I -- I mean, we're just starting with this tractor. I would have never said that.

Q. Okay. Next page, AGCO 52. We'll represent to you this is another AGCO warranty claim and you would agree that, again, you had no dealings with Powell Tractor, right?

A. I'm not sure who they are.

Q. Okay. Have you ever taken any effort to learn who Powell Tractor is?

A. No.

Q. Okay. Let's go to page 59. This is October 12, 2019 and this was an amount $300 paid to Nance for hydraulic clutches for speed range of reverser control and they replaced the failed component. Do you see the note at the bottom of the claim failure information external comments, "Approved per e-mail from Phillip Conner."

A. Right.

Q. Do you see that?

Okay. You did not pay Nance Tractor for any repairs, right?

A. No.

Q. Let's go to AGCO 61. This is an AGCO warranty claim. At this point, the unit had 184 hours. Do you see that?

A. Yeah.

Q. And the repair date listed is September 4, 2020. Do you see that?

A. Yes.

Q. And the amount AGCO paid for the repairs was $3,820.89. Do you see that?

A. Yes.

Q. So far to summarize, and we're in September of 2020, they have paid for a tire and at least $4,200 in repairs?

A. Right.

Q. Okay. Let's go to AGCO 63 and the warranty notes for this additional failure details listed. "The customer claimed that a rock was thrown from a Mack truck which busted the front windshield out of the tractor while they were on the way to our shop to get their hydraulic and electrical problems fixed." And --

A. The customer, me?

Q. Yes. That is what they note you claimed was a rock was thrown from a Mack truck which busted the front windshield out of the tractor.

A. They're saying that I called?

Q. No. That's just what you said, I guess, to Nance. No?

A. This is false.

Q. Okay. But either way, that's at least why -- is that a possible reason why the windshield could have broken?

A. I don't know how the windshield was broken. I don't know why would someone say that I had any knowledge or involvement with the windshield

broken. In fact, there's an e-mail from Nance -- from Michael Nance, the owner, complaining about the tractor being in the shop. He makes it no money. He wants it out of there, but he can't get it out because one of his employees broke the windshield. So it's a lot of contradiction on this paperwork. Makes no sense. And all of that is on you guys. I had nothing to do with the windshield. I have no knowledge of that.

Q. That's why we're here today, is to try to figure out what happened. Okay. Let's go to AGCO 65. This is for the rear lights not working correctly. Can you tell me about that issue?

A. What do you mean, lights not working?

Q. Well, I'm just reading the additional failure details. Do you see that on AGCO 65?

A. Yeah. Where is this paper from, though?

Q. So all of these are AGCO warranty claim details.

A. From?

Q. AGCO.

A. Okay. I have not seen this paper, so you know. I don't know where this come from. I don't know. I haven't seen it. So this is new for me, like, literally.

Q. Well, okay. Fair enough. You never remember an issue with the rear lights not working?

A. We had a lot of issues, but I don't remember a rear light not working. That would be relevant to the problems we're going over, I guess.

Q. Do you dispute that AGCO paid $684 to correct rear lights on your tractor?

A. I don't know what they paid. I don't know any of this.

Q. Let's go to 67 -- AGCO 67. Again, this is still September of 2020. This record reflects AGCO paid $284.87 to repair a loose connection for a fuel gauge. Do you remember a faulty fuel gauge?

A. No. All those problems are completely you. So I'm not sure where this come from.

Q. Let's go to AGCO 69. AGCO 69, this report indicates that the sleeve on the drive shaft was worn and not holding a bolt. Nance replaced the sleeve after doing diagnostics. $305.21. Do you recall a sleeve issue being repaired?

A. No.

Q. Okay. Next let's go to AGCO 71. This report reflects the repair of a bleeder screw and AGCO paid $46.87 to replace. Do you dispute that?

A. I don't remember any of that. I never --

again, I don't -- I never seen any of this.

Q. Okay. Next page is AGCO 73. And I believe you testified previously about the hydraulic system, right?

A. Somehow.

Q. And Jacob Willis said that they were going to supervise it themselves, right, was your testimony?

A. When Jacob Willis sent an engineer to my property to kind of figure out what is wrong with the tractor, I met David Summer there with a mechanic for Nance and he proceeded to do some series of tests to the tractor. He determined that the tractor was not calibrated properly. He also determined that the tractor was not up to date. He spoke with the mechanic and asked him if the hydraulic was flushed out of the engine or pump, whatever, three times and the mechanic didn't give no response to him. He then followed that was the procedure to do that. That's all I know about flushing anything. But to my understanding, that was a procedure that they failed to do, according to David. Which, quite frankly, he was upset about that.

Q. How much did you pay for your Kubota tractor?

A. I don't remember. I think that's somewhere. I don't know off the top of my head.

Q. I haven't seen it anywhere either. Can you give me a ballpark range?

A. I'll be guessing wrong, but I will say 70-plus, maybe. Because when you buy a tractor -- for some reason when you buy a tractor, you have to -- the implements -- some implements don't work. So you have to buy all of it again. That was the reason why I had to finagle the old bush hog, change some things, because I didn't want to spend ten thousands of dollars again to buy another bush hog.

Q. So around $70,000, you would say?

A. I mean, if you want an accurate number, we can figure it out. But I don't know.

Q. Okay. Have you taken any efforts to determine the value of a used Massey Ferguson 4700 series, 2019 model, 335 hours?

A. No.

Q. And you have not attempted to trade in your Massey Ferguson tractor or tried to get any kind of value from it, right?

A. After reading this e-mail right here on the front of the first page, I will be doing wrong to somebody if I do that. I mean, if you read this all

right here, which we covered in the beginning, it would be immoral for me to sell or try to sell that machine to somebody because it's wrong. I couldn't do that to anybody.

Q. And you noticed -- so you read the first page and then did you read the next page with the $8,800 of work performed, this is AGCO 45, by Powell to repair and replace the failed components that Mr. Craft was mentioning?

A. I see it now and I read it. I mean, at what point do you lose confidence?

Q. I'm trying to figure out what steps you have taken to reduce your loss. You've talked a lot today about the loss that you have encountered because of this tractor.

A. Okay. Well, first, I went and bought me a new tractor, which I was obligated to do so. Otherwise, I would have lost thousands of more trees. So...

Q. So you bought a replacement tractor?

A. Yeah. But, I mean, who has $60,000 or $70,000 to just go and get something? I mean, that's a lot.

Q. Did you finance the Kubota?

A. The Kubota, yes.

Q. Did you pay it off?

A. Isn't that personal? Do I have to answer that question?

Q. Yes, you have to answer. Well, your counsel can tell you.

MR. STUDEMEYER: Go ahead.

THE WITNESS: No. I'm still paying on the tractor.

BY MR. CARROLL:

Q. And you would agree that as of October of 2021, you knew that you could go pick up your Massey Ferguson 4700. Jacob Willis told you that, right?

A. He didn't tell me where it was.

Q. But he said it was repaired and ready for pickup, right?

A. He called me and told me the tractor is ready. I told him I need to talk to my counsel. Keep in mind, this is a long time ago from when he took the tractor. It didn't happen, like, next week or a month later. This happened a long time. We're already into counsel. We're already doing things. I mean, so I can't talk to this guy. So I have to defer him to him, which that's all it went. No effort to his lawyers or you guys to him. So it didn't go nowhere.

Q. Okay. How long is it -- can you tell me what is the period of time between April of 2021 and October of 2021? How many months is that?

A. April '21?

Q. April '21 to October '21, how many months is that?

A. Seven months. Seven or eight months, give or take, I mean, depending on...

Q. And then from October '21 until today, how long is that?

A. From October '21 till now?

Q. Uh-huh.

A. I feel like you put me on the spot. I'm not good with numbers or math or dates.

Q. Two and a half years.

A. Okay.

Q. So you've had two and a half years to pick up your tractor if you wanted to. You could have asked where it was.

A. Would you pick up that tractor after all these things? Will you take that tractor? I hate to ask you that, but...

Q. I'm saying you have not picked it up in the last two and a half years, correct?

A. Because I didn't know where it was.

Q. And Jacob Willis told you in April 2021 that tractors depreciate, right?
A. No.
Q. You had a depreciated value?
A. He never told me what it was and that was in talking based on what I have asked him.
Q. You're a businessman, Mr. Aguilar, correct?
A. Right.
Q. You are aware of depreciation?
A. To a point, yes.
Q. Okay. So in October of 2021, the tractor had a certain value. It has since depreciated until today, right?
A. Today?
Q. It's lost even more value?
A. Today?
Q. Yes.
A. Right. I get that.
Q. You have not tried to pick it up, correct? You haven't tried to pick it up?
A. No.
Q. As of today, it is on the record that you know that it is at Powell -- it is at Powell Tractor in Westminster, South Carolina?

A. Okay. And that would be advice that I would have to get from my lawyer to pick it up.
Q. I'm justing saying as of today you know?
A. Today.
Q. There is no dispute today?
A. No. I understand that.
Q. You could go pick it up?
A. Now we know. Now.
Q. Okay. But you haven't gone to pick it up and you think morally you cannot sell that piece of equipment?
A. I think I'll be doing somebody wrong if I go ahead and sell the tractor to somebody else that's going to deal with the problem. I think it's not right.
Q. If you sold it to a dealership?
A. If I sold it to a dealership, you're asking me?
Q. (Counsel nods head.)
A. I won't sell that tractor to anybody. I think it's wrong. I really think it's wrong. I don't know the answer to that question.
Q. And you think that AGCO should have to pay for your decision not to try to sell the tractor? Essentially that's what you're asking?

A. I don't understand that question.
Q. Well, so you won't sell the tractor?
A. Huh-uh.
Q. It's not AGCO's tractor. So what's supposed to happen to the tractor?
A. I gave those people a choice from the beginning. Give me a new tractor or pay me my money. That was very simple. So I don't know why we're here keep wasting time and money. I did that a long time ago and they refused to do so. So now you're asking me to go get this tractor that I wouldn't even sell to anybody because I don't know -- given all these problems, I don't think, in my opinion, it's fair to give to somebody else. I don't think it's right for that, but I do believe that whoever made this tractor is responsible for the tractor. AGCO is responsible. What is a tractor for these people? These are big guys. This is nothing for them.
Q. Are you familiar -- do you know what a contract is, right?
A. It depends, I guess.
Q. Do you have contracts in your landscaping -- your hardscaping business?
A. Yes.
Q. And you give out -- you give a price

quote, right?

A. Yes.

Q. Do you warrant your work?

A. One hundred percent.

Q. For how long?

A. A long time.

Q. How long?

A. If I plant a tree, I will replace a tree several times. If I do a -- let's say a fancy patio for you, I will stay behind -- I have gone ten years. My warranty -- nobody can beat my warranty because I care for people. I have values and I'm not going to take your money and just screw anybody. I won't do that.

Q. Do you have a written warranty?

A. I'm sure, yeah.

Q. You do?

A. I'm sure.

Q. Okay.

A. For my business?

Q. Yeah.

A. I'm sure.

Q. Okay. And you understand, then, that exhibit -- we talked about Exhibit 3, the AGCO limited warranty, right? Do you remember talking

about that?

A. Yeah. We talked about that.

Q. Do you understand that the AGCO limited warranty is a contract between you and AGCO?

A. I guess.

Q. It's just like the warranty in your business. Just like you warrant your work, AGCO warrants what they manufacture, right?

A. Right.

Q. And we talked -- can you pull back up to Exhibit 3 and go down to the second part in the footnotes. No. 4, can you read that?

A. "In addition to the standard warranty." Is that the one?

Q. Yes.

A. "The company will repair or replace, at its option, without charge for parts or labor, during normal working hours, any device -- any defective engine, transmission, drive axle casting, and/or components enclosed within these castings for an additional 12-month period provided the tractor has not been used for more than 2,000 hours."

Q. Right. And so repair or replace at its option, does that mean that AGCO can choose whether or not to repair or replace? It has to do one of

those two things?

A. I think that's fair to say, but, I mean, to what point? I feel like they failed to fix it. They just failed to replace -- to fix the problem. I think that that goes with them saying, "Okay. I'm going to be responsible to fix -- to fix it." What does that mean? That means you're going to fix it. But when you don't fix it, that means you failed to fix it. That's what I understand that part. So, yeah, I'm giving you the chance. And believe me when I tell you this, I have gone above and beyond to give them chances and chances to fix my tractor and they failed and failed and failed. So at what point that doesn't set with anyone that something is wrong there. It's not fair. It's not right.

Q. You would agree that the point is that they agreed to do that for two years or 2,000 miles -- 2,000 hours, whatever came first?

A. Right. Which the tractor never exceeded it, though. It doesn't have 2,000 hours. It broke down way even before the time.

Q. But two years has passed, right?

A. But they failed to fix it.

Q. Well, have you inspected the tractor since October 2021 when Jacob Willis called you?

A. I gave them plenty of chances to fix the tractor.

Q. And they did every time.

A. They failed to fix the tractor. That's the part you and I are not seeing. They failed to fix the tractor because fixing to me is you fix something and it doesn't break down again. If this table is broken, then I fix it. Fixed. If it breaks again, then I didn't do my job good. You didn't fix the problem.

That's the way I look at things and that's just common sense. They failed to fix my tractor. I don't know what else -- how else to explain that. And this started way before the 2,000 hours, way before the time of the warranty. So I don't understand it.

Q. You haven't told me an instance where they -- where you told AGCO or told Nance there was a problem with the tractor and they did not come to try and fix it. You can't tell me an instance where they didn't do that.

A. Okay. But at one point do you -- I mean, do you keep just letting things happen? Because that's what's happening here. If you read that e-mail right here -- if you go back to your paper,

this right here says it was in the way for catastrophe. If I keep letting them do this and patch it, I would have passed the warranty. I would have been passed the warranty completely. I would be out of that and I would be with a broken tractor, out of thousands of dollars, which I already am. So this, to me, it was just always walking into a hole -- into a trap. That's what this is right here and it's clarified in there by some guy I've never heard of telling you that right there. You're asking me did they work on my tractor and they fix it and they did this. It makes no sense.

Q. So you testified the second to last time that you talked to Jacob Willis, you e-mailed him. We read the e-mail and you said, "This has got to stop. My tractor is having an issue."

A. Uh-huh.

Q. Then you testified AGCO came and picked up your tractor. Then we saw in Exhibit 11, AGCO 44, Mike Craft agreed with you there was an issue. It needed to be resolved. AGCO -- and on the next page, AGCO 45, paid $8,800 to fix the issue that you e-mailed Jacob Willis about on April 21st. Then you testified that on October 4th, Jacob Willis called you to tell you the repair had been completed and you

said talk to my counsel and you washed your hands of it?

A. It's not that simple the way you're putting it, though. I mean, that's not -- everything has -- everything worked up in order and the reason we got to the point is because it broke down so many times. So it just didn't break down once and I'm done with you. That's not fair. That's not true. I mean, I got to the point because enough is enough. How many more times is this tractor going to be broken for you guys to -- AGCO failed me by replacing my tractor with a new tractor. AGCO failed me by standing behind and saying, "You know what? We messed up with this tractor. Maybe you got a lemon or maybe this tractor was assembled in China and they didn't put it right. We're going to give you a new tractor. We're going to make it right for you because, as a customer, you shouldn't have to deal with that." That's where AGCO failed me. But, instead, here we are again. So I don't understand. I mean, it's simple the way you said it, but it's not simple because we got to the point for all these headaches, all these problems and aggravation and loss of money on top of that.

Q. So this is how you -- well, you have sued

AGCO for breach of express warranty, breach of contract.

A. Not just that. I mean, it's a lot more.

Q. Oh, I know. We went through that. And I'm focused just right now on this warranty. And AGCO told you they would repair or replace at their option and AGCO did exactly what they said they would do, right, in this express warranty?

A. You may see it that way. I don't.

Q. Well, they agreed to repair or replace.

A. They did not replace.

Q. No. They repaired.

A. The tractor keeps breaking down. How do I know if I go pick up the tractor now and three months go by and it breaks down again and then what? Will you come pay me for my tractor? You see what I'm saying?

Q. Well, we will never know because --

A. I lost faith on that tractor. I lost faith on the product because they failed to fix my tractor numerous times. I hate that I'm showing you emotion because I don't want -- I'm not trying to beat you down. I know you're just doing your job, but I gave them plenty of choices and they failed to fix my tractor. So how much more do I need to keep

taking? I don't understand this.

Q. Okay. But on the express warranty, you would agree AGCO could repair or replace at its option and they decided to repair?

A. Uh-huh.

Q. You didn't give them the option to repair. You said either refund my money or replace?

A. I gave them plenty of options.

Q. Well, this last time, April --

A. How many times does it need to be the last time? We're dealing with a limited warranty. We're dealing with -- obviously they're giving you time. They're giving you hours. You want me to keep taking this until we run out of that so that I'm in a -- I'm in a hole? I gave them plenty of options -- plenty of times to fix this tractor. I mean, this went back and forth four or five times and they didn't get it right.

You're talking about this very specific last time. Maybe he should have done that from the beginning, taken it somewhere else. I don't know. If the tractor would have broke down one time and he would have fixed it and I'm fine with it and we see the warranty, we wouldn't be here. I get that. But he failed to fix my tractor. They failed to fix my

tractor because they couldn't fix my tractor.

Q. But you don't dispute AGCO paid every single time that Nance repaired it. AGCO paid Powell. AGCO called you and told you that the repairs had been made and that's what they told you they would do in this limited warranty?

A. I mean, that's what you believe.

Q. Well, no. Can you tell me any specific term that AGCO breached in this limited warranty?

A. All I know is I am not buying a new car without having some kind of responsibility behind it. Someone has to be responsible for that. My truck -- brand new truck, GMC, went back to the shop three weeks ago. They put two new batteries, replaced a bunch of cables, warranty, no problem. That's how you fix problems. I don't have anymore problems with my truck. They didn't do that. They fixed it, came back, broke down again. So what does that tell you? They didn't fix the problem.

Then on the e-mail you see here that you just gave me, it clarified -- tells you right there that whatever -- all the repairs that they did, all the attempts that they tried to fix it, they didn't get it. They didn't get it right because it says right here it was headed for a catastrophe. So that

tells you that they failed to fix the problem.

Q. That's Nance. Nance failed. AGCO, who you are suing, AGCO --

A. AGCO because they are responsible for fixing my tractor. Where they send my tractor is their problem, not mine.

Q. AGCO says you take it to an authorized AGCO dealer and AGCO will pay. That's what Exhibit 3, limited warranty, says. You take it to an AGCO dealer and AGCO will pay for the repairs. That's what they told you they would do, repair or replace. So can you tell me any instance where they didn't do what they said they were going to do in this limited warranty?

A. I can't because my way of understanding that is different from yours and I believe it's different from everybody else. For me fixing something, you fix it. It's broken, fix it, it's fixed. There's no more problems up until you are released from the problem. Which I get what you're saying, 200 hours warranty. I get it, but they failed to do that. So they failed me on that, though. I don't -- I don't understand why. Maybe I'm the only one that sees it that way. They failed to do so.

Q. As of October 4th, they told you that they had, again, done what they said they were going to do, but you didn't go pick it up?

A. Because it's a little too late for that.

Q. Well, it wasn't too late for AGCO to pay for it?

A. It's their tractor. It's their manufacturer. It's their product.

Q. And they did what they said they were going to do with it. They paid Powell to repair it.

A. I don't think they did. They may have now. I don't know. But they put too many bandages on the tractor that I'm not comfortable. I'm just not. I lost faith on the tractor. I lost faith on the manufacturer. I just can't.

Q. So you don't want the tractor back?

A. Not that tractor.

Q. Okay. While we're on the subject of contracts, let's go back to Exhibit 2. Are you feeling okay? Do you need a break, Mr. Aguilar?

A. I'm good. Thank you.

Q. Exhibit 2. We're going to go to Exhibit A in Exhibit 2 again. We talked about this earlier, but I want to make sure. The first page of that we're talking about the retail installment contract

and security agreement. And, again, on the first page the buyer is listed as your name and signature, right, on the bottom?

A. That's correct.

Q. And then the seller's name is Nance Tractor & Implement, Inc., right?

A. I believe so.

Q. Is that Andy who signed that?

A. I don't know. It appears. I couldn't tell you.

Q. Okay. And then the other party -- so those are two contract parties, right? You as the buyer and Nance as the seller, right, on the first page? That's what the bottom says in the buyer's signature block is Eswin Ariel Aguilar -- is it Pineda?

A. Pineda. That's what it appears to be. I mean, it's hard to read this, though.

Q. Well, I'll I'm just --

A. I mean -- I mean, and if I knew I would be in this situation, I would not have signed this. I would have never agreed to this. I would have never -- I would never have done that. So just so you know. So you try to have a little bit of faith on a product, so you try to possibly overlook

something like this.

Q. Well, AGCO isn't a party to this document. It's AGCO Finance, LLC, right?

A. AGCO is everything. AGCO is the tractor.

Q. Okay. If AGCO is everything, then why did you sue three separate people?

A. Because they all three are in. They are all together. I mean, I don't know -- I don't know how they run the business. I mean, they all are together. That's the best way I can describe it to you.

Q. I mean, I understand how -- what you're describing. I'm saying -- let's go back to the example of you're a businessman. When Capital Stone commits to a project, it is Capital Stone and it is your name on the line personally, right?

A. Yes, sir.

Q. And then your customer?

A. Yes, sir.

Q. But your wife isn't a party to that contract, right? She didn't sign it?

A. She's part of the company. She's part of it.

Q. Okay. What about Emerald Farms? Are they involved?

A. No. That's a different business.

Q. Okay. So you understand that. There's a different business even though Emerald Farms does the trees, right?

A. I guess.

Q. Okay. So Emerald Farms would not be involved in your Capital Stone -- they wouldn't be a party to that contract?

A. Okay. But if Emerald Hills Farms sells trees to some random person, then I have to somehow be liable for that. I can't sell trees that are not good. I've got to sell trees that are healthy, that are good trees.

Q. Well, yeah. So then that person would sue Emerald Farms and Capital Stone and you?

A. I mean, it depends.

Q. It depends on what?

A. If they're together, I guess. But if they're not, I guess. I don't know. Listen, I don't know. Again, I don't know how they run the business there, but all I can tell you this is AGCO product. That makes him a problem. So if it's not a problem, why did he even assume responsibility to fix my tractor then?

Q. Well, because of this contract, the

limited warranty, Exhibit 3. That's why AGCO is involved, right? AGCO is all over this document, right?

A. But if it's not yours, why even bother to be part of that, then?

Q. But it is. AGCO Corporation manufactured the product, right?

A. Yeah. It's an AGCO tractor.

Q. Yes.

A. It's AGCO problem.

Q. Yes. And AGCO issued a limited warranty for those problems and that's this contract?

A. Which they failed to do so.

Q. Okay. But now going back to this contract, this is for AGCO Finance to finance the purchase of the tractor, right?

A. (Witness shrugs shoulders.)

Q. So you're familiar with the purchase of your Kubota tractor. You financed it?

A. Okay.

Q. That was your testimony, right?

A. Right.

Q. Okay. And you're making monthly payments, right?

A. Right.

Q. Just like this contract says, right?
A. Okay.
Q. And so that contract is your financing contract, right? This contract doesn't say anything about replacing or repairing or number of hours.
A. Is this part of this? Is this part of this?
Q. Yes.
A. Can you read all that?
Q. Yes. I can continue to read it all day.
A. You'll probably get exhausted. You probably don't want to do that. I can't read that.
Q. You'd be surprised.
A. Well, more power to you because I can't read this. There's no way I can read this.
Q. Okay. So what I will read to is -- and you can follow along and tell me if I'm making a mistake. On the second page and there's paragraph four that begins, "Assignment Acknowledgments of Buyer." Do you see that on the fourth right there?
A. Okay.
Q. Do you see, "Assignment Acknowledgments"?
A. Okay.
Q. And if you go down to the -- there's all caps language that says, "In no case buyer/seller

assignee shall be liable for any incidental or consequential damages." Do you see that? I'm not going to read the rest of that sentence, but I want you to look at the sentence right after the all caps language, the second page of Exhibit A of Defendant's Exhibit 2. And it says, "Buyer further acknowledges." Buyer is you. Would you agree with that? Yes, buyer is you?

A. I mean, I guess.

Q. "Buyer further acknowledges each of the following: Assignee," which we know from the first page is AGCO Finance, LLC, "is not the manufacturer of the machinery or the manufacturer's agent or an agent therein. The machinery is of a size, design, capacity, description, and manufacturer selected by buyer. Buyer is satisfied with the machinery, is fit for buyer's purpose. Assignee has no knowledge or" -- now I will admit that is a hard word to read, so I'm going to skip that. "Regarding the condition or suitability of the machinery for buyer's purposes and assignee has relied upon buyer's warranties, agreements, and covenants therein."

So that is what that says. This is the contract. So the manufacturer, you would agree, is AGCO? That's what you've testified. AGCO

manufactured the tractor?

A. Right.

Q. So AGCO is not a party to this agreement and you specifically acknowledged that in this contract?

A. I can't agree to that. I don't -- I'm not -- I can't agree to that.

Q. Well, you did agree when you signed this agreement.

A. Yeah. But what options do I -- okay. I will give this paper to anyone randomly other than you and myself and I would ask them to sign this, but they've got to agree to that. I can assure you that -- I can almost be 100 percent sure that ten out of ten would not be able to read that. You expertise as a lawyer is to know these things. I don't as a customer. I don't -- this is not my trade. This is your trade. So you know about warranties. You know about all of this. I don't.

A random person that goes, they're not going to have -- they're not going to have the time to read this. They don't know these things. I don't know what this is. So you expect me to be able to read this and understand it? You can't even read these things.

Q. Respectfully, you are a -- you are a businessman?

A. I understand that. But, I mean, we go back to the point that, you know, how is it possible -- how is it a good practice to create a product that we're just going to shove -- shove to the client and we're just going to let him deal with that? How is that a good practice?

Q. That is not a good practice, but that's not what AGCO did. AGCO issued a limited warranty and it did exactly what it --

A. That's what they did because they manufactured a tractor in China and sold it to me saying that it's made in Georgia, No. 1. No. 2. Okay. No. 2, then they say that they're going to stay behind the tractor by fixing it with the warranty. They failed to fix it. So how can that be a good practice?

Q. So in your prior testimony you said that nobody from at AGCO talked to you before you bought the tractor. So nobody from AGCO told you it was made in America or China or otherwise. That was your prior testimony. Do you care to change it now?

A. I don't understand the question.

Q. So you previously told me you talked to

nobody from AGCO before you bought the tractor.

A. Right.

Q. Is that still your testimony?

A. Yeah. I didn't talk to anybody before buying the tractor.

Q. Okay. My questions regarding this installment contract are: Is AGCO Corporation -- I want you to agree with me that AGCO Corporation is not a party to this contract.

A. You're asking me to agree to something that you cannot read. That's my point to you, though. So I don't think -- and I'm not disrespecting you. I'm just telling you. You asked me to agree that even though I signed this document here, you ask me to agree that somewhere in here AGCO is not involved. You're asking me to agree and you cannot read all of this.

Q. No. What I'm really asking you to agree is you've got a signature from you as the buyer on the first page. You've got a signature from Nance that's buyer on the first page. You go to the third page and you've got a signature from AGCO Finance, LLC. So you have three signatures here.

A. Okay.

Q. You don't have four signatures because you

don't -- you don't have AGCO Corporation signing.

A. But AGCO is using -- I mean, is working with these people there to sell tractors -- their tractors.

Q. Yes. And for that, they issued a limited warranty.

A. It's their tractors. I mean, we -- look, I don't know. We can dance around this thing. At the end of the day, you're asking me to -- you're asking me to agree to something that I cannot agree now. Obviously we have this problem and I can't agree to that. So I don't know what else makes any sense to you. I mean, I'm sorry. I can't.

Q. Well, you would agree that there are only three signatures on this -- or there are three parties that signed this document?

A. Obviously it's only three. We can't find four.

Q. Okay. That's what I needed to know. And then going back to Exhibit, B and you can look through it, but I see -- and tell me if you see something differently. I see the name AGCO Finance who received $150 on each of these transactions.

A. Right.

Q. And then I see a list of dealers that

received fees, but I don't see AGCO Corporation listed as someone who received fees on any of these pages. Do you see?

A. Either way it's baloney to me.

Q. Well, that's not my question. My question was: Do you see AGCO Corporation? I see Nance. I see Powell, Atlantic Southern, Harrington.

A. I guess what -- I guess what -- I guess my confusion is AGCO is for Nance. They're working together. They are -- you know, they represent -- they are representing them.

Q. Yeah. As a dealership.

A. That's your product. I mean, not you literally. I'm talking about them. So that's you. That's the way I look at it.

Q. But Nance also represents other products. Bush Hog, Kuhn.

A. Maybe. I don't know.

Q. And then you e-mailed them separately too. So they are separate entities.

A. Well, you can -- I mean, that's just the way the world works. I mean, you can't e-mail one person, you know. You get an e-mail, she gets an e-mail. It's the same company, different people.

Q. We saw earlier in your e-mails this was

not an AGCO issue. This is a workmanship issue for Nance?

A. I mean, at some point someone has to take some responsibility. I mean, isn't that the way it works? At some point, someone has to take some responsibility. This is an AGCO problem no matter how you look at it. They built a machine that is no good. Okay? And they failed to fix it and they failed to stay right by me as a customer. I don't know what else I can say on that.

Q. Well, AGCO actually did do something and they came and picked up the tractor and now you're claiming they stole it.

A. Because they did. Because of the definition of you -- your definition of fixing something is different from mine. That doesn't mean, I mean, you're wrong, I'm wrong, or somebody is wrong. I mean, it can -- you can say they fixed it -- you can't say that they fixed it when they didn't fix it. So my opinion is if they failed to fix it, they should replace it, which I gave them the choice. From the beginning, I gave them plenty of choice. My tractor -- new tractor. It's still their product, which to this point I don't want nothing to do with Massey Ferguson. Okay? But I still give

them a choice to replace -- give me another tractor or give me my money back. They refused to do so. So I feel like I gave them plenty of choices plenty of times and they failed every single time. They failed. And in conclusion, they stole my tractor. It's just obvious. You don't see it that way. I don't know what else to tell you, but they pretty much stole my tractor. That's just the bottom line.

Q. And then when they told you it was repaired and you didn't go try to pick it up, you're fine with them stealing your tractor?

A. I'm not fine with nobody stealing anything, just to be clear. I'm not fine with anybody stealing my tractor, but they did by failing to tell me where my tractor was. We pushed them to ask. You guys didn't even know where my tractor was until recently.

Q. But you didn't ask where the tractor was.

A. But you took my tractor. So you are obligated to tell me what's wrong with my tractor. Is it not fair to say you are obligated to tell me? You go to the doctor. What do you expect from the doctor? You expect him to diagnose you and tell you what's wrong with you. Okay. Otherwise, you won't pay. Simple. That's the reason. It's just common

sense. You took my tractor. Tell me what's wrong with my tractor. Tell me what you're going to do. Figure it out. But they failed to do so. They didn't tell me where my tractor was going. They didn't tell me what was wrong with my tractor up until, what did you say, eight months or a year.

Q. October 4th they tell you that -- well, you testified October 4th he told you it was repaired.

A. How long, in your opinion, is it enough time for you to determine when something is stole or not? How long do you think?

Q. That is not a question for me to answer.

A. I get it. Maybe I'm not -- I get that.

Q. So in your scenario, though, what do you think would happened if you went to the doctor and he said, "Well, I need to look at the test results." And before the test results come back, you hire a lawyer and sue him for looking at you wrong?

A. If you hire a lawyer the next day, I guess you're wrong. I didn't hire a lawyer the next day. Okay?

Q. Okay.

A. But if you wait around, you'd be stressed as crap. You're not going to get an answer from your

doctor. I tell you that.

Q. Well, he's not going to talk to you after you hire a lawyer, right?

A. Yeah. But, again, if your doctor don't call you in two weeks, I think you'd be worried. So there's got to be a limit of time.

Q. Let's do a little bit of new material.

(DEF. EXHIBIT 12, AGCO Registration Submittal, was marked for identification.)

BY MR. CARROLL:

Q. Mr. Aguilar, this was produced by Nance when Nance was still in the case before they settled and this appears to be a registration submittal for your tractor. Any reason to dispute that Nance produced this document one way or the other?

A. Just to be clear, I don't trust any documents that come from you guys. Just to be clear.

Q. I know. But do you have any reason to dispute --

A. Well, I do have reasons, but, I mean, I'm --

Q. Any reason you know of today right now?

A. Well, there was a date wrong on some documents in there. So just to be clear -- I just want to be sure we're clear on that.

Q. Are you aware that that -- the date issue, specifically what you're referring to, in e-mails was addressed to the court earlier this year?

A. The question is if I agree with the date?

Q. No. I was asking if you were aware of the specific issue you mentioned, the wrong -- the incorrectly dated e-mails, that that was resolved with the court?

A. Listen, that probably will be a question for him, but it was wrong.

Q. Are you aware that that's been addressed?

A. I guess to a point. I don't -- I have no choice the accept whatever is happening, but, I mean...

Q. Okay. And according to this document --

A. I don't think it was an accident, though.

Q. According to this document, the tractor was delivered with two hours. Do you see that?

A. Yes.

Q. Is that consistent with your recollection?

A. When I first bought it, yes.

Q. Now, did you tell Nance -- do you remember at some point if you were going to use the tractor for livestock production?

A. If I told Nance I was going to use the

tractor for livestock?

Q. Yeah.

A. I don't remember that question. I don't remember that.

Q. And then so on the checklist, Nance says -- so there's Y's listed. Y's mean yes, assuming, and then N means no and they have indicated yes to everything except for the extended warranty purchase. Do you see that?

A. Yeah.

Q. And you did not purchase an extended warranty at the time?

A. Yeah. But after the tractor broke down a few times, not only he agreed to extend the warranty, but he actually said, "We will give you an enhanced warranty," which goes -- that's pretty -- my opinion, the way I understand it, that's like a specific --

Q. Jacob Willis?

A. -- I will take extra care of your dog, kind of way. I'm not just going to take care of your dog. I'm going to take extra care of your dog. That's the kind of way I look at it when he says, "I want to give you extended warranty -- an enhanced extended warranty" when my tractor was broken down first few times.

Q. That was Jacob Willis?
A. Yeah. So, again, why would Jacob Willis be telling me this if I'm going to have to be dealing with this?
Q. And you still don't believe it's because they've issued this limited warranty to you that says they're going to repair or replace for two years?
A. But, again, they failed to do so.
Q. Well, at least at some point he offered an extended warranty, right?
A. Yes.
Q. Is there -- for your tractor where the operator's manual is, is it underneath the seat or is there a compartment?
A. There is a little compartment on the back of the seat on the side. More like in the back, I think.
Q. Do you remember when AGCO picked it up on April 28th -- the operator's manual was in that thing. Do you think there were any other documents in there?
A. I don't remember seeing anything else.
Q. When Andy delivered the tractor, you don't remember any other documents?
A. (Witness shakes head.)

Q. What about the -- what about the manual for the bush hog? Where is it?

A. I don't remember, honestly. I mean, it was -- it was literally quick. I mean, like I said -- like I stated before, you know, you buy the tractor and after that, it's almost like done deal. They don't want to spend no more time with you, which I get it to a point.

Q. On the retail installment contract, did you sign that in Nance -- like, at the dealership?

A. Yes.

Q. Okay. You mentioned something about -- so is there a fence around your property?

A. My property?

Q. Yes.

A. Yes.

Q. And it's gated too?

A. Yes.

Q. Is there, like, a code to get in or are they motorized gates?

A. Yes.

Q. Is there a code to get in?

A. Yes.

Q. Okay. Did you give Jacob Willis the code to get in your gate to move the tractor?

A. No. Jacob Willis did not pick up my tractor.

Q. Who came to pick up your tractor?

A. I have no idea.

Q. Any idea --

A. I don't know who or what come and got my tractor. Somebody came and got my tractor, but it was not Jacob Willis.

Q. How did they get in your gate?

A. Somebody -- he must have sent somebody out there or somebody came out to my property and got the tractor. If somebody is at the gate, normally if we see them -- if I'm not at the house, my wife sees them, she more likely opened the gate because obviously someone was trying to get in. So I don't remember, but maybe she did open the gate for someone to come in and assumed because I have vendors coming in and out or people come in and drop things, stuff like. Maybe she had some hay. Maybe he had somebody coming to pick up hay. So she probably let him in. I can't remember exactly.

Q. Do you have one or two gates?

A. Two.

Q. Are they both motorized?

A. Yes.

Q. You said you work 15 hours or so a day. Do you work -- are you generally away from home during the day?

A. No. I mean, like you start working. You're just working.

Q. But you're not, like, up on a --

A. I'm not leaving at 5:00 --

Q. -- job site?

A. -- and coming back at 8:00. That's not what I meant.

Q. Okay. So you are generally at home?

A. I would think that 50 percent of the time I'm at home.

Q. But you were not home the day they came and picked up the tractor?

A. No. I would have been home if I would have known. I would have made an effort to be home because that is a big deal to me.

MR. CARROLL: Does anybody need a break?

(Off the record.)

(DEF. EXHIBIT 13, AGCO's First Document Production, Bates stamped AGCO 00001-00041, was marked for identification.)

BY MR. CARROLL:

Q. Mr. Aguilar, this is AGCO's first document production in this case and I want to revisit an issue that you just mentioned about the e-mail dates. And just to shortchange it, the first thing you have -- your counsel had issue with, I believe, was AGCO 20.

A. Yes.

Q. And at the top I believe there's the first value archived, right?

A. Right.

Q. At the top of AGCO 20, there's am archived value from Willis, Jacob G. and then sent Thursday, July 8, 2021 at 4:07 p.m., right? And there's a "To" and then "Subject" and "Sensitivity." And are you familiar with Outlook?

A. No.

Q. Okay. I'll represent to you that Outlook is a Microsoft app -- application that, among other things, operates to organize e-mails. Am I correct in remembering that the issue is this e-mail was not actually sent on July 8, 2021, but much earlier in January, the e-mail from Jacob?

A. I believe so.

Q. And then are you aware that we investigated your allegation of misdating the

e-mails? Are you aware of that?

A. Are you asking if I'm aware that you guys did what?

Q. Looked into this issue of the date on the e-mail. Are you aware of that?

A. Yes.

Q. Okay. And it was discovered that July 8th was the date that this e-mail was forwarded to me?

A. I guess.

Q. Okay. But that that issue has --

A. If that's what you guys want to call it, yes. I mean, if that's what you guys concluded. I don't know who concluded this okay, though.

Q. Okay.

A. So I think it's funny, my point to you, though. It looks just very, very, very funny.

Q. But then other than the -- other than the date up here at the top, there's nothing else different between these e-mails?

A. Well, I mean, not that I'm aware of. I mean, you see all these papers in here. You have thousands of pages. I can't keep up with all the stuff.

Q. Now, let's go to -- let me make sure there was nothing else in here. I'm done with this, then.

Let's go back to Exhibit 2, paragraph 139, which is on page 17.

A. Page what?

Q. Seventeen. In paragraph 139 you say, "AGCO misled the plaintiff concerning its ability to cure the defects in the tractor and strung the plaintiff along for over two years while its warranty expired, depriving the plaintiff of the benefit of his bargain." Is that paragraph essentially saying that AGCO didn't do what it was supposed to do under this agreement?

A. I would think so. Yeah. Because, you know, it's almost like you're buying time just until my warranty runs out.

Q. Okay. And then paragraph 140, AGCO included contractual provisions in its retail installment contracts. You raised this issue -- the retail installment contract issue in your first complaint, right?

A. Right.

Q. And then paragraph 141, breached its express warranty by failing to repair the tractor despite five attempts to do so, selling the plaintiff a lemon. That is, again, you're asserting a claim against AGCO based on the limited warranty. They

didn't do what they were supposed to do under the limited warranty, right? That's what that paragraph 141 --

A. I think so.

Q. -- is saying?

And then 142, AGCO has allowed its authorized dealers to charge the administrative fees for the sole purpose of generating additional revenue. You raised this issue on the administrative fees in your first complaint?

A. Right.

Q. Okay. And then AGCO engaged in fraud by fabricating discovery. Is that allegation specifically related to the e-mail date issues?

A. I mean, that adds onto the -- I mean, that -- I mean, yeah.

Q. Let's do this. We talked about your -- in Exhibit 10, I asked you if you had those pictures still in color, right? The pictures we looked at in Exhibit 10?

A. Yeah.

Q. You didn't give me those pictures in Exhibit 10, right?

A. You're asking me I didn't give you pictures?

Q. Not in color, right?

A. No. I mean, but, you know, we will provide -- I guess we will provide that to you.

Q. Okay. So it is possible that an issue with discovery could just be a mistake, an oversight, right?

A. No. That misstates -- that's very -- I don't -- I mean, I don't buy that. Who did this e-mail anyway? Was it you? Was it -- I'm not trying to be funny.

Q. Remember, I can't answer questions.

A. Okay. Well, I'm sorry. I think that that was a very specific date, very specific e-mail, and it was -- the e-mail was intended to show that this guy, Jacob Willis, called me to tell me that the tractor was ready when the tractor was not even far from being ready. It was -- it was -- that's not even accurate at all. So someone took the time to put a wrong date on that e-mail to show that they're making an effort to call me about my tractor.

Q. Okay. But the e-mails we looked at, they weren't talking about your tractor being ready, were they?

A. It said something about notifying me about something. I'm not sure of the specifics, but it

clearly says that they were trying to show that they had to reach out to me or communicated with me or shared some kind of information with me and put the date on it to justify that they had tried to do something early on. That's what that e-mail clearly says. And, to me, that's very funny. It's just very suspicious.

Q. Is it suspicious to you that I didn't get color photos?

A. No. That's -- that's -- we'll get you colors.

Q. Just like we got you the correct e-mails?

A. We can get you -- there are color photos in there. Not all of it, but there are color photos in there. I can show you color photos now on my phone, if you want me to. There's -- there's no hiding. You can't compare color photos with that. That's just different things. Because color is just only going to show -- that's irrelevant to that, though. That's not fair for you to say that, compare one to the other.

MR. CARROLL: Do you have any questions, Ryan, follow-up questions?

MR. STUDEMEYER: I do.

MR. CARROLL: Okay. I'll go ahead

and turn him over to you, then.

EXAMINATION

BY MR. STUDEMEYER:

Q. Mr. Aguilar, are you prepared to answer a few questions from me?

A. Sure.

Q. I appreciate you being patient with us. You've talked a good bit today about a gentleman named Jacob Willis. Do you trust Jacob Willis?

A. Not at all.

Q. Do you believe anything that Jacob Willis tells you?

A. No.

Q. Did you feel that way the last time you spoke to him on the phone?

A. Yes.

Q. You've been told today that your tractor has been repaired and is at Powell Tractor right now. Do you really believe that your tractor is as good as new right now?

A. No. That's -- that's -- no. I don't believe it.

Q. Did you --

A. Given --

Q. I'm sorry.

A. Given the circumstances that we went through all this and papers -- I mean, hundreds of papers showing all the repairs and what people have done to my tractor, I mean, I don't think there's anyone that can agree with you on that. And that's a very fair statement. Any farmer that you ask that has owned a tractor will laugh at you when you show him all this and you tell him that this tractor is good as new. And that is a fair statement there.

Q. Did you agree to give your tractor back to AGCO for free?

A. No.

Q. So you didn't agree to give the tractor back to AGCO in exchange for nothing?

A. I did not agree to that.

Q. Would you agree if you allow someone, even with permission, to take something that belongs to you that you paid for and they don't return it in a reasonable time -- in a reasonable amount of time that it is still stealing?

A. Yeah. That's what we talked about early on. At what point do you classify that as stealing?

Q. Okay. Well, if somebody offers to give you your property back after taking it for six months, did they still steal it six months ago?

A. I believe so.

Q. Okay. Supposing that Powell Tractor will actually release the tractor to you, do you think it's fair for you to have to travel to Westminster, South Carolina to go pick it up?

A. No, it's not.

Q. Do you have the equipment necessary to go do that even if you wanted to?

A. I don't -- I don't think I do.

Q. Do you know where Westminster, South Carolina is?

A. I have no clue.

Q. Do you know how far away it is from your house?

A. Not -- no. I mean, if I Google it, I would know where it is, but no.

Q. Did Jacob Willis tell you that the tractor was ready?

A. When he called me he said that the tractor was fixed, but I told him that I needed to -- he needed to talk to my counsel.

Q. Did he tell you where it was?

A. No.

Q. Did Jacob Willis tell you that the tractor was ready to be picked up?

A. I think he said it was ready -- the tractor is ready, but that's all he said. Because, again, I told him he needed to talk to my counsel.

Q. When you last spoke to Jacob Willis, had you already ordered the Kubota tractor at that point; do you remember?

A. Yes.

Q. Okay. Speaking of, does the Kubota tractor work?

A. Yeah, it works.

Q. Have you had any major trouble with the Kubota tractor?

A. Zero.

Q. Let's suppose you did go and pick up that tractor when Jacob Willis called you, do you think the tractor would have worked for very long?

A. Given the circumstances what I've gone through, no way. I mean, I can't expect any better from after all of that. I have no confidence.

Q. You may have gained some perspective on this question today, but I'll ask it. Do you agree that you need a lawyer to represent you in this case?

A. Yeah.

Q. Now, you knew by the time that you had hired us that there was some kind of warranty

involved in this case?

A. Yes.

Q. In your free time, do you spend any of it reading warranties?

A. No.

Q. You've been told today that a warranty is a contract. Exhibit 3, if you could get that in front of you, I want to ask you if you had ever seen it before you hired us to represent you?

A. No. That's what, you know -- this is the first time I see it.

Q. Is it fair to say that you've been held to account for a contract you didn't physically have with a party you had never heard of until months or years after you bought the tractor?

A. That's accurate, actually.

Q. Did you hire us to determine what was covered under this limited warranty?

A. Yes.

Q. Have you determined that AGCO gave you a powertrain warranty for two years and 2,000 miles?

A. Yes.

Q. Have you determined that AGCO warranted that the tractor was free of defects and materials and workmanship?

A. Yes.
Q. But the tractor had those defects, didn't it?
A. And more, yes.
Q. Nance, an authorized dealer of AGCO, as well as AGCO itself, attempted to fix the tractor on a number of occasions, didn't they?
A. That's correct.
Q. Did they ever really fix the tractor?
A. No.
Q. In fact, didn't you testify earlier that the tractor was spending more time in the shop than on your property?
A. That is correct.
Q. So AGCO didn't really honor the warranty, not if they couldn't repair the tractor, right?
MR. CARROLL: Objection.
THE WITNESS: That's correct.
MR. STUDEMEYER: Do you need to state the grounds for your objection?
MR. CARROLL: I didn't think we were supposed to.
MS. SPIRES: Form.
MR. STUDEMEYER: That's fine. He can still answer?

MR. CARROLL: Yeah.

BY MR. STUDEMEYER:

Q. Okay. What's your answer? I'm sorry.

A. I don't remember the question.

Q. Okay. Let's do this again. So AGCO didn't really honor the warranty, not if they couldn't repair the tractor, right?

A. That's correct.

Q. Let it be noted that there was an objection to the form.

Let me ask you this: Have you ever formerly studied the law?

A. No.

Q. Okay. Let's look at Exhibit 2. It's the fourth amended complaint. Do you remember we looked at this today?

A. Okay.

Q. Did you authorize me to draft this complaint on your behalf?

A. Is that No. 2?

Q. Yes.

A. Yes.

Q. So you did authorize me to draft this complaint on your behalf?

A. Yes.

Q. Do you agree that everything that I drafted in this complaint was accurate or at least, you know, in as earnest attempt to be accurate as possible?

A. Correct.

Q. Now, you bought the tractor, was it 2018 or 2019? About five years ago. Does that sound right?

A. Yes.

Q. In the last five years, have you forgotten some things?

A. Oh, I forgot a lot.

Q. Okay. So even though you mean to be as accurate and truthful as possible, is it possible that dates can sometimes get mixed up and --

A. For sure.

Q. -- and facts can become confusing?

A. Yes.

Q. All right. You've said today that you don't want the tractor back. Now, is that because you don't think it will work reliably?

A. Yes. I lost faith in the tractor. And I feel like if get the tractor back and it's just going to outrun the warranty. According to what we discussed today, the warranty has already ran out.

So I would be really on a gambling deal with this tractor. And given the circumstances of being -- spending more time in the shop than me, I don't want the tractor. So those are the reasons why. I mean, it's very, very -- you can't ask me to trust something that has failed and failed.

Q. And I believe you also expressed today some hesitation about selling it to a third party because the same thing might happen; is that correct?

A. One hundred percent. I won't do that to anybody.

Q. Okay. Let me ask you this: Based on your knowledge and experience with this tractor, do you think it's worth much of anything anyway?

A. I couldn't -- if -- if -- if I tell someone what has been done to this tractor, they won't buy it. So I don't know what that tells you.

Q. Let me ask you this: For what price would you buy that tractor back?

A. I won't buy it. I won't buy the tractor.

Q. What if I sold it to you for $5, would you buy it back?

MR. CARROLL: Object to the form.

BY MR. STUDEMEYER:

Q. You can still answer.

A. I mean, I'd be buying a problem. I mean, that's what all of this says. I'd be buying a problem. Why would someone buy a problem? That's a fair answer, I guess.

Q. Earlier today, we're talking still about Exhibit 2, this fourth amended complaint, you were asked about a tort called civil conspiracy and we've also talked about an administration fee that you paid when you entered into the retail installment contract. Do you recall that?

A. Yes.

Q. Okay. Now, that retail installment contract that I'm referring to is actually an exhibit. I think it's Exhibit A to the complaint, which is itself Exhibit 2 in this deposition. So I'm going to turn to that and I'd like you to do the same with your copy, please.

A. What page is that?

Q. Right there. Now, can you find on this page where the administration fee is?

A. I mean, now that we may be looking at it thoroughly, maybe I find it. Now we're looking for a specific issue, I guess, yeah. But, at that time, I don't think I did.

Q. So you don't recall if you noticed it or

not at the time?

A. No. I mean, no.

Q. Did you know what this fee was for?

A. No.

Q. Did anyone tell you what it was for?

A. No.

Q. However, you've been sitting here today, do you think you had any choice when it came to whether or not to pay this administration fee if you wanted to buy the tractor?

A. I don't think I -- I don't think I was given the choice and I don't think -- I mean, I think I was -- I had no choice to pay. If I want this tractor, that's what I had to pay.

Q. All right. Now, we've established that this is, in fact, your name and signature in the bottom left corner of this first page of the retail installment contract. Do you agree?

A. That's correct.

Q. Okay. Now, did you sign this contract anywhere else on page 2 or page 3, perhaps?

A. No.

Q. Did you initial either of those pages?

A. No.

Q. Did you read any of those pages?

A. You can't read that. No.
Q. Well, that was actually going to be my next question. I was going to ask could you read it. And your answer?
A. No. I can't read that.
Q. Did anybody attempt to read it to you?
A. No.
Q. Did anybody tell you to look at it?
A. No.
Q. Okay. So even though you signed the first page, is it correct, then, that you didn't know what you were agreeing to on page 2; is that correct?
A. That's correct.
Q. And I think we've already been over this, but I want to confirm. You did not have a copy of Exhibit 3, which is the limited warranty, until after you had hired us to represent you; is that correct?
A. That's correct.
Q. Now, you were asked a few times about your business, Capital Stone. Is that an LLC?
A. Yes.
Q. That stands for Limited Liability Company, right?
A. Correct.
Q. Okay. So Capital Stone, LLC and

Eswin Aguilar do, in fact, file tax returns, don't they?

A. Yes.

Q. You testified earlier that you purchased a bush hog with the Massey Ferguson tractor from Nance; is that correct?

A. Yes.

Q. And, again, I don't want to characterize your testimony. You tell me. My understanding was that you said it was sold as a package deal; is that correct?

A. That's correct.

Q. Okay. But that bush hog wasn't compatible with the Kubota tractor, was it?

A. No.

Q. Okay. And when did you order the Kubota about?

A. I don't know a specific time or date, but that was after I had seeked counsel. Months into that. I don't remember exactly, but months into it.

Q. And did it take months for that Kubota to arrive?

A. Yeah. I needed a specific tractor, so I had to order the tractor.

Q. So is it fair to say that you were without

a reliable tractor for a number of months?

A. Oh, for sure. Definitely.

Q. And I want to be specific. I'm talking about the period from April 28, 2021 onward after AGCO had picked it up for the last time. You were without a tractor for a substantial period of time?

A. That's correct.

Q. All right. Now, we've been over this a number of times as well. Under the limited warranty, AGCO warranted that it would repair or replace. Did AGCO sufficiently do either of those things?

A. No, no, no.

Q. Do you think AGCO only purchased an extended and enhanced warranty because they knew they hadn't honored the base warranty?

MR. CARROLL: Object to the form. You can answer.

BY MR. STUDEMEYER:

Q. You can answer.

A. I don't know what their intentions were, but they only offered me that because I pushed them onto something in return because it's just too many times the tractor breaking down.

Q. Am I correct in my understanding that at some point, even before you obtained a copy of

Exhibit 3, the limited warranty, that you had been told any time the tractor broke down, you had to transport it to an AGCO dealer in order for it to get fixed?

A. Yeah. I didn't realize up until when the tractor start breaking down, which it was fairly fast because it happened right after I bought it, that apparently there is a sticker on the tractor which is -- in my case, in my tractor, they decided to put it right there with the arms of the loader. I don't know if it was intentional, but it was high from you seeing it. The only time you could see it is by you lifting the loader so you can see that in there.

Q. And Nance is an authorized AGCO dealer, aren't they?

A. Yeah.

Q. How far away is Nance from your property? How long does it take to get to Nance?

A. Give or take, 30 minutes, 40 minutes.

Q. Do you know where Clemson, South Carolina is?

A. I have a very good idea.

Q. Okay. If I were to represent to you that Powell Tractor is a little beyond Clemson, South Carolina and I told you you had a choice between

taking your tractor every time it broke down to Nance or to Powell Tractor, where would you take the tractor?

A. Obviously the closest place to me.

Q. Okay. All right. Now, I just want to turn briefly back to the retail installment contract, which you still have in front of you. You pointed out earlier that we lawyers are in the business of reading these sorts of documents and interpreting them and drafting them, even. So maybe we're a little better at guessing what these things say, but I'm going to ask you to read me as much as you can of the paragraph that I believe is No. 5. It's going to be after the one that opposing counsel read to you. Can you read this one right here? Read as much of that as you can to me.

A. I mean, I'm not trying to be funny, but I don't think I can read that.

Q. Any of it? Do you see a No. 5?

A. No. I thought it was No. 1. I mean, seriously.

Q. Now, I want to be clear. You're not okay with AGCO stealing your tractor, right?

MR. CARROLL: Object to form. You can answer.

THE WITNESS: No. I mean, I don't think nobody is.

BY MR. STUDEMEYER:

Q. Is that one of the reasons that you filed this lawsuit?

A. Yes.

Q. Okay. Now, is it your understanding that we did ask where the tractor was in discovery?

A. Correct.

Q. Okay. Is it your understanding that AGCO has previously responded that they didn't know?

A. Correct.

Q. Is it your understanding that this answer didn't change until last fall?

A. That's correct.

Q. This is going to be in Exhibit 13. I believe that starts with this document. It's actually going to be 10. My apologies. Exhibit 10. You were asked to look at an e-mail. Let's see. It's going to be numbered 0051. Can you turn to that document for me, please?

A. What page is it?

Q. 0051. It's up here in the top right corner.

A. 0051?

Q. Yes, sir. Okay. Now, earlier you were asked about that e-mail that's in the middle of the page. It's dated on Thursday, October 1, 2020 at 10:02 p.m., Eswin Aguilar. Do you see that?

A. Yes.

Q. Now, when you sent this e-mail October 1, 2020, did you have a copy of the limited warranty yet?

A. I don't think. No. I don't think so.

Q. Okay. So, again, this document that's been used in this deposition today as Exhibit 3, you hired us and we obtained a copy of this document for you; isn't that correct?

A. That's correct.

Q. Before that, had you ever seen it?

A. No. No, I haven't seen it.

Q. Now, this case was filed in 2021. This e-mail was sent in October of 2020; isn't that correct?

A. I believe so.

Q. Okay. So when you're referring to workmanship problems, you're not quoting a warranty that you've never seen before, are you?

A. No.

Q. Okay. In fact, you can't really be

referencing this document at all if you've never seen it; isn't that right?

MR. CARROLL: Object to form.

THE WITNESS: That's correct.

BY MR. STUDEMEYER:

Q. So when you said, "Not sure what AGCO has anything to do with this," you weren't saying that this document was not in effect, were you?

MR. CARROLL: Object to form.

THE WITNESS: That's correct.

BY MR. STUDEMEYER:

Q. Okay. This is the time I want you to please turn to Exhibit 13. I was mixed up earlier. I apologize for that for muddying up the record. Exhibit 13, the page number is going to say AGCO 00020. You were asked about this e-mail as well earlier. We're going to talk about the e-mail that's on the top half of the page. Okay?

A. Okay.

Q. All right. Now, who does it say that this e-mail is from?

A. This is Jacob Willis.

Q. Who does it say that this e-mail is to?

A. Me, Eswin Aguilar.

Q. Do you see Mr. Carroll's name anywhere on

this e-mail?

A. Mister who?

Q. Mr. Carroll. The man sitting across from you.

A. No.

Q. And what is this e-mail dated?

A. It says there July 8, 2021.

Q. Now, we've been talking about the impact of this e-mail today and it being misdated. So I want to briefly go over the contents of this e-mail. In fact, in this e-mail, didn't Jacob Willis promise that your tractor was going to be delivered to you that afternoon?

A. That's what it says.

Q. Okay. Does it also express hope that you would find the condition of the tractor to be to your satisfaction?

A. That's what it says.

MR. STUDEMEYER: I have no further questions, but Mr. Carroll might. So please answer them.

MR. CARROLL: Yes.

REEXAMINATION

BY MR. CARROLL:

Q. Mr. Aguilar, do you know how much you have

paid your attorney to date?

A. Not off the top of my head. I could tell you it is more than $100,000. I don't know if that matters.

Q. Do you know if you're on a contingency fee arrangement with your attorney?

A. No.

Q. Did you sign an engagement letter with your attorney?

A. I believe so. I'm not sure, but I think so.

Q. Going back to Exhibit 2, the retail installment contract. I believe your testimony was you could not read page 2. Is what is in front of you the actual retail installment contract you signed at Nance?

A. I'm sorry. I blanked for a minute. I was trying to remember. I know I answered the question about signing -- the previous question. I don't remember. But, I mean, we can find out whether we did or not.

Q. Would you agree with me that it is a copy of what you signed, though? It's not the original document?

A. Yeah.

Q. It's a copy because it was filed with the court, right?

A. Right.

Q. And if we go back to the first page of the retail installment contract, the bottom right-hand corner of it, if you want to pull it up. We're in Exhibit 2. Bottom right-hand corner -- very bottom right-hand corner, what does it say? Do you see what it says?

A. You're asking me what it says in the bottom corner?

Q. Yeah.

A. I believe it's somebody's signature.

Q. No, no. Past that. Down there at the very bottom.

A. Somebody's name.

Q. No. Past that too. At the very bottom.

A. You're talking about the page number?

Q. Yes. And then if you turn to the next page, is that same -- it also has a page number, right, the next page of Exhibit A?

A. I guess so.

Q. And then on the next page, there's also a page number?

A. Correct.

Q. And if we go back to the first page, would you agree with me that that page number is page 1 of 3? Is that what it says?

A. Page 1 of 3?

Q. Yes.

A. I mean, I guess, you -- yes. You can conclude that. Yes. I get it.

Q. And you have no idea how many times this agreement has been copied or maybe faxed or transmitted before it was printed and attached to your fourth amended complaint, right?

A. I'm sure we have original paper that we got from them.

Q. Do you?

A. At some point. I mean, we have this.

Q. Okay. Have you taken any efforts to find that document?

A. To find...

Q. The original?

A. This page right here?

Q. Yes.

A. I don't know. I don't think I understand that question. I mean, for what purpose? It would be the same paper.

Q. Well, right. Is it possible that the

original one could have been easier to read?

A. I don't think it is.

Q. Okay. When you look at Exhibit 3, which is the limited warranty, you would agree with me that Exhibit 3 is easier to read than exhibit -- than the retail installment contract, right?

A. It's fair to say. Yes.

Q. Would you agree with me that it is possible that the same font size is used in both agreements if we were to see the original retail installment contract?

A. I don't understand that question.

Q. It was a bad question. We'll move on. Let's go to Exhibit 10, page 0051 that your counsel asked you about.

A. Exhibit what?

Q. Ten.

A. Page?

Q. Fifty-one.

A. Okay.

Q. The e-mail right below on October 1, 2020 at 9:36 p.m., Michael Nance wrote, "Working on that extended powertrain warranty for you." Was it Nance who offered and got the extended warranty or AGCO?

A. I don't know how they come out with this.

But in conclusion, to my knowledge, it came from AGCO from Willis. Jacob Willis was confirming that the -- Michael, he probably mentioned it. But I think later on we asked for -- in writing and I think that's when Jacob Willis was confirming that, I believe. I'm not sure. To my knowledge, it came from AGCO.

Q. Are you aware that -- well, sorry. Also on this e-mail, if we go to the next page, 52, October 4, 2020. You've BCC'd a BBartlett@bartlettlawfirm.com. Do you see that?

A. Yes.

Q. Had you already engaged an attorney to represent you as of October 2020 in this case?

A. I'm not sure. No. What I think happened was -- if I try to remember -- keep in mind that it's hundreds of papers here. So I'm trying to put this together. I believe that -- I'm trying to think. I don't know if I remember that far back. I don't know. I guess I would have to look into it. I can't remember exactly why.

Q. If you don't remember, that's fine. Are you aware that during our early neutral evaluation, I personally told your counsel that the tractor was at Powell's in Westminster, South Carolina?

A. You're asking me if I'm aware that you

told my counsel at an earlier evaluation where my tractor was?

Q. Yes.

A. I don't remember. But if that happened -- if that happened, we were already at least a year into this at a minimum. So what difference would that make?

Q. Well, I'm just trying to clarify your answer to a question that your counsel asked saying that AGCO didn't say until last fall.

A. I don't -- I don't think that -- I don't think I was aware. I don't remember.

Q. Okay. Let's go back to -- keep that and go to page 69. Then I want you to keep that open, but then also pull up Exhibit 13. We're going to compare the two. So page 69 of this. We'll leave that open. And then Exhibit 13, if you go to AGCO 20. This is the e-mail your counsel asked about from Jacob Willis to Aguilar -- to you. So if you go to page 20.

A. You said page 20?

Q. Yes. You would agree with me that other than the dates, that these e-mails are exactly the same? The one date. Just July 8th.

A. The question -- repeat the question,

please.

Q. You would agree with me that the e-mail on page 69 of Exhibit 10 and the e-mail on AGCO 20 is exactly the same except for the date listed as sent at the top?

A. The e-mail appears to be the same e-mail, but the date is different. That's the -- that's the -- I stated early on it looks funny because the intention is to show that this guy, Jacob Willis, reached out to me with this e-mail on a different time/date to show that he reached out to me with the tractor. That's what this whole thing is about on that e-mail part.

Q. And does it also look funny that it's replying to an e-mail from January 4th? On AGCO 20 it's replying to an e-mail from January 4th, right?

A. I'm not sure the question. What would be the question there you're asking me?

Q. Doesn't that also seem funny?

A. Why would that look funny?

Q. Well, just like the July 8th date looks funny to you, I'm assuming.

A. No. I guess what I'm saying is this e-mail happened.

Q. Right.

A. This conversation happened. So there's no question on the e-mail.

Q. It happened on January 8th, right?

A. Huh-uh. So this e-mail happened during my tractor breaking down. This was a question and answer to the e-mail that related to the problems that were happening early on. But then later on, the days changed to me to show that he has reached out to me to make me aware of where the tractor was or to give me knowledge that he had reached out to me with the whereabouts of where my tractor is, which he didn't. And, to me, I don't know about paperwork, but, I mean, that's very, very specific. And I'm not sure why.

Q. Well, when the issue was raised to counsel, are you aware that it was explained?

A. Explained to my counsel?

Q. Yes.

A. I will let -- because I hire him, I will let him to advise me on what's best and go from whatever he thinks is best.

Q. So to ask it again: Were you aware when the issue was brought to our attention that it was explained?

A. I guess to a point, I guess, it's being

explained. I don't know. I'm not aware of that. I think that it's still an ongoing situation about why. I mean, because obviously we're here asking the same question. So I guess that's still a question. So I guess it hasn't been clarified or cleared by whoever needs to clarify that.

MR. CARROLL: Okay. No further questions.

MR. STUDEMEYER: Can we leave the record open, but go off the record for a moment?

(Off the record.)

MR. STUDEMEYER: I don't have any follow-up questions to that. Thank you.

(The witness, after having been advised of his right to read and sign this transcript, does not waive that right.)

(The deposition concluded at 5:06 p.m.)

CERTIFICATE OF REPORTER

I, Kimberly T. Power, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed by official seal this 30th day of July, 2024, at Lexington, Lexington County, South Carolina.

Kimberly T. Power, Court Reporter
My Commission Expires: 4/24/2025

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