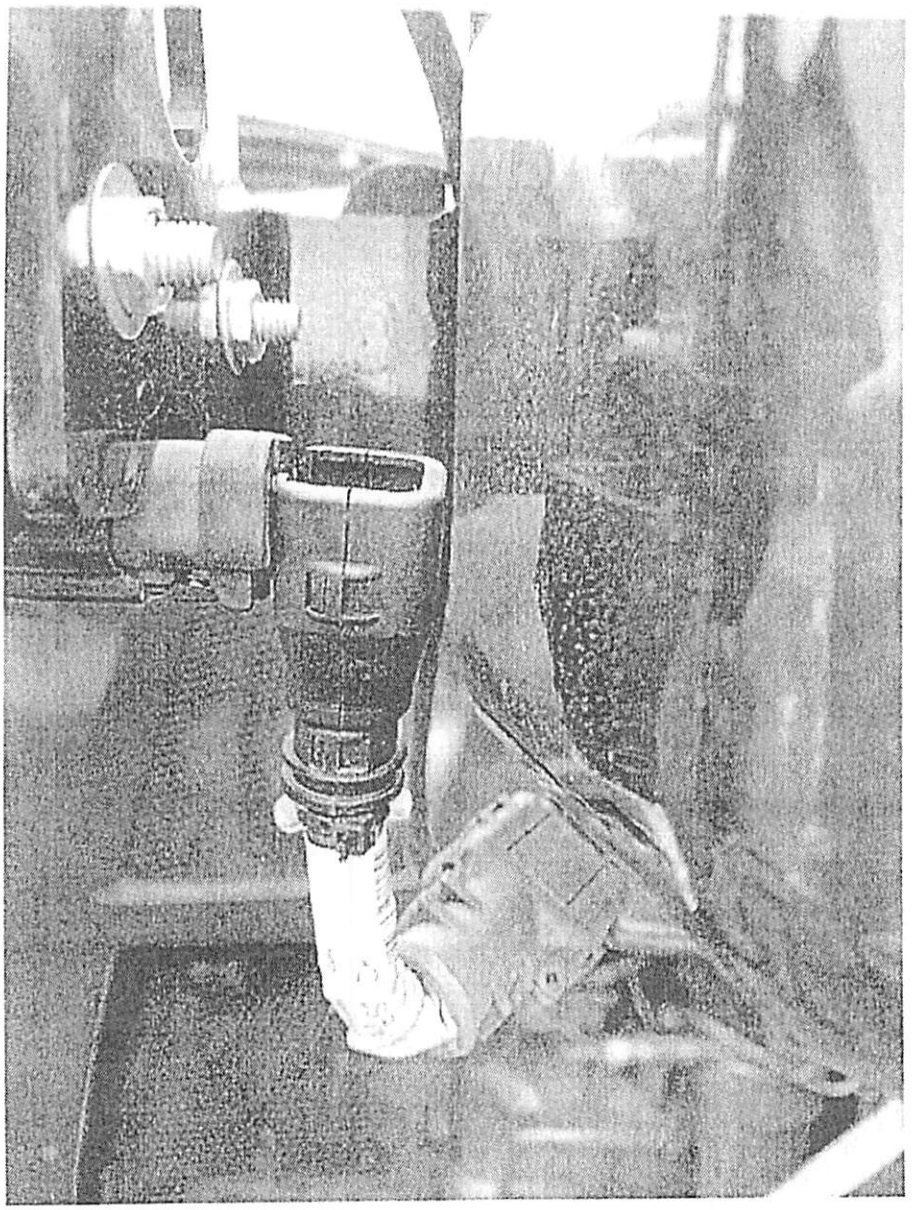
RECEIVED
Dec 22 2025
SC Court of Appeals



**To:** Michael Nance <michael@nancetractor.com>

0051

**Sent:** Friday, October 2, 2020, 05:07:32 PM EDT

**Subject:** Re: Aguilar Tractor Issues

Missed a call about sending someone to fix tractor. It is fine to do that. I will be here. Call me if you need to. Eswin 803-238-9063

Sent from my iPhone

On Oct 1, 2020, at 10:49 PM, Michael Nance <michael@nancetractor.com> wrote:

I've addressed it both verbally and monetarily with the technician. I thought it would give you piece of mind as well to have extended warranty on the powertrain with the transmission troubles you have had.

On Thu, Oct 1, 2020, 10:02 PM Eswin Aguilar <capitalstone01@yahoo.com> wrote:

> Not sure why Agco has anything to do with this. These issues are workmanship problems with the mechanic or whoever worked 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 a warranty issue.
>
> Sent from my iPhone
>
> On Oct 1, 2020, at 9:36 PM, Michael Nance <michael@nancetractor.com> wrote:
>
> Working on that and an extended powetrain warranty for you, I think we got it figured out for you today with the Agco rep.
>
> On Thu, Oct 1, 2020, 9:05 PM Eswin Aguilar <capitalstone01@yahoo.com> wrote:
>
> > Michael,
> >
> > Have not received a response to my email. I called today and you were out. Need you to call me to let me
> >
> > know what the plan is for the issues I sent you on Tuesday.
> >
> > 803-238-9063. Eswin
> >
> > Sent from my iPhone
> >
> > Begin forwarded message:
> >
> > **From:** Eswin Aguilar <capitalstone01@yahoo.com>
> > **Date:** September 29, 2020 at 12:08:09 PM EDT
> > **To:** "michael@nancetractor.com" <michael@nancetractor.com>
> > **Cc:** Eswin Aguilar <capitalstone01@yahoo.com>

Aguilar Tractor

From: Eswin Aguilar (capitalstone01@yahoo.com)
To: michael@nancetractor.com
Cc: capitalstone01@yahoo.com
Bcc: bbartlett@bartlettlawfirm.com
Date: Sunday, October 4, 2020, 10:04 AM EDT

Michael,

The Mechanic came Saturday and completed the following:

Tractor returned filthy (Red clay all over inside and out (clumps in some places) - **Not Done**
New windshield caulking clumped in places (not sealed properly and dirty) - **Added some more caulking to unsealed places on windshield, but did not remove clumps as he was trying to use a knife and I was concerned he would scratch the glass so I asked him not to do it.**
Broken glass from old windshield left all over engine area and inside tractor cab - **Not Done**
Hydraulic hoses for loader not seated in proper place (left hanging) - **Done**
Hydraulic hoses underneath tractor not seated properly (hanging) and bolts missing - **Done**
Fender not connected to bolt - **Done**
Light plugs not connected - **Done**
Right door (if sitting in tractor) bolt sticking out (not secured) - **Done but still missing a piece that locks done the bolt.**
Oil all over side and bottom of tractor (not sure if leak or just wasn't cleaned up) - **I Cleaned**
Transmission oil drain plug was not tightened - **I Did this**
Transmission oil only filled halfway (not sure if leaking) - **I filled this**
2 bolts on metal shaft plate underneath tractor missing - **Done**
Engine oil dipstick not showing any oil - **He had to add a gallon of oil (not sure why so low)**
Loader joystick loose - I did this but he checked said was okay
Tractor making buzzing sound (sounds like hydraulic issue) - Not hearing the noise right now

I need to have an extended warranty as of 9/22/20 which is the day the tractor was returned on the entire tractor and would need that in writing. Need this confirmed soon as I don't want to start using tractor and something happens.

I also would like to speak to the Agco Representative you have been dealing with. Please give me their name and number.

Eswin Aguilar

Aguilar Tractor

From: Eswin Aguilar (capitalstone01@yahoo.com)
To: michael@nancetractor.com
Cc: capitalstone01@yahoo.com
Bcc: bbartlett@bartlettlawfirm.com
Date: Tuesday, October 6, 2020, 07:21 PM EDT

Hey Michael,

The four wheel drive on the tractor is not working. I am in the process of preparing my property for the tree farm and the tractor is struggling but I have to get this done as I have a lot of trees coming to plant.

I have left a couple of messages for you to call me. Need you to call me to discuss.

Thank yuou,
Eswin Aguilar
(803) 238-9063

Re: Aguilar Tractor

From: Eswin Aguilar (capitalstone01@yahoo.com)
To: michael@nancetractor.com
Cc: capitalstone01@yahoo.com
Date: Wednesday, October 7, 2020, 02:11 PM EDT

Michael,

That is fine but I need it worked on immediately. If you feel like it will take more than a few days then, I will need a loaner tractor that is at least 40 HP or better to finish prepping my property for the tree farm. However, I do not want the tractor to be in your shop for 2 months. Need it back as soon as possible.

I did test the tractor twice by lifting the front and trying to engage the 4 wheel drive and it is not working.

This is the first time really using tractor since you brought it back and I have the following issues:

4 wheel drive not engaging/working.

Tractor is making a buzzing sound (not sure if hydraulic or power steering?)

Popping/clanking sound while driving.

Hydraulic oil meter is fluctuating up and down so I can't get a good reading.

Hydraulic system is weak and struggling with implements and loader. Overall, tractor seems weak.

I had to tighten two hydraulic lines going to front wheel drive as it was leaking oil.

Bolt lock on door was supposed to have been mailed to me and I did not receive. Need fixed.

The guy that came out Saturday to fix some of the issues used zip ties to secure the hoses that were not seated in proper place and just hanging, I need those zip ties removed and the hoses seated/secured as it should be. It did not have zip ties when I bought it.

I appreciate your immediate attention to this.

Thank you,
Eswin Aguilar
(803) 238-9063

# Re: Aguilar Tractor

From: Michael Nance (michael@nancetractor.com)

To: capitalstone01@yahoo.com

Date: Wednesday, October 7, 2020, 02:26 PM EDT

We'll pick it up Monday and put it straight in the shop when it gets back.

On Wed, Oct 7, 2020, 2:11 PM Eswin Aguilar <capitalstone01@yahoo.com> wrote:

Michael,

That is fine but I need it worked on immediately. If you feel like it will take more than a few days then, I will need a loaner tractor that is at least 40 HP or better to finish prepping my property for the tree farm. However, I do not want the tractor to be in your shop for 2 months. Need it back as soon as possible.

I did test the tractor twice by lifting the front and trying to engage the 4 wheel drive and it is not working.

This is the first time really using tractor since you brought it back and I have the following issues:

4 wheel drive not engaging/working.

Tractor is making a buzzing sound (not sure if hydraulic or power steering?)

Popping/clanking sound while driving.

Hydraulic oil meter is fluctuating up and down so I can't get a good reading.

Hydraulic system is weak and struggling with implements and loader. Overall, tractor seems weak.

I had to tighten two hydraulic lines going to front wheel drive as it was leaking oil.

Bolt lock on door was supposed to have been mailed to me and I did not receive. Need fixed.

The guy that came out Saturday to fix some of the issues used zip ties to secure the hoses that were not seated in proper place and just hanging, I need those zip ties removed and the hoses seated/secured as it should be. It did not have zip ties when I bought it.

I appreciate your immediate attention to this.

Thank you,
Eswin Aguilar
(803) 238-9063

On Wednesday, October 7, 2020, 07:40:12 AM EDT, Michael Nance <michael@nancetractor.com> wrote:

Brittany said we can get it in and bring you a tractor at least 40 hp while we're working on your tractor. If that'll work, let me know and I'll figure out something to get you one.

On Tue, Oct 6, 2020, 7:21 PM Eswin Aguilar <capitalstone01@yahoo.com> wrote:

Hey Michael,

The four wheel drive on the tractor is not working. I am in the process of preparing my property for the tree farm and the tractor is struggling but I have to get this done as I have a lot of trees coming to plant.

I have left a couple of messages for you to call me. Need you to call me to discuss.

Thank yuou,
Eswin Aguilar
(803) 238-9063

---------- Forwarded message ---------
From: Creighton Coleman <creighton@colemantolen.com>
To: Karla Cooper <karla@colemantolen.com>
Cc:
Bcc:
Date: Mon, 26 Apr 2021 14:50:39 +0000
Subject: FW: Aguilar Tractor

**From:** Eswin Aguilar <capitalstone01@yahoo.com>
**Sent:** Sunday, April 25, 2021 10:30 AM
**To:** Creighton Coleman <creighton@colemantolen.com>
**Subject:** Fw: Aguilar Tractor

----- Forwarded Message -----

**From:** Eswin Aguilar <capitalstone01@yahoo.com>

**To:** Michael Nance <michael@nancetractor.com>

**Sent:** Wednesday, October 7, 2020, 03:54:46 PM EDT

**Subject:** Re: Aguilar Tractor

Ok. Thank you

Sent from my iPhone

On Oct 7, 2020, at 2:26 PM, Michael Nance <michael@nancetractor.com> wrote:

We'll pick it up Monday and put it straight in the shop when it gets back.

On Wed, Oct 7, 2020, 2:11 PM Eswin Aguilar <capitalstone01@yahoo.com> wrote:

> Michael,
>
> That is fine but I need it worked on immediately. If you feel like it will take more than a few days then, I will need a loaner tractor that is at least 40 HP or better to finish prepping my property for the tree farm. However, I

Aguilar Tractor

From: Eswin Aguilar (capitalstone01@yahoo.com)

To: michael@nancetractor.com

Cc: canaguilar@yahoo.com

Date: Wednesday, October 14, 2020, 05:27 PM EDT

Michael,

The tractor was picked up on Monday 10/12/20 around 9:00-9:30 AM.

I spoke with Brittney yesterday and she told me that the shaft for the 4 wheel drive was not connected. I asked her to check the list I sent you as there were some other things that needed to be checked/done.

As per our discussion, if the tractor was not returned in a few days, then I would need a loaner. I have 15,000 trees coming Monday so I will need a loaner tractor by Friday the 16th so I can prepare for the trees.

Thank you,
***Eswin Aguilar***
(803) 238-9063

# MAINTENANCE WORK ORDER

NANCE TRACTOR & IMPLEMENT

450 Church St.

McConnells, SC 29726

(803) 684-5161



| CLIENT NAME | ESWIN AGUILAR | ORDER DATE | ORDER NUMBER |
|---|---|---|---|
| CLIENT PHONE | (803) 238-9063 | 10/15/2020 | WM04561 |
| WORK LOCATION | SHOP LOCATION | | |

| | |
|---|---|
| SERVICE TYPE | Warranty, No Charge |
| WORK DESCRIPTION | Fixed 4WD issue and replaced bleeder screw |
| ADDITIONAL NOTES | Service is covered under Powertrain Warranty |

| LABOR DESCRIPTION | AMOUNT |
|---|---|
| FIXED 4WD ISSUE, REPLACED BLEED SCREW | N/C |
| LABOR TOTAL | N/C |

| MATERIAL DESCRIPTION | QUANTITY | AMOUNT |
|---|---|---|
| V837079627 – BLEED SCREW | 1 | N/C |
| V837079628 – ORING | 1 | N/C |
| ACW0336560 – SLEEVE | 1 | N/C |
| 3796350M1 – SEGMENT | 1 | N/C |
| HAULING IN/OUT | 1 | N/C |
| MATERIAL TOTAL | | N/C |

| WORK ORDER COMPILED BY | BRITTANY HINSON |
|---|---|

| | |
|---|---|
| SUBTOTAL | N/C |
| TOTAL TAX | N/C |
| TOTAL | N/C |

LINER SOURCE, INC.
21102 State Road 44
Eustis, FL 32736
Toll Free: 888-812-3020
Phone: 352-357-3500
Fax: 352-357-2619
sales@linersource.com
www.linersource.com

30 Years OF Quality PLANTS

0060

# INVOICE

| DATE | INVOICE # |
|---|---|
| 10/19/20 | 460042 |
| ACCOUNT # | 9184 |

PAID 10/19/20 VISA #9407,86

BILL TO

Emerald Hills Farm LLC
2868 East Peach Road
Ridgeway, SC 29130

SHIP TO

Emerald Hills Farm LLC
2868 East Peach Road
Ridgeway, SC 29130
803-238-9063
803-217-8173

| PO NUMBER | TERMS | SALES REP | SHIP DATE | DUE DATE | SHIP VIA | TAX ID |
|---|---|---|---|---|---|---|
| 14025 | PRE-PAY | CR | 10/19/20 | 10/19/20 | FEDEX FREIGHT | |

| #TRAYS | # / TRAY | QTY | ITEM CODE | DESCRIPTION | PRICE EA | AMOUNT |
|---|---|---|---|---|---|---|
| 5 | 60 | 300 | JUNMON... | 2" JUNIPER MOONGLOW LINER | 1.50 | 450.00 |
| 5 | 60 | 300 | JUNSKYR... | 2" JUNIPER SKYROCKET LINER | 1.50 | 450.00 |
| 20 | 60 | 1,200 | ILXEAGST... | 2" ILEX EAGLESTON LINER | 0.79 | 948.00 |
| 20 | 60 | 1,200 | CRMMUS... | 2" CRAPE MYRTLE MUSKOGEE LINER | 0.55 | 660.00 |
| 10 | 60 | 600 | CRMDYN... | 2" CRAPE MYRTLE DYNAMITE LINER PP #10296 | 1.50 | 900.00 |
| 10 | 60 | 600 | JASCONF... | 2" JASMINE CONFEDERATE LINER | 0.59 | 354.00 |
| 20 | 60 | 1,200 | ARBGRN... | 2" ARBORVITAE GREEN GIANT LINER | 0.99 | 1,188.00 |
| 20 | 60 | 1,200 | ILXNEDP... | 2" ILEX NEEDLE POINT LINER | 0.59 | 708.00 |
| 20 | 60 | 1,200 | CRMNAT... | 2" CRAPE MYRTLE NATCHEZ LINER | 0.55 | 660.00 |
| 20 | 60 | 1,200 | CRMCAT... | 2" CRAPE MYRTLE CATAWBA LINER | 0.55 | 660.00 |
| 50 | 40 | 2,000 | PODMAC... | 2" PODOCARPUS MACROPHYLLUS LINER | 0.55 | 1,100.00 |
| 10 | 60 | 600 | GRAREDF... | 2" GRASS RED FOUNTAIN LINER T/C | 0.59 | 354.00 |
| | | | | Subtotal | | 8,432.00 |
| | | 105 | Box-2 | Box - 2 Tray Carton | 2.55 | 267.75 |
| | | 5 | PALLETC... | PALLET CHARGE | 6.00 | 30.00 |
| | | | SHIPPING | | 678.11 | 678.11 |
| | | | | PRO: 4883518323 | | |

| TOTAL | | PAYMENTS/CREDITS | | BALANCE DUE | |
|---|---|---|---|---|---|

*CUSTOMER SIGNATURE*

*CUSTOMER NAME (PRINT)* DATE ___/___/___

Liner Source, Inc. guarantees all plant material to arrive in good condition. Any claim (issue or condition) must be made on the Bill of Lading or Invoice at the time of receiving the plant material. Any shortage claim must be made within 24 hours of delivery or receipt of the material. All claims must be promptly documented in writing along with pictures. Claims that are not documented will not be honored. Once the material is accepted in good condition Liner Source cannot be held responsible for improper handling, maintenance, planting, damage or issue thereafter. Liner Source, Inc.'s guarantee is limited to the cost of the plant material received. Upon receiving this material, the customer has acknowledged, agreed and accepted the above conditions.

LINER SOURCE, INC.
21102 State Road 44
Eustis, FL 32736
Toll Free: 888-812-3020
Phone: 352-357-3500
Fax: 352-357-2619
sales@linersource.com
www.linersource.com

LINER SOURCE, INC. 1985 2015
30 Years OF Quality PLANTS

0061

# INVOICE

| DATE | INVOICE # |
|---|---|
| 10/19/20 | 460042 |
| ACCOUNT # | 9184 |

BILL TO

Emerald Hills Farm LLC
2868 East Peach Road
Ridgeway, SC 29130

SHIP TO

Emerald Hills Farm LLC
2868 East Peach Road
Ridgeway, SC 29130
803-238-9063
803-217-8173

| PO NUMBER | TERMS | SALES REP | SHIP DATE | DUE DATE | SHIP VIA | TAX ID |
|---|---|---|---|---|---|---|
| 14025 | PRE-PAY | CR | 10/19/20 | 10/19/20 | FEDEX FREIGHT | |

| #TRAYS | # / TRAY | QTY | ITEM CODE | DESCRIPTION | PRICE EA | AMOUNT |
|---|---|---|---|---|---|---|
| | | | ENCOREA... | ENCORE AND SOUTHERN LIVING BRANDS: PURCHASER AGREES TO SELL THE GOODS RECEIVED FROM SELLER WITH THE BRANDED MATERIALS PROVIDED BY SELLER, INCLUDING IN THE BRANDED CONTAINERS AND WITH THE LABELS AFFIXED AS PROVIDED BY SELLER. PURCHASER SHALL NOT REPACKAGE, RELABEL OR OTHERWISE MODIFY THE PACKAGING, LABELING, OR APPEARANCE OF THE GOODS. | 0.00 | 0.00 |

| TOTAL | $9,407.86 | PAYMENTS/CREDITS | $0.00 | BALANCE DUE | $9,407.86 |
|---|---|---|---|---|---|

*CUSTOMER SIGNATURE*

*CUSTOMER NAME (PRINT)* *DATE* ___/___/___

Liner Source, Inc. guarantees all plant material to arrive in good condition. Any claim (issue or condition) must be made on the Bill of Lading or Invoice at the time of receiving the plant material. Any shortage claim must be made within 24 hours of delivery or receipt of the material. All claims must be promptly documented in writing along with pictures. Claims that are not documented will not be honored. Once the material is accepted in good condition Liner Source cannot be held responsible for improper handling, maintenance, planting, damage or issue thereafter. Liner Source, Inc.'s guarantee is limited to the cost of the plant material received. Upon receiving this material, the customer has acknowledged, agreed and accepted the above conditions.

(803) 238-9063

0062

-------- Forwarded message --------
From: Creighton Coleman <creighton@colemantolen.com>
To: Karla Cooper <karla@colemantolen.com>
Cc:
Bcc:
Date: Mon, 26 Apr 2021 14:50:28 +0000
Subject: FW: Aguilar Tractor

**From:** Eswin Aguilar <capitalstone01@yahoo.com>
**Sent:** Sunday, April 25, 2021 10:31 AM
**To:** Creighton Coleman <creighton@colemantolen.com>
**Subject:** Fw: Aguilar Tractor

---- Forwarded Message ----

**From:** Michael Nance <michael@nancetractor.com>

**To:** Eswin Aguilar <capitalstone01@yahoo.com>

**Sent:** Friday, October 23, 2020, 05:46:54 PM EDT

**Subject:** Re: Fw: Aguilar Tractor

Talked to Agco rep earlier today and 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. Will let you know when I hear a time he can come.

On Fri, Oct 23, 2020, 11:37 AM Eswin Aguilar <capitalstone01@yahoo.com> wrote:

> Michael,
>
> I called Agco and spoke with the representative regarding the squealing noise I am still experiencing with the tractor since it was returned on 10/16/20. The squealing comes and goes. I

am in the process of planting my trees and I have to use the tractor. Just sending you this email to let you know what is going on. All I asked was for you to send someone out to drive the tractor so they could hear what I am hearing and figure out what is going on. It may be something simple but I need it checked because it was not happening when I purchased the tractor. 0063

I think I have been very fair in allowing you to continue to work on the tractor even though all of these issues did not happen until you had the tractor for 2 months. I have no confidence at this point.

You have not dealt with this yourself as you have had me speak to Brittney in your office. Not once have you reached out to me to see if there was anything I needed. As a representative of Massey Ferguson/Agco, I would have expected for you to be hands on in making sure that everything was done properly with a tractor that I purchased from you. I could have purchased any brand tractor from any company but I chose to do business with you.

I need my tractor problem free and I need an extended full coverage warranty as I have no faith at this point.

This is my last attempt. Let me know.

*Eswin Aguilar*

(803) 238-9063

----- Forwarded Message -----

**From:** Eswin Aguilar <capitalstone01@yahoo.com>

**To:** Michael Nance <michael@nancetractor.com>

**Sent:** Tuesday, October 20, 2020, 07:36:42 PM EDT

**Subject:** Re: Aguilar Tractor

Something is wrong. Will contact Agco. Thanks

Sent from my iPhone

On Oct 20, 2020, at 5:42 PM, Michael Nance <michael@nancetractor.com> wrote:

Is it primarily when you turn? The squeaking noise the steering wheel spinner makes when you use it threw me for a minute until I figured out what it was. Other than that, I didn't hear anything squeaking.

On Tue, Oct 20, 2020, 5:23 PM Eswin Aguilar <capitalstone01@yahoo.com> wrote:

Michael,
The tractor is still making a noise. It is worse when you turn. Squealing sound.

Need someone to come out to my house so they can see what I am talking about.

Eswin
Sent from my iPhone

-------- Forwarded message --------
From: Creighton Coleman <creighton@colemantolen.com>
To: Karla Cooper <karla@colemantolen.com>
Cc:
Bcc:
Date: Mon, 26 Apr 2021 14:50:18 +0000
Subject: FW: Aguilar Tractor

**From:** Eswin Aguilar <capitalstone01@yahoo.com>
**Sent:** Sunday, April 25, 2021 10:31 AM
**To:** Creighton Coleman <creighton@colemantolen.com>
**Subject:** Fw: Aguilar Tractor

----- Forwarded Message -----

**From:** Eswin Aguilar <capitalstone01@yahoo.com>

**To:** Michael Nance <michael@nancetractor.com>; jacob.willis@agcocorp.com <jacob.willis@agcocorp.com>

**Sent:** Tuesday, January 5, 2021, 02:11:01 PM EST

**Subject:** Fw: Aguilar Tractor

Need a response about tractor.

----- Forwarded Message -----

**From:** Eswin Aguilar <capitalstone01@yahoo.com>

**To:** Michael Nance <michael@nancetractor.com>; jacob.willis@agcocorp.com <jacob.willis@agcocorp.com>

**Sent:** Monday, January 4, 2021, 09:20:28 AM EST

**Subject:** Aguilar Tractor

0065

On Tue, Oct 20, 2020, 5:23 PM Eswin Aguilar <capitalstone01@yahoo.com> wrote:

Michael,
The tractor is still making a noise. It is worse when you turn. Squealing sound.

Need someone to come out to my house so they can see what I am talking about.

Eswin
Sent from my iPhone

-------- Forwarded message --------
From: Creighton Coleman <creighton@colemantolen.com>
To: Karla Cooper <karla@colemantolen.com>
Cc:
Bcc:
Date: Mon, 26 Apr 2021 14:50:18 +0000
Subject: FW: Aguilar Tractor

**From:** Eswin Aguilar <capitalstone01@yahoo.com>
**Sent:** Sunday, April 25, 2021 10:31 AM
**To:** Creighton Coleman <creighton@colemantolen.com>
**Subject:** Fw: Aguilar Tractor

---- Forwarded Message ----

**From:** Eswin Aguilar <capitalstone01@yahoo.com>

**To:** Michael Nance <michael@nancetractor.com>; jacob.willis@agcocorp.com <jacob.willis@agcocorp.com>

**Sent:** Tuesday, January 5, 2021, 02:11:01 PM EST

**Subject:** Fw: Aguilar Tractor

Need a response about tractor.

---- Forwarded Message ----

**From:** Eswin Aguilar <capitalstone01@yahoo.com>

**To:** Michael Nance <michael@nancetractor.com>; jacob.willis@agcocorp.com <jacob.willis@agcocorp.com>

**Sent:** Monday, January 4, 2021, 09:20:28 AM EST

**Subject:** Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

I also need a extended warranty in writing.

Eswin Aguilar

(803) 238-9063

---------- Forwarded message ---------
From: Creighton Coleman <creighton@colemantolen.com>
To: Karla Cooper <karla@colemantolen.com>
Cc:
Bcc:
Date: Mon, 26 Apr 2021 14:50:07 +0000
Subject: FW: [External] Aguilar Tractor

**From:** Eswin Aguilar <capitalstone01@yahoo.com>
**Sent:** Sunday, April 25, 2021 10:31 AM
**To:** Creighton Coleman <creighton@colemantolen.com>
**Subject:** Fw: [External] Aguilar Tractor

----- Forwarded Message -----

**From:** Willis, Jacob G. <jacob.willis@agcocorp.com>

**To:** Eswin Aguilar <capitalstone01@yahoo.com>

**Sent:** Thursday, January 14, 2021, 04:25:45 PM EST

**Subject:** RE: [External] Aguilar Tractor

Shop invoice attached.

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.

**Jacob Willis**

Fw: Aguilar Tractor

From: Eswin Aguilar (capitalstone01@yahoo.com)

To: michael@nancetractor.com; jacob.willis@agcococorp.com

Date: Tuesday, January 5, 2021, 02:07 PM EST

I have not received a response. Need an answer on tractor.

—— Forwarded Message ——
From: Eswin Aguilar <capitalstone01@yahoo.com>
To: Michael Nance <michael@nancetractor.com>; jacob.willis@agcococorp.com <jacob.willis@agcococorp.com>
Sent: Monday, January 4, 2021, 09:20:28 AM EST
Subject: Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

I also need a extended warranty in writing.

Eswin Aguilar
(803) 238-9063

Re: [External] Fw: Aguilar Tractor

From: Willis, Jacob G. (jacob.willis@agcocorp.com)

To: capitalstone01@yahoo.com

Date: Tuesday, January 5, 2021, 02:26 PM EST

I am On vacation but I'm supposed to meet them Thursday morning.

Sent from my iPhone

On Jan 5, 2021, at 2:11 PM, Eswin Aguilar <capitalstone01@yahoo.com> wrote:

Need a response about tractor.

---- Forwarded Message ----
From: Eswin Aguilar <capitalstone01@yahoo.com>
To: Michael Nance <michael@nancetractor.com>; jacob.willis@agcocorp.com <jacob.willis@agcocorp.com>
Sent: Monday, January 4, 2021, 09:20:28 AM EST
Subject: Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

I also need a extended warranty in writing.

Eswin Aguilar
(803) 238-9063

This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).

# RE: [External] Aguilar Tractor

From: Willis, Jacob G. (jacob.willis@agcocorp.com)

To: capitalstone01@yahoo.com

Date: Friday, January 8, 2021, 02:06 PM EST

I visited Nance yesterday with the Field Service Manager. 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 hope you will find it to your satisfaction.

I will provide to you in writing what was done as soon as I get that from the dealership.

We are also going to provide an enhanced warranty to extend your coverage by 1 additional year. I will provide this in writing once we have purchased it next week.

Please let me know if you have any questions, and thank you again for your patience.

Jacob Willis

404.226.8647

**From:** Eswin Aguilar [mailto:capitalstone01@yahoo.com]
**Sent:** Monday, January 4, 2021 9:20 AM
**To:** Michael Nance <michael@nancetractor.com>; Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Subject:** [External] Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

I also need a extended warranty in writing.

Eswin Aguilar

(803) 238-9063

This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any

(803) 238-9063

This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).



Tractor New CPO Used CCM.PDF
217.3kB



TechnicianNotes.docx
12.2kB

# MAINTENANCE WORK ORDER

NANCE TRACTOR & IMPLEMENT

450 Church St.

McConnells, SC 29726

(803) 684-5161



| CLIENT NAME | ESWIN AGUILAR | ORDER DATE | ORDER NUMBER |
|---|---|---|---|
| CLIENT PHONE | (803) 238-9063 | 1/8/2021 | WM04649 |
| WORK LOCATION | MET AT CUSTOMER LOCATION, FIXED AT SHOP LOCATION | | |

| | |
|---|---|
| SERVICE TYPE | Warranty, No Charge |
| WORK DESCRIPTION | Replaced hydraulic pump, flushed hydraulic system |
| ADDITIONAL NOTES | Service is covered under Powertrain Warranty |

| LABOR DESCRIPTION | AMOUNT |
|---|---|
| REPLACED HYDRAULIC PUMP, FLUSHED HYD SYSTEM | N/C |
| LABOR TOTAL | N/C |

| MATERIAL DESCRIPTION | QUANTITY | AMOUNT |
|---|---|---|
| 339322X1 – EXTERNAL RETAINING RING | 1 | N/C |
| 339437X1 – INTERNAL RETAINING RING | 1 | N/C |
| 339481X1 – ROLLER BEARNING | 1 | N/C |
| 4360266M2 – HYDRAULIC PUMP-2 | 1 | N/C |
| 4309646M1 – STRAINER | 1 | N/C |
| 4310438M2 – INDUCTIVE SENSOR | 1 | N/C |
| FREIGHT CHARGES | 1 | N/C |
| MATERIAL TOTAL | | N/C |

| WORK ORDER COMPILED BY | BRITTANY HINSON |
|---|---|

| | |
|---|---|
| SUBTOTAL | N/C |
| TOTAL TAX | N/C |
| TOTAL | N/C |

Re: [External] Aguilar Tractor

From: Eswin Aguilar (capitalstone01@yahoo.com)

To: jacob.willis@agcocorp.com

Cc: bbartlett@bartlettlawfirm.com

Date: Thursday, January 14, 2021, 01:54 PM EST

Jacob,

Thank you for the update...

This note is not acceptable. I am going to need this in writing on the Nance Tractor invoice as I have been getting in the past with parts, description, misc.

Also, given the circumstances and 5 trips to Nance, I will need the extended warranty for one year and a bumper to bumper warranty/guarantee starting from the day the tractor returned 1/12/21 from Nance tractor/Agco.

I will not being using the tractor as much because it is Winter so I will not be able to test it like I would in Spring/Summer. If the tractor has any more issues, I will need it replaced with a new one.

Eswin

On Thursday, January 14, 2021, 12:25:47 PM EST, Willis, Jacob G. <jacob.willis@agcocorp.com> wrote:

Mr. Aguilar,

Thank you again for your patience while we resolved the issues you were experiencing with your tractor.

As part of our agreement, AGCO is covering the cost of an extended warranty for your tractor. We purchased an enhanced plan that will cover your hydraulic components for another year past your standard warranty. Please see the covered component matrix attached. There is a $250 deductible association with this plan which AGCO will cover if you ever need to use it. The Contract ID for the plan is 4910149.

I have also attached the technician notes regarding the repairs that were completed. Please let us know if you have any questions.

Thank you,

Jacob Willis
404.226.8647

**From:** Eswin Aguilar [mailto:capitalstone01@yahoo.com]
**Sent:** Monday, January 4, 2021 9:20 AM
**To:** Michael Nance <michael@nancetractor.com>; Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Subject:** [External] Aguilar Tractor

I also need a extended warranty in writing.

Eswin Aguilar

(803) 238-9063

This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).

This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).



Pineda Hyd..pdf
129kB

I will not being using the tractor as much because it is Winter so I will not be able to test it like I would in Spring/Summer. If the tractor has any more issues, I will need it replaced with a new one.

Eswin

On Thursday, January 14, 2021, 12:25:47 PM EST, Willis, Jacob G. <jacob.willis@agcocorp.com> wrote:

Mr. Aguilar,

Thank you again for your patience while we resolved the issues you were experiencing with your tractor.

As part of our agreement, AGCO is covering the cost of an extended warranty for your tractor. We purchased an enhanced plan that will cover your hydraulic components for another year past your standard warranty. Please see the covered component matrix attached. There is a $250 deductible associated with this plan which AGCO will cover if you ever need to use it. The Contract ID for the plan is 4910149.

I have also attached the technician notes regarding the repairs that were completed. Please let us know if you have any questions.

Thank you,

Jacob Willis

404.226.8647

**From:** Eswin Aguilar [mailto:capitalstone01@yahoo.com]
**Sent:** Monday, January 4, 2021 9:20 AM
**To:** Michael Nance <michael@nancetractor.com>; Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Subject:** [External] Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

RE: [External] Aguilar Tractor

From: Willis, Jacob G. (jacob.willis@agcocorp.com)

To: capitalstone01@yahoo.com

Date: Thursday, January 14, 2021, 04:25 PM EST

Shop invoice attached.

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.

**Jacob Willis**

Account Manager
**AGCO Corporation**
Cell: 404.226.8647
4205 River Green Parkway
Duluth, GA 30096-2568 USA
jacob.willis@AGCOcorp.com

**From:** Eswin Aguilar [mailto:capitalstone01@yahoo.com]
**Sent:** Thursday, January 14, 2021 1:54 PM
**To:** Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Cc:** Bart Bartlett <bbartlett@bartlettlawfirm.com>
**Subject:** Re: [External] Aguilar Tractor

Jacob,

Thank you for the update...

This note is not acceptable. I am going to need this in writing on the Nance Tractor invoice as I have been getting in the past with parts, description, misc.

Also, given the circumstances and 5 trips to Nance, I will need the extended warranty for one year and a bumper to bumper warranty/guarantee starting from the day the tractor returned 1/12/21 from Nance tractor/Agco.

# COVERED COMPONENT MATRIX

## NEW / CERTIFIED PRE-OWNED / USED EQUIPMENT PLAN

## TRACTORS

*This plan excludes protection for any component that is not listed on the Covered Component Matrix, including any resulting or collateral damages to a "covered component" that is caused by or results from the failure of a component not listed on the Covered Component Matrix for the Plan Option selected. In the event of an eligible failure, the deductible will be applied once per visit. Please see Terms and Conditions documents, as issued, for Complete Plan Details.*

### Basic — New / Used

- Core Engine *(Except Hang-On Attachments & Mounting Brackets)*
- Engine Lubrication System *(Excludes Oil and Oil Filter)*
- Engine Fan and Flywheel *(Includes Fan Clutch and Bearing) (Excludes Tensioners and Pulleys)*
- Engine Drive-Line Coupler
- Engine Water Pump and Water Temperature Regulator
- Fuel Injection Components *(High Pressure)*
- Fuel System Components Including Fuel Pump, Fuel Rail and Lines, Fuel Injectors, Lift Pump and Fuel Filter Base *(Excludes Filters, Low Pressure Lines/Hoses, Fuel Tanks and Fuel Caps)*
- Turbo Air Induction and Exhaust System *(Excludes Muffler, Hoses/Tubes, Exhaust Stack and Air Filter)*
- Engine Electronic Controls and Sensors
- Transmission
- Transmission Oil Pumps, Valves, Controls, Sensors & Switches *(Includes Joystick and ECU)*
- Hydro Propel Pumps, Motors, Controls, Sensors and Lines/Hoses *(Power - Ground Engaging Only)*
- Creeper Drive Components, Controls and Sensors
- Non-Powered Front Axles *(Wheeled Machines Only, Excludes all Track Components)*
- Power Take Off *(PTO)* Internal Components, Controls and Sensors
- Final Drives and Drive Axles *(Wheeled Machines Only, Excludes all Track Components)*
- Differential Steering Components, Controls & Sensors *(Track Tractors Only)*
- Drive-Line Shafts, U-Joints, Transfer Gears and Differential

### Enhanced — New
### – all components listed under the Basic Plan, plus...

- Air Conditioning Compressor, Condenser, Dryer, Evaporator and Connecting Lines *(Excludes Drain Hoses & Fittings)*
- Hydraulic Tanks, Pumps, Oil Coolers, Motors, Controls and Sensors *(Includes Joystick and Electronic Controllers) (Excludes Hydraulic Cap)*
- Hydraulic Valves, Cylinders, Accumulators, Hoses/Lines, Quick Couplers and Swivels
- Hydraulic Oil Filter Bases *(Excludes Filter)*
- Engine Starting Aid, Starter, Alternator Engine Block Heater
- Fuel Tanks and Tank Attached Fuel Lines and Fuel Sender
- Engine Radiator, Coolant Reservoir and Coolant Hoses/Lines *(Excludes Pressure Caps)*
- Internal Wet Brakes and Clutches for Hydraulic, Mechanical and Air Assist (Excludes any Normal Wear)
- Cab Main Frame and Cab Suspension
- ROPS, FOPS and Back-Up Alarm

### Ultimate — New / CPO
### – all components listed under the Basic and Enhanced Plans, plus...

- Electronic Control Units *(ECU)*
- Electric Motors
- Electronic Transmission and Powertrain
- Controllers
- A/C Compressor Clutch
- Temperature Control Programmers and Heater Valves *(Electronic Controlled Valves)*
- Switches
- Senders
- Sensors
- Solenoids
- Gauges
- Display
- Wiring Harnesses
- GPS Receiver, Antenna, Telemetry Module & Monitor *(if factory or dealer installed and purchased through AGCO Parts, sold at time of retail purchase, with serial # registered with APP Contract)*
- 4 Hours of Travel Time per Repair (Excludes CPO)]*

* Note: *For each Travel Reimbursement request AGCO Protection will pay up to four (4) hours of labor for travel time per eligible repair, regardless of the actual travel time or number of trips required to complete the repair. (Please see the Dealer Procedure Manual for complete plan details)*

Exclusions

Filters, Belts, Lubricants, Antifreeze, Breathers, Batteries, Loose/Broken bolts, Gas Struts, Brackets, Hardware, Electrical Components **Not** Listed Above, Dry Clutches, Hose Chafing, Wear Items, Hawkeye and License Agreements, Adjustments, and Software Downloads and Updates.

Claim Requirements

REQUIREMENT: Minimum document upload for all Claims $10,000 or greater:

- Photos of the damaged parts
- Copy of finished invoice / work order with dated timestamps

Claims over $25,000 will require a third-party inspection prior to start of repair. Dealer MUST set up 3rd Party Inspection directly at claims@agcoprotection.com &/or by calling (888)349-0167.

*(Please submit all requested documents using the Document Uploads button available in your claim on the Dealer Portal)*

MAY_2020_TRACTOR_NEW_CPO_USED_CCM

MASSEY FERGUSON

450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

SOLD TO
AGUI01 AGUILAR-PINEDA
2868 EAST PEACH RD.
RIDGEWAY, SC 29130

SHIP TO

MF MF4707 SN: MC040EJ5236016 HR .0 W:99
Sold By: TM PO #: 4707 TRANSMISSIO Date 1/14/21 WORK ORDER WM04649
Ship By: Tax #: 15:49:36 PRT: 5 Open

| Tax | D | Qty | Description | Price | Amount |
|---|---|---|---|---|---|

STEERING WHINE

REMOVED HOOD TO GET TO POWER STEARING. REMOVED HYDRAULIC HOSES FROM POWER STEARING BLOWED LINES OUT AND REINSTALLED THEM. JACKED MAACHINE UP AND REMOVED REAR TIRE TO GET TO HYDRAULIC PUMP. REMOVED ALL LINES GOING TO PUMP. REMOVED FILTER HOUSING. REMOVED PUMP BOLTS AND PUMP HOUSING. REMOVED PUMP FROM HOUSING. REMOVED GEAR FROM PUMP. INSTALLED GEAR ON NEW PUMP.

OULLED MACHINE IN SHOP. REMOVED ALL HYDRAULIC LINES FROM CYLINDERS ON FRONT END LOADER AND BLOWED OUT WITH AIR HOSE INSTALLED LINES BACK ON CYLINDERS. REMOVER LINES FROM STEARING VAULVE AND CYLINDER BLOW OUT WITH AND AND REINSTALLED THEM. REMOVED LINES FROM HYDRAULIC PUMP AND REAR LIFT VAULE AND BLOWED THEM OUT. REMOVED REAR VAULE AND TOOK APART BLOWING IT OUT AND PUT BACK TOGETHER. REMOVED HYDRAULIC PUMP HOUSING TO CHANGE PUMP OUT. CLEANED HYDRAULIC FLUID STRAINER AND REINSTALLED. INSTALLED NEW HYDRAULIC FILTER. FILLED WITH NEW HYDRAULIC OIL. RUN TRACTOR AND RECHECKED FLUID. BLEAD THE REAR BRAKES. RUN TRACTOR TO GET UP TO TEMP AND LISTENED TO PUMP STILL HAS ALITTLE NOISE TO IT SO I STARTED ANOTHER 4710 TRACTOR AND RUN IT TO SEE HOW IT SOUNDED AND IT SOUNDED THE SAME TO ME SO I HAD MICHEAL CHECK IT WITH ME AND HE FELT IT WAS OK BUT TO HAVE DAVE COME CHECK IT OUT TOO. PARKED TRACTOR BESIDE THE SHOP.

REMOVED HOOD TO GET TO POWER STEARING. REMOVED HYDRAULIC HOSES FROM POWER STEARING BLOWED LINES OUT AND REINSTALLED THEM. JACKED MAACHINE UP AND REMOVED REAR TIRE TO GET TO HYDRAULIC PUMP. REMOVED ALL LINES GOING TO PUMP. REMOVED FILTER HOUSING. REMOVED PUMP BOLTS AND PUMP HOUSING. REMOVED PUMP FROM HOUSING. REMOVED GEAR FROM PUMP. INSTALLED GEAR ON NEW PUMP.

OULLED MACHINE IN SHOP. REMOVED ALL HYDRAULIC LINES FROM CYLINDERS ON FRONT END LOADER AND BLOWED OUT WITH AIR HOSE INSTALLED LINES BACK ON CYLINDERS. REMOVER LINES FROM STEARING VAULVE AND CYLINDER BLOW OUT WITH AND AND REINSTALLED THEM. REMOVED LINES FROM HYDRAULIC PUMP AND REAR LIFT VAULE AND BLOWED THEM OUT. REMOVED REAR VAULE AND TOOK APART BLOWING IT OUT AND PUT BACK TOGETHER. REMOVED HYDRAULIC PUMP HOUSING TO CHANGE PUMP OUT. CLEANED HYDRAULIC FLUID STRAINER AND REINSTALLED. INSTALLED NEW HYDRAULIC FILTER. FILLED WITH NEW HYDRAULIC OIL. RUN TRACTOR AND RECHECKED FLUID. BLEAD THE REAR BRAKES. RUN TRACTOR TO GET UP TO TEMP AND LISTENED TO PUMP STILL HAS ALITTLE NOISE TO IT SO I STARTED ANOTHER 4710 TRACTOR AND RUN IT TO SEE HOW IT SOUNDED AND IT SOUNDED THE SAME TO ME SO I HAD MICHEAL CHECK IT WITH ME AND HE FELT IT WAS OK BUT TO HAVE DAVE COME CHECK IT OUT TOO. PARKED TRACTOR BESIDE THE SHOP.

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

Page 1 Continued on next page

PAY THIS AMOUNT

MASSEY FERGUSON

450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

SOLD TO
AGUI01 AGUILAR--PINEDA
2868 EAST PEACH RD.
RIDGEWAY, SC 29130

SHIP TO

MF MF4707 SN: MC040EJ5236016 HR .0 W:99
Sold By: TM PO #: 4707 TRANSMISSIO Date 1/14/21 WORK ORDER WM04649
Ship By: Tax #: 15:49:36 PRT: 5 Open

| Tax | D | Qty | Description | | Price | Amount |
|---|---|---|---|---|---|---|
| | | | REMOVED HOOD TO GET TO POWER STEARING. REMOVED HYDRAULIC HOSES FROM POWER STEARING BLOWED LINES OUT AND REINSTALLED THEM. JACKED MAACHINE UP AND REMOVED REAR TIRE TO GET TO HYDRAULIC PUMP. REMOVED ALL LINES GOING TO PUMP. REMOVED FILTER HOUSING. REMOVED PUMP BOLTS AND PUMP HOUSING. REMOVED PUMP FROM HOUSING. REMOVED GEAR FROM PUMP. INSTALLED GEAR ON NEW PUMP. | | | |
| | | | PARTS COUNTER | | | |
| | | 00000 1 | AGC 4314932M1 | COVER GASKE | 154.56 | 154.56 |
| | | | CUSTOMER LABOR | | | |
| | | | | ** TOTAL CUSTOMER LABOR | | 2783.75 |
| | | | PARTS COUNTER | | | |
| | | 00000 1 | AGC 4309646M1 | STRAINER E7F | 77.17 | 77.17 |
| | | | PARTS COUNTER | | | |
| | | 00000 1 | AGC 4309229M1 | FILTER ELEM F6L5/F5A | 82.32 | 82.32 |
| | | 00000 1 | AGC 4360266M2 | HYDRAULIC P | 738.35 | 738.35 |
| | | 00000 1 | AGC 4314932M1 | COVER GASKE | 154.56 | 154.56 |
| | | | | ** TOTAL PARTS COUNTER | | 975.23 |
| | | | FREIGHT PARTS | | | |
| | | 00000 | SHIPPING | | | 18.71 |

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

** SUBTOTAL 4009.42

X_____ Charge Sale

Phone: (803)238-9063
Page 2 Last Page

PAY THIS AMOUNT $4009.42

# Aguilar Tractor - Not Working

From: Eswin Aguilar (capitalstone01@yahoo.com)

To: jacob.willis@agcocorp.com

Cc: michael@nancetractor.com; capitalstone01@yahoo.com

Bcc: bbartlett@bartlettlawfirm.com

Date: Wednesday, April 21, 2021, 10:06 AM EDT

Jacob,

I used the tractor for the first time this weekend to cut the grass. This was the first time using 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 and in the middle of watering my trees, the tractor stopped/locked up (would not go any further). It gave me a warning sign so I turned off the tractor. I looked under tractor and it looks like it is leaking a lot oily substance.

I have had nothing but problems with this tractor and I do not have faith in your products any more.

I am requesting a full refund of $57,101.76 and $10,000 for the bush hog. I do not want to use the bush hog on another brand of tractor and at this point it breaking as well. I am also requesting another $5,000.00 for the aggravation I have been through and losing some of my trees that I was not able to plant because of the tractor breaking down.

**Total refund $72,101.76.** I need this immediately so I can purchase another tractor as I am ordering more trees to plant.

Eswin Aguilar
2868 E Peach Rd
Ridgeway SC 29130
(803) 238-9063

# Fwd: Aguilar Tractor - Not Working

From: Eswin Aguilar (capitalstone01@yahoo.com)

To: jacob.willis@agcocorp.com

Date: Thursday, April 22, 2021, 01:36 PM EDT

Jacob
Tried to call you. I am out of my tractor again and this 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 has handled I cannot afford to be without a tractor.
I need a phone call today. Eswin
803-238-9063

Sent from my iPhone

Begin forwarded message:

**From:** Eswin Aguilar <capitalstone01@yahoo.com>
**Date:** April 21, 2021 at 10:06:39 AM EDT
**To:** "Jacob G. Willis" <jacob.willis@agcocorp.com>
**Cc:** Michael Nance <michael@nancetractor.com>, Eswin Aguilar <capitalstone01@yahoo.com>
**Subject: Aguilar Tractor - Not Working**
**Reply-To:** Eswin Aguilar <capitalstone01@yahoo.com>

Jacob,

I used the tractor for the first time this weekend to cut the grass. This was the first time using 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 and in the middle of watering my trees, the tractor stopped/locked up (would not go any further). It gave me a warning sign so I turned off the tractor. I looked under tractor and it looks like it is leaking a lot oily substance.

I have had nothing but problems with this tractor and I do not have faith in your products any more.

I am requesting a full refund of $57,101.76 and $10,000 for the bush hog. I do not want to use the bush hog on another brand of tractor and at this point it breaking as well. I am also requesting another $5,000.00 for the aggravation I have been through and losing some of my trees that I was not able to plant because of the tractor breaking down.

**Total refund $72,101.76.** I need this immediately so I can purchase another tractor as I am ordering more trees to plant.

Eswin Aguilar
2868 E Peach Rd
Ridgeway SC 29130
(803) 238-9063

**4/29/2019** **Purchased MF Tractor/Bush Hog from Nance Tractor and delivered to home by Andy.**
**10/9/2019** Tractor broke down. Picked up for Error Code and was told it needed and update.
**1/1/2020** Tractor Returned and did not use until after Winter.
**3/1/2020** Moved into house on Peach Rd. Starting cutting grass with tractor around April 2020.
**7/20/2020** Tractor broke down. Picked up for same Error Code.
9/7/2020 Called Nance Tractor for update and was told mechanic broke plate and windshield and waiting on parts. Also short a Mechanic and behind in work.
9/7/2020 Spoke to Michael Nance about how long it was taking to fix the tractor and he said he did not want the our tractor in his shop as he wasn't making money with it taking up space and that he was upset that he had to pay for windshield out of pocket. No update.
**9/22/2020** Tractor Returned. Mechanic had to remove engine to evaluate and broke windshield
Tractor was returned with parts not plugged in, glass all in engine, hoses not seated.
Lights not connect, bolts missing, transmission plug not tight, no oil, lights not, oil all over engine, joystick loader loose, fenders not seated, windshield glue a mess and not secure.
Rec'd invoice and $6997.80 worth of work done to tractgor for Error Code.
9/29/2020 Sent email with pictures to Michael Nance of how tractor was returned. No Response.
10/1/2020 Called Michael Nance twice and left messages - No response at 7:21 PM was not in office.
10/3/2020 Sent a guy (not a Mechanic) to Property to fix the issues from 9/22/2020
10/4/2020 Sent email to Michael Nance with update on guy he sent to fix 9/22/2020 issues as there were still things not done. No Reponse.
10/6/2020 Called Michael Nance twice and left messages - No response at 7:21 PM
10/6/2020 Sent email to Michael Nance to let him know that the 4 Wheel Drive not Working.
10/7/2020 Email from Michael Nance stating sending loaner. Will pick up tractor Monday 12th
**10/12/2020** Tractor Picked Up for 4 Wheel Drive not Working,Buzzing Sound, Popping Noise
Struggling with implements, Hydraulic Oil fluctuating.
10/14/2020 No Loaner has been sent from Nance Tractor.

10/14/2020 Spoke to Brittney in Nance Office and said 4 Wheel drive shaft not connected and she will send loaner if not returned in few days.

**10/16/2020** Tractor returned and still making squealing noise.

10/20/2020 Sent email to Michael Nance about squealing noise and he said sound was normal. Refused any other solution and had to contact Agco to get help with tractor. Agco rep (not Jacob) David? came out and said tractor was never updated. He updated and calibrated the tractor. Rep said noise was not normal and needed to go back to shop and could be Hydraulic Pump.

10/23/2020 Sent email to Michael Nance with update. No Response.

**10/30/2020** Called and spoke to Brittney at Nance and she had tractor picked up and sent a Loaner soon after.

1/4/2021 Sent email for update on tractor. No Response.

1/5/2021 Sent another email asking for update. Email from Jacob/Agco was on Vacation.

1/8/2021 Rec'd email from Jacob/Agco stating tractor was reviewed and will be returned next couple of days.

**1/10/2021** Tractor Returned. Was told it was reviewed by Agco Tech and was fixed.

1/14/2021 Sent email to Jacob/Agco asking for a invoice for work done on tractor. Explained can't use tractor until spring. Asked for a better warranty and was told no.

4/21/2021 Tractor Broke Down - Stopped while watering trees, Error Code. significate amount of oil leaking upper part of tractor. Asked for Refund of Tractor and no response.

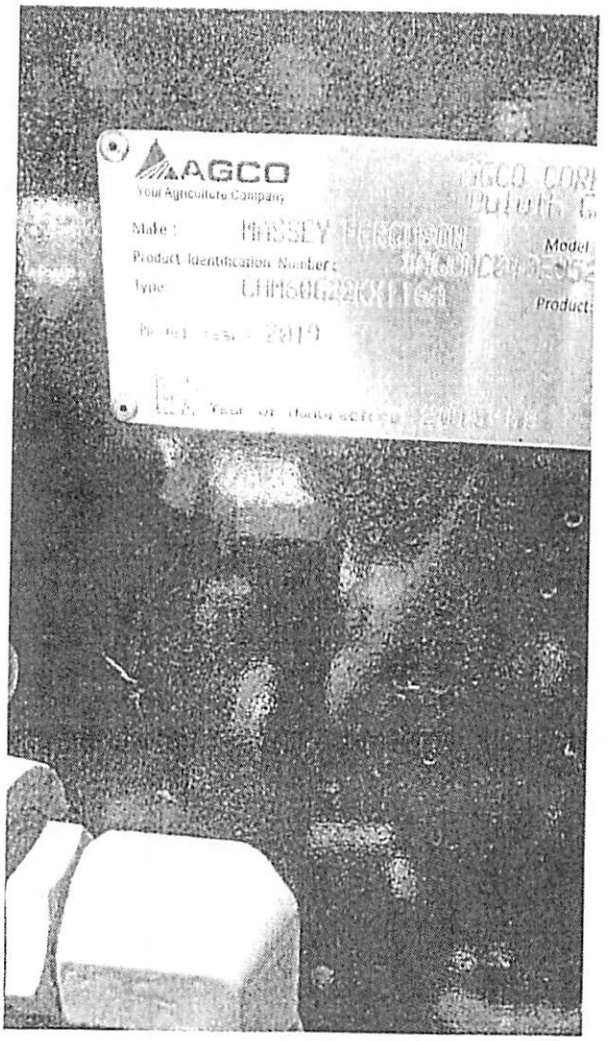
4/22/2021 Called Jacob Willis/Agco - No Answer (Sent Email to Jacob Willis and Michael Nance) - No response from Michael Nance.

4/22/2021 Jacob Willis called after sending another email and said he would have tractor picked up and get me a loaner.

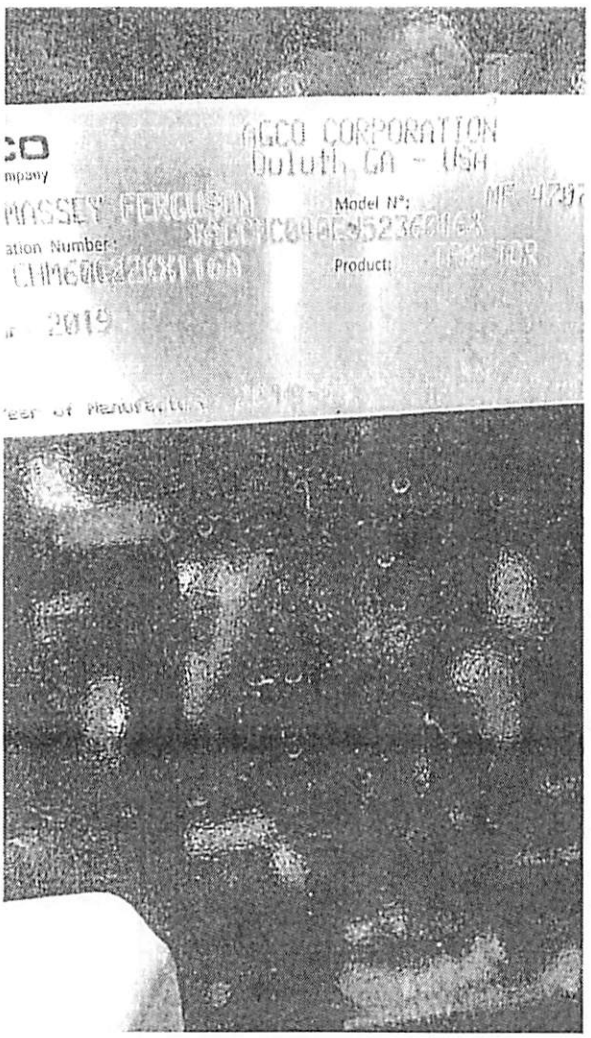
4/26/2021 Tractor has not been picked up and No Loaner has been Brought

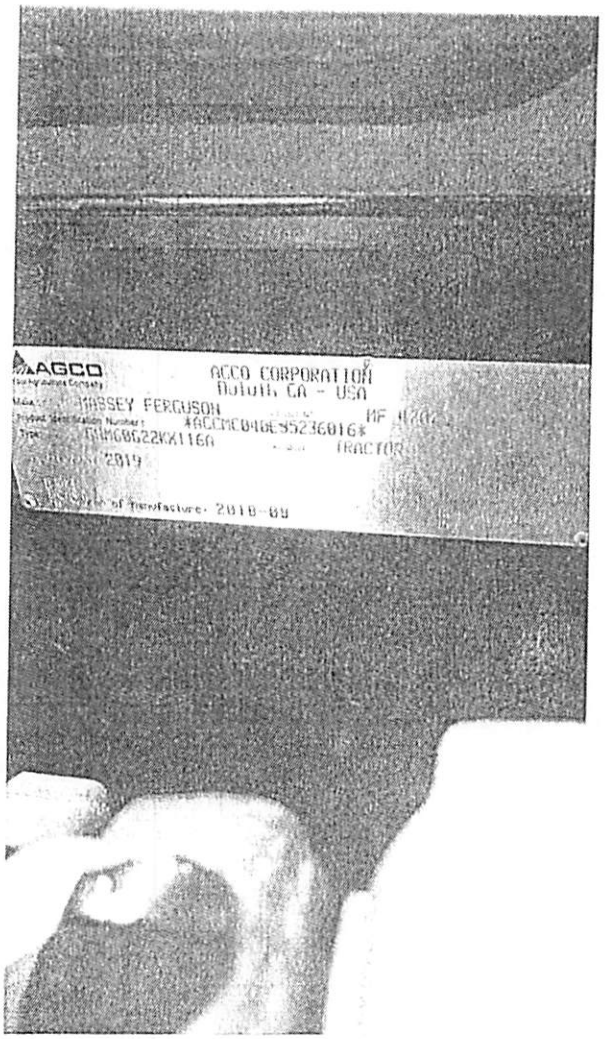
4/26/2021 Met with Creighton Coleman Attorney

4/27/2021 Tractor has not been picked up and No Loaner has been brought.


AGCO
Your Agriculture Company
Make :
Product Identification Number :
Type :
Model
Product

0084


AGCO CORPORATION
Duluth, GA - USA
MASSEY FERGUSON
Model N°:
Product:
2019


AGCO
AGCO CORPORATION
Duluth, GA - USA
MASSEY FERGUSON
TRACTOR
2019
Month of manufacture: 2018-09

| PLANTS DESCRIPTIONS | PLANT QNT | PLANT PRICES | | LAND PREPARATION | MATERIALS FOR TREES |
|---|---|---|---|---|---|
| Red fountain grass | # 600 | | $0.59 | 1st. Kill grass on 3 acres | PESTICIDES |
| Jasmine confederate | # 600 | | $0.59 | 2nd Chisel plow 3 acres | Drips irrigation lines 24,000 linear feet |
| Podocarpus | # 2000 | | $0.55 | 3th. Disc plow 3 acres | Drip irrigation misters # 11,600 |
| Ilex needle point holly | # 1200 | | $0.59 | 4th. Till the ground 3 acres | Drip irrigation micro stakes # 3,000 |
| Ilex Eaglestone holly | # 1200 | | $0.79 | 5th. Ground tilling of 120 ground roll lines/ raised ground beds | Drip irrigation female end fittings # 120 |
| Crape myrtle Natchez | # 1200 | | $0.55 | 6th.hand planted 11,600 trees | Drip irrigation couplings # 120 |
| Crape myrtle Catawba | # 1200 | | $0.55 | 7th.watering planted trees with tractor till tractor broke down | wood stakes to hold irrigation end lines # 120 |
| Crape myrtle Muskogee | # 1200 | | $0.55 | 8th. Install all drip irrigation lines to all 120 roll lines of planted trees between time when watering trees with tractor | Lesco fertilizer #20 (40lb) bags |
| Crape myrtle dynamite | # 600 | | $1.50 | 9th. Try to manage to water trees with garden hose for 1 month 3 weeks | |
| Juniper Skyrocket | # 300 | | $1.50 | 10th. Manually clearing/cultivate the ground in order to keep trees clean of weeds | |
| Juniper Moonglow | # 300 | | $1.50 | Install fertilizer to all planted trees | |
| Green giant arborvitae | # 1200 | | $0.99 | Manually install # 11,600 drips misters | |
| | | | | Manually install all drip lines couplings, end caps and female connectors. | |
| Total trees | # 11,600 | Total cost: $9,725.75 | | Estimated work value: $92,000.00 | Material cost value : $ 16,500.00 |
| | | | | | Overall total cost: $ 118,225.75 |

Eswin Aguilar - Emerald Hills Farm LLC

Planted Trees/Shrubs in November 2020 - Plant Sell Value by Year

| Description | Qty | Year 1 | Y1 Sell Amt | Year 2 | Y2 Sell Amt | Year 3 | Y3 Sell Amt | Year 4 | Y4 Sell Amt |
|---|---|---|---|---|---|---|---|---|---|
| Juniper Moonglow | 300 | $ 50.00 | $ 15,000.00 | $ 100.00 | $ 30,000.00 | $ 120.00 | $ 36,000.00 | $ 280.00 | $ 84,000.00 |
| Juniper Skyrocket | 300 | $ 39.00 | $ 11,700.00 | $ 70.00 | $ 21,000.00 | $ 140.00 | $ 42,000.00 | $ 250.00 | $ 75,000.00 |
| Ilex Eagleston Holly | 1200 | $ 26.00 | $ 31,200.00 | $ 80.00 | $ 96,000.00 | $ 105.00 | $ 126,000.00 | $ 260.00 | $ 312,000.00 |
| Crepe Myrtle Muskogee | 1200 | $ 35.00 | $ 42,000.00 | $ 110.00 | $ 132,000.00 | $ 170.00 | $ 204,000.00 | $ 228.00 | $ 273,600.00 |
| Crepe Myrtle Dynamite | 600 | $ 32.00 | $ 19,200.00 | $ 70.00 | $ 42,000.00 | $ 90.00 | $ 54,000.00 | $ 240.00 | $ 144,000.00 |
| Jasmine Confederate | 600 | $ 36.00 | $ 21,600.00 | | $ - | | $ - | | $ - |
| Arborvitae Geen Giant | 1200 | $ 38.00 | $ 45,600.00 | $ 65.00 | $ 78,000.00 | $ 125.00 | $ 150,000.00 | $ 325.00 | $ 390,000.00 |
| Ilex Needle Point Holly | 1200 | $ 30.00 | $ 36,000.00 | $ 62.00 | $ 74,400.00 | $ 94.00 | $ 112,800.00 | $ 360.00 | $ 432,000.00 |
| Crepe Myrtle Natchez | 1200 | $ 32.00 | $ 38,400.00 | $ 70.00 | $ 84,000.00 | $ 118.00 | $ 141,600.00 | $ 224.00 | $ 268,800.00 |
| Crepe Myrtle Catawba | 1200 | $ 32.00 | $ 38,400.00 | $ 74.00 | $ 88,800.00 | $ 130.00 | $ 156,000.00 | $ 219.00 | $ 262,800.00 |
| Podocarpus Macrophyllus | 2000 | $ 22.00 | $ 44,000.00 | $ 123.00 | $ 246,000.00 | $ 284.00 | $ 568,000.00 | $ 345.00 | $ 690,000.00 |
| Grass Red Fountain | 600 | $ 30.00 | $ 18,000.00 | | $ - | | $ - | | $ - |
| | 11600 | | $ 361,100.00 | | $ 892,200.00 | | $ 1,590,400.00 | | $ 2,932,200.00 |

Eswin Aguilar - Emerald Hills Farm LLC

Plant Trees/Shrubs in November 2021 - Plant Sell Value by Year

| Description | Qty | Year 1 | Y1 Sell Amt | Year 2 | Y2 Sell Amt | Year 3 | Y3 Sell Amt | Year 4 | Y4 Sell Amt |
|---|---|---|---|---|---|---|---|---|---|
| Liriope Mondo | 800 | $ 50.00 | $ 40,000.00 | $ 100.00 | $ 80,000.00 | $ 120.00 | $ 96,000.00 | $ 280.00 | $ 224,000.00 |
| Yucca Color Guard | 600 | $ 55.00 | $ 33,000.00 | $ 70.00 | $ 42,000.00 | $ 140.00 | $ 84,000.00 | $ 250.00 | $ 150,000.00 |
| Grass Muhly | 840 | $ 80.00 | $ 67,200.00 | $ 80.00 | $ 67,200.00 | $ 105.00 | $ 88,200.00 | $ 260.00 | $ 218,400.00 |
| Red Yucca | 600 | $ 30.00 | $ 18,000.00 | $ 110.00 | $ 66,000.00 | $ 170.00 | $ 102,000.00 | $ 228.00 | $ 136,800.00 |
| Cypress Carolina Sapphire | 900 | $ 70.00 | $ 63,000.00 | $ 110.00 | $ 99,000.00 | $ 90.00 | $ 81,000.00 | $ 240.00 | $ 216,000.00 |
| | 3740 | | $ 221,200.00 | | $ 354,200.00 | | $ 451,200.00 | | $ 945,200.00 |

South Carolina SC USA DRIVER'S LICENSE



12/10/1980

NOT FOR FEDERAL IDENTIFICATION

4d DL#: 011288694
1 AGUILAR PINEDA
2 ESWIN ARIEL
8 2868 E PEACH RD
RIDGEWAY, SC 29130-7778
3 DOB: 12/10/1980
4a Issued: 12/10/2019
4b Expires: 12/10/2027

15 Sex M 16 Hgt: 5'-03"
17 Wgt: 168 lb 18 Eyes: BLK
9 Class: D 9a End: None
12 Restrictions: None

5 DD 2003000302284185270



Governor



SOUTH CAROLINA
CONCEALED WEAPONS PERMIT

ESWIN A AGUILAR PINEDA
2868 E PEACH RD
RIDGEWAY SC 291307778
Issued: 05/29/2019

CWP# 00537250
Expires 05/29/2024

DOB 12/10/1980
Hgt: 63
Wgt: 168

Race: H
Sex: M

South Carolina
Law Enforcement Division

Chief

verizon

PO BOX 489
NEWARK, NJ 07101-0489

0090

**Billing period**
Dec 7, 2019 - Jan 6, 2020

**Account number**
825827979-00001

**Invoice number**
7951751708

**Payment due date**
Jan 29, 2020

PINEDA AGUILAR
238 RIMER ROND RD
BLYTHEWOOD, SC 29016

00363217
Q101

**Pay your bill online, fast and easy**

When you're ready to pay, visit go.vzw.com/paybill.

# Your January bill is $260.63

It's due on Jan 29, 2020.

| | |
|---|---|
| Balance forward | $0.00 |
| **Pineda Aguilar**<br>803-238-9063 | $110.63 |
| **Pineda Aguilar**<br>803-386-5485 | $150.00 |
| | $260.63 |

1/22/20 CS

## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

The total amount due for this month includes surcharges of $5.32 and taxes and gov fees of $3.86. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

# Your January bill is $0.10 lower than last month's.

Your January bill of $260.63 is due on Jan 29, 2020. You can see a full breakdown of all this month's charges on go.vzw.com/mybill.




**Billing period**
Dec 7, 2019 - Jan 6, 2020

**Account number**
825827979-00001

COLR700A 1154 5011 125 07 20200109 PG 1 OF 3
00363217 35260437.16 0-1

## Changes this month

| | Dec | Jan | Change |
|---|---|---|---|
| **Pineda Aguilar** 803.238.9063 | $110.68 | $110.63 | ↓ $0.05 |
| Surcharges | $2.71 | $2.66 | ↓ $0.04 |
| **Pineda Aguilar** 803.386.5485 | $150.05 | $150.00 | ↓ $0.05 |
| Surcharges | $2.71 | $2.66 | ↓ $0.04 |
| | **Change total** | | ↓ $0.10 |

## Balance forward from last bill

| | |
|---|---|
| Previous balance (through Dec 6) | $260.73 |
| Payment received - Thank you (Dec 19) | -$260.73 |
| **Total balance forward** | **$0.00** |

## Understand your bill

**Understand "Changes this month"**

These changes are why your amount due is different than last month. For example, if you changed your plan or added a line, you'll see partial-month charges reflected in this table. The table will not display if you have no changes.

**Surcharges**

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on go.vzw.com/mybill.

**Taxes and gov fees**

We are required by law to collect these charges, which are based on your service address. You can update your service address on go.vzw.com/changeaddress.

**Late fee**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of $5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

verizon

**Billing period**
Dec 7, 2019 - Jan 6, 2020

**Account number**
825827979-00001

# Additional information

## Customer Proprietary Network Information (CPNI)

CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services, such as television, telematics, high-speed Internet, video, and local and long distance services. Visit Verizon.com for more information on our services and companies.

If you don't want your CPNI used for the marketing purposes described above, please notify us by phone any time at 800.333.9956 or online at vzw.com/myprivacy.

Unless you notify us in one of these ways, we may use your CPNI as described above beginning 30 days after the first time we notify you of this CPNI policy. Your choice will remain valid until you notify us that you wish to change your selection. Your decision about use of your CPNI will not affect the provision of any services you currently have with us.

Note: This CPNI notice does not apply to residents of the state of Arizona.

## Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. **Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.**

## Bankruptcy Information

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy charges. You should not pay pre-bankruptcy amounts; they are for your information only. In the event Verizon receives notice of a bankruptcy filing, pre-bankruptcy charges will be adjusted in future invoices. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

## Late Payment Information

A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law. Failure to pay bills on time may result in negative credit reporting.

## No-cost Feature Information

If your service plan includes an optional, no-cost feature (for example, some plans include a no-cost Apple Music option), electing this feature may affect the taxes, governmental fees, and governmental surcharges that we bill and collect, even though your service plan price does not change.

## FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On January 1, the FUSC decreased to 6.15% percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges decreased to 21.2% percent. For more details, please call 1-888-684-1888.

verizon

0093

**Billing period**
Dec 7, 2019 - Jan 6, 2020

**Account number**
825827979-00001

# You've got options.

We have all sorts of ways to pay so that you can pick the one that's right for you.

### Pay with the My Verizon app
You can download the My Verizon app at go.vzw.com/mva in both the App Store and Google Play.

### Pay online at vzw.com
Go to go.vzw.com/paybill and sign in to My Verizon to pay your bill online.

### Pay by phone: #PMT (#768)
Simply dial #PMT on your phone and follow the instructions to pay.

---

verizon

PINEDA AGUILAR
238 RIMER ROND RD
BLYTHEWOOD, SC 29016

| | |
|---|---|
| **Bill date** | January 06, 2020 |
| **Account number** | 825827979-00001 |
| **Invoice number** | 7951751708 |

**Total Amount Due by January 29, 2020**

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$260.63**

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

79517517080108258279790000100000026063000000260633

To opt out, call 1.866.544.0401.

COLR708A 1154 5011 125 07 20200109 PG 3 OF 3
0056217 35260437.16 0-1

Questions? Visit go.vzw.com/contactus or call 1.800.922.0204.

Change your address at go.vzw.com/changeaddress

Written notations included with or on your payment will not be reviewed or honored.
Please send correspondence to:
Verizon Attn: Correspondence Team
PO Box 408
Newark, NJ 07101-0408

---

**Automatic Payment Enrollment for Account 825827979-00001 PINEDA AGUILAR**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

**1. Check this box.** **2. Sign name in box below, as shown on the bill and date.** **3. Return this slip with your payment. Do not send a voided check.**









verizon✓
PO BOX 489
NEWARK, NJ 07101-0489

0095

**Billing period**
Mar 7, 2020 - Apr 6, 2020

**Account number**
825827979-00001

**Invoice number**
7992591385

**Payment due date**
Apr 28, 2020

**Pay your bill online, fast and easy**

When you're ready to pay, visit go.vzw.com/paybill.

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

00039631
Q104

4/22/20
CS

# Your April bill is $260.22

It's due on Apr 28, 2020.

**View a full breakdown of this month's charges on go.vzw.com/mybill**

| | |
|---|---|
| Balance forward | $0.00 |
| **Pineda Aguilar**<br>803-238-9063 | $110.43 |
| **Pineda Aguilar**<br>803-386-5485 | -$52.93 |
| **Pineda Aguilar**<br>803-517-8173 | $202.72 |
| | **$260.22** |

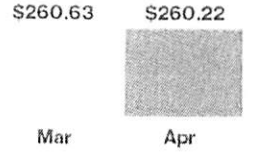
## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

The total amount due for this month includes surcharges of **$5.24** and taxes and gov fees of **$3.53**. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

# Your April bill is $0.41 lower than last month's.

Your April bill of $260.22 is due on Apr 28, 2020. You can see a full breakdown of all this month's charges on go.vzw.com/mybill.




**Billing period**
Mar 7, 2020 - Apr 6, 2020

**Account number**
825827979-00001

## Balance forward from last bill

| | |
|---|---|
| Previous balance (through Mar 6) | $260.63 |
| Payment received - Thank you (Mar 23) | -$260.63 |
| **Total balance forward** | $0.00 |

## Understand your bill

**Surcharges**

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on go.vzw.com/mybill.

**Taxes and gov fees**

We are required by law to collect these charges, which are based on your service address. You can update your service address on go.vzw.com/changeaddress.

**Late fee**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of $5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

verizon✓

**Billing period**
Mar 7, 2020 - Apr 6, 2020

**Account number**
825827979-00001

# Pineda Aguilar

**803.386.5485**
**iPhone XS Max**

## Talk activity

| Date | Time | Number | Origination | Destination | Min. | Airtime Charges | LD/Other Charges | Total |
|---|---|---|---|---|---|---|---|---|
| Mar 7 | 8:40 AM | 803.727.6153 | Blythewood, SC | Columbia, SC | 39 | -- | -- | -- |
| Mar 7 | 12:34 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 4 | -- | -- | -- |
| Mar 7 | 12:39 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 7 | 12:48 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 7 | 1:06 PM | 803.457.1985 | Blythewood, SC | Columbia, SC | 49 | -- | -- | -- |
| Mar 7 | 2:19 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 82 | -- | -- | -- |
| Mar 7 | 2:24 PM | 803.238.9063 | Blythewood, SC | Incoming, CL | 2 | -- | -- | -- |
| Mar 7 | 3:41 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 16 | -- | -- | -- |
| Mar 7 | 4:57 PM | 800.727.9077 | Ridgeway, SC | Toll-Free, CL | 5 | -- | -- | -- |
| Mar 7 | 5:20 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 13 | -- | -- | -- |
| Mar 8 | 11:01 AM | 800.631.6000 | Winnsboro, SC | Toll-Free, CL | 27 | -- | -- | -- |
| Mar 8 | 12:08 PM | 800.657.8205 | Ridgeway, SC | Toll-Free, CL | 1 | -- | -- | -- |
| Mar 8 | 12:35 PM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 8 | 6:14 PM | 803.628.8834 | Blythewood, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 8 | 6:14 PM | 803.628.8834 | Blythewood, SC | York, SC | 5 | -- | -- | -- |
| Mar 9 | 8:45 AM | 803.206.9881 | Blythewood, SC | Columbia, SC | 14 | -- | -- | -- |
| Mar 9 | 8:59 AM | 803.497.8283 | Ridgeway, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 9 | 9:01 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 9 | 9:09 AM | 803.727.6153 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 9 | 9:18 AM | 803.497.8283 | Blythewood, SC | Incoming, CL | 6 | -- | -- | -- |
| Mar 9 | 9:25 AM | 803.665.6562 | Blythewood, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 9 | 10:00 AM | 803.238.9063 | Blythewood, SC | Incoming, CL | 21 | -- | -- | -- |
| Mar 9 | 10:21 AM | 803.238.9063 | Blythewood, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 9 | 11:17 AM | 803.665.6562 | Ridgeway, SC | Incoming, CL | 6 | -- | -- | -- |
| Mar 9 | 11:22 AM | 803.238.9063 | Blythewood, SC | Incoming, CL | 12 | -- | -- | -- |
| Mar 9 | 11:35 AM | 803.727.6153 | Blythewood, SC | Columbia, SC | 14 | -- | -- | -- |
| Mar 9 | 12:46 PM | 803.206.9881 | Blythewood, SC | Incoming, CL | 7 | -- | -- | -- |
| Mar 9 | 12:55 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 7 | -- | -- | -- |
| Mar 9 | 1:31 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 5 | -- | -- | -- |
| Mar 9 | 1:55 PM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 9 | 2:02 PM | 844.702.3199 | Ridgeway, SC | Toll-Free, CL | 35 | -- | -- | -- |
| Mar 9 | 3:29 PM | 803.708.1007 | Ridgeway, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 9 | 4:00 PM | 803.206.9881 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 9 | 4:14 PM | 803.356.2351 | Ridgeway, SC | Lexington, SC | 4 | -- | -- | -- |
| Mar 9 | 4:19 PM | 803.783.1583 | Ridgeway, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 9 | 5:37 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 9 | 6:10 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 9 | 6:43 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 9 | 6:44 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 2 | -- | -- | -- |
| Mar 9 | 8:42 PM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 10 | 9:17 AM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 47 | -- | -- | -- |
| Mar 10 | 1:27 PM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 3 | -- | -- | -- |

verizon

Billing period
Mar 7, 2020 - Apr 6, 2020

Account number
825827979-00001

COLR700A 1154 5011 125 07 20200409 PG 2 OF 6
00039531 36032819.2 0-0

# Pineda Aguilar

**803.386.5485**
**iPhone XS Max**

## Talk activity (cont.)

| Date | Time | Number | Origination | Destination | Min. | Airtime Charges | LD/Other Charges | Total |
|---|---|---|---|---|---|---|---|---|
| Mar 10 | 1:30 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 4 | -- | -- | -- |
| Mar 10 | 1:44 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 10 | 1:51 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 2 | -- | -- | -- |
| Mar 10 | 3:28 PM | 803.206.9881 | Lexington, SC | Columbia, SC | 12 | -- | -- | -- |
| Mar 10 | 3:50 PM | 803.732.0963 | West Colum, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 10 | 3:53 PM | 803.727.6153 | West Colum, SC | Columbia, SC | 7 | -- | -- | -- |
| Mar 10 | 4:03 PM | 803.732.0963 | West Colum, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 10 | 5:05 PM | 803.628.8834 | Blythewood, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 10 | 5:06 PM | 803.628.8834 | Blythewood, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 10 | 5:07 PM | 803.628.8834 | Blythewood, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 10 | 5:07 PM | 803.628.8834 | Winnsboro, SC | Incoming, CL | 9 | -- | -- | -- |
| Mar 10 | 5:52 PM | 803.238.9063 | Winnsboro, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 10 | 6:06 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 10 | 6:07 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 11 | 7:33 AM | 803.206.9881 | Ridgeway, SC | Columbia, SC | 14 | -- | -- | -- |
| Mar 11 | 8:46 AM | 803.727.6153 | Blythewood, SC | Columbia, SC | 43 | -- | -- | -- |
| Mar 11 | 9:35 AM | 678.658.0893 | Blythewood, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 11 | 9:38 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 11 | 9:52 AM | 803.274.6839 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 11 | 9:58 AM | 334.740.3099 | Blythewood, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 11 | 10:16 AM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 11 | 10:18 AM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 7 | -- | -- | -- |
| Mar 11 | 10:32 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 11 | 10:34 AM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 4 | -- | -- | -- |
| Mar 11 | 10:40 AM | 803.238.9063 | Blythewood, SC | Incoming, CL | 13 | -- | -- | -- |
| Mar 11 | 10:53 AM | 803.727.6153 | Blythewood, SC | Columbia, SC | 8 | -- | -- | -- |
| Mar 11 | 11:00 AM | 803.238.9063 | Blythewood, SC | Columbia, SC | 10 | -- | -- | -- |
| Mar 11 | 12:36 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 5 | -- | -- | -- |
| Mar 11 | 12:41 PM | 803.727.6153 | Ridgeway, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 11 | 1:00 PM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 11 | 1:51 PM | 803.206.9881 | Blythewood, SC | Columbia, SC | 4 | -- | -- | -- |
| Mar 11 | 1:55 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 11 | 1:56 PM | 803.497.8283 | Blythewood, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 11 | 2:00 PM | 803.786.4610 | Columbia, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 11 | 2:12 PM | 803.665.6562 | Columbia, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 11 | 2:17 PM | 803.665.6562 | Columbia, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 11 | 2:28 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 11 | 2:30 PM | 803.497.8283 | Blythewood, SC | Incoming, CL | 11 | -- | -- | -- |
| Mar 11 | 2:41 PM | 803.727.6153 | Blythewood, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 11 | 2:44 PM | 803.727.6153 | Blythewood, SC | Incoming, CL | 3 | -- | -- | -- |

verizon✓

Billing period
Mar 7, 2020 - Apr 6, 2020

Account number
825827979-00001

# Pineda Aguilar

803.386.5485
iPhone XS Max

## Talk activity (cont.)

| Date | Time | Number | Origination | Destination | Min. | Airtime Charges | LD/Other Charges | Total |
|---|---|---|---|---|---|---|---|---|
| Mar 11 | 2:47 PM | 803.699.7564 | Ridgeway, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 11 | 3:07 PM | 803.726.6300 | Blythewood, SC | Columbia, SC | 7 | -- | -- | -- |
| Mar 11 | 3:12 PM | 803.497.8283 | Blythewood, SC | Incoming, CL | 5 | -- | -- | -- |
| Mar 11 | 3:17 PM | 803.726.6300 | Blythewood, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 11 | 3:50 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 9 | -- | -- | -- |
| Mar 11 | 4:52 PM | 800.631.5000 | Ridgeway, SC | Toll-Free, CL | 30 | -- | -- | -- |
| Mar 11 | 4:58 PM | 803.732.0663 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 11 | 7:06 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 3 | -- | -- | -- |
| Mar 11 | 7:11 PM | 803.238.9063 | Blythewood, SC | Incoming, CL | 6 | -- | -- | -- |
| Mar 11 | 7:24 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 2 | -- | -- | -- |
| Mar 11 | 7:39 PM | 803.677.0844 | Ridgeway, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 11 | 7:41 PM | 803.677.0844 | Ridgeway, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 11 | 7:41 PM | 803.628.8834 | Ridgeway, SC | York, SC | 6 | -- | -- | -- |
| Mar 11 | 7:51 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 4 | -- | -- | -- |
| Mar 11 | 8:39 PM | 803.727.6153 | Ridgeway, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 12 | 8:47 AM | 803.665.6562 | Ridgeway, SC | Incoming, CL | 3 | -- | -- | -- |
| Mar 12 | 10:46 AM | 803.238.9063 | Irmo, SC | Columbia, SC | 4 | -- | -- | -- |
| Mar 12 | 10:49 AM | 803.238.9063 | Lexington, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 12 | 10:50 AM | 803.238.9063 | Lexington, SC | Incoming, CL | 2 | -- | -- | -- |
| Mar 12 | 12:33 PM | 800.829.6372 | Ridgeway, SC | Toll-Free, CL | 4 | -- | -- | -- |
| Mar 12 | 12:38 PM | 803.726.6300 | Ridgeway, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 12 | 12:40 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 12 | 12:42 PM | 803.628.8834 | Ridgeway, SC | York, SC | 6 | -- | -- | -- |
| Mar 12 | 12:47 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 19 | -- | -- | -- |
| Mar 12 | 3:18 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 12 | 3:28 PM | 803.935.8410 | Ridgeway, SC | Incoming, CL | 2 | -- | -- | -- |
| Mar 12 | 6:40 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 12 | 6:43 PM | 803.238.9063 | Blythewood, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 12 | 6:49 PM | 803.238.9063 | Blythewood, SC | Incoming, CL | 32 | -- | -- | -- |
| Mar 12 | 7:28 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 13 | 9:13 AM | 855.694.2837 | Ridgeway, SC | Toll-Free, CL | 1 | -- | -- | -- |
| Mar 13 | 9:48 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 13 | 9:50 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 13 | 9:51 AM | 866.263.8325 | Ridgeway, SC | Toll-Free, CL | 3 | -- | -- | -- |
| Mar 13 | 9:56 AM | 866.263.8325 | Ridgeway, SC | Toll-Free, CL | 11 | -- | -- | -- |
| Mar 13 | 10:06 AM | 800.463.3339 | Ridgeway, SC | Incoming, CL | 5 | -- | -- | -- |
| Mar 13 | 10:10 AM | 803.386.4254 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 13 | 11:12 AM | 855.694.2837 | Ridgeway, SC | Toll-Free, CL | 2 | -- | -- | -- |
| Mar 13 | 11:18 AM | 803.528.4890 | Ridgeway, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 13 | 11:20 AM | 855.694.2837 | Ridgeway, SC | Toll-Free, CL | 21 | -- | -- | -- |

verizon✓

**Billing period**
Mar 7, 2020 - Apr 6, 2020

**Account number**
825827979-00001

C0L2700A 1154 5011 125 07 20200409 PG 3 OF 6
00039631 36032819.2 0-0

# Pineda Aguilar

**803.386.5485**
**IPhone XS Max**

## Talk activity (cont.)

| Date | Time | Number | Origination | Destination | Min. | Airtime Charges | LD/Other Charges | Total |
|---|---|---|---|---|---|---|---|---|
| Mar 13 | 11:41 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 5 | -- | -- | -- |
| Mar 13 | 11:57 AM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 32 | -- | -- | -- |
| Mar 13 | 12:28 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 13 | 12:32 PM | 803.628.8834 | Blythewood, SC | York, SC | 10 | -- | -- | -- |
| Mar 13 | 1:02 PM | 803.665.6562 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 13 | 1:03 PM | 803.665.6562 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 13 | 2:32 PM | 803.238.9063 | Blythewood, SC | Incoming, CL | 4 | -- | -- | -- |
| Mar 13 | 2:48 PM | 803.935.8410 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 13 | 2:49 PM | 803.528.4890 | Winnsboro, SC | Columbia, SC | 5 | -- | -- | -- |
| Mar 13 | 4:16 PM | 803.238.9063 | Blythewood, SC | Incoming, CL | 4 | -- | -- | -- |
| Mar 13 | 4:34 PM | 803.238.9063 | Winnsboro, SC | Incoming, CL | 34 | -- | -- | -- |
| Mar 13 | 5:11 PM | 972.231.1999 | Ridgeway, SC | Incoming, CL | 2 | -- | -- | -- |
| Mar 14 | 10:34 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 14 | 10:49 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 19 | -- | -- | -- |
| Mar 14 | 11:57 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 14 | 11:59 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 14 | 2:02 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 14 | 3:21 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 14 | 3:49 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 14 | 3:51 PM | 972.231.1999 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 14 | 4:21 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 14 | 6:37 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 15 | 12:34 PM | 800.463.3339 | Ridgeway, SC | Toll-Free, CL | 3 | -- | -- | -- |
| Mar 15 | 12:37 PM | 800.463.3339 | Ridgeway, SC | Toll-Free, CL | 5 | -- | -- | -- |
| Mar 16 | 9:52 AM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 3 | -- | -- | -- |
| Mar 16 | 10:56 AM | 803.386.9888 | Blythewood, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 16 | 1:55 PM | 803.635.9486 | Blythewood, SC | Winnsboro, SC | 1 | -- | -- | -- |
| Mar 16 | 2:03 PM | 803.635.9486 | Ridgeway, SC | Winnsboro, SC | 2 | -- | -- | -- |
| Mar 16 | 2:05 PM | 803.337.2914 | Ridgeway, SC | Ridgeway, SC | 14 | -- | -- | -- |
| Mar 16 | 2:33 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 11 | -- | -- | -- |
| Mar 16 | 2:45 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 4 | -- | -- | -- |
| Mar 16 | 2:48 PM | 803.635.9486 | Ridgeway, SC | Winnsboro, SC | 1 | -- | -- | -- |
| Mar 16 | 2:49 PM | 803.337.2914 | Ridgeway, SC | Ridgeway, SC | 5 | -- | -- | -- |
| Mar 16 | 2:57 PM | 800.275.8777 | Ridgeway, SC | Toll-Free, CL | 4 | -- | -- | -- |
| Mar 16 | 3:03 PM | 800.275.8777 | Ridgeway, SC | Toll-Free, CL | 1 | -- | -- | -- |
| Mar 16 | 3:03 PM | 800.522.9085 | Ridgeway, SC | Toll-Free, CL | 4 | -- | -- | -- |
| Mar 16 | 3:07 PM | 803.926.6387 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 16 | 3:08 PM | 803.926.6389 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 16 | 3:08 PM | 803.926.6387 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 16 | 3:12 PM | 803.926.6469 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |

verizon✓

**Billing period**
Mar 7, 2020 - Apr 6, 2020

**Account number**
825827979-00001

# Pineda Aguilar

**803.386.5485**
**iPhone XS Max**

## Talk activity (cont.)

| Date | Time | Number | Origination | Destination | Min. | Airtime Charges | LD/Other Charges | Total |
|---|---|---|---|---|---|---|---|---|
| Mar 16 | 3:14 PM | 803.337.2914 | Ridgeway, SC | Incoming, CL | 5 | -- | -- | -- |
| Mar 16 | 3:22 PM | 803.635.5268 | Blythewood, SC | Winnsboro, SC | 1 | -- | -- | -- |
| Mar 16 | 3:23 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 16 | 3:32 PM | 803.238.9063 | Blythewood, SC | Incoming, CL | 25 | -- | -- | -- |
| Mar 16 | 4:03 PM | 972.231.1989 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 16 | 7:34 PM | 803.635.5268 | Ridgeway, SC | Incoming, CL | 10 | -- | -- | -- |
| Mar 17 | 10:22 AM | 803.386.4254 | Ridgeway, SC | Incoming, CL | 5 | -- | -- | -- |
| Mar 17 | 10:44 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 17 | 11:07 AM | 803.206.9881 | Ridgeway, SC | Incoming, CL | 3 | -- | -- | -- |
| Mar 17 | 11:14 AM | 803.402.5164 | Ridgeway, SC | Winnsboro, SC | 3 | -- | -- | -- |
| Mar 17 | 11:32 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 17 | 12:08 PM | 803.628.8834 | Ridgeway, SC | York, SC | 17 | -- | -- | -- |
| Mar 17 | 12:25 PM | 803.628.8834 | Ridgeway, SC | Incoming, CL | 19 | -- | -- | -- |
| Mar 17 | 1:29 PM | 803.402.5164 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 17 | 2:00 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 25 | -- | -- | -- |
| Mar 17 | 2:50 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 17 | 2:52 PM | 803.497.8283 | Blythewood, SC | Columbia, SC | 15 | -- | -- | -- |
| Mar 17 | 3:19 PM | 803.727.6153 | Columbia, SC | Columbia, SC | 8 | -- | -- | -- |
| Mar 18 | 10:23 AM | 803.628.8834 | Ridgeway, SC | York, SC | 11 | -- | -- | -- |
| Mar 18 | 11:05 AM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 25 | -- | -- | -- |
| Mar 18 | 11:36 AM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 7 | -- | -- | -- |
| Mar 18 | 11:46 AM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 7 | -- | -- | -- |
| Mar 18 | 12:35 PM | 803.628.8834 | Ridgeway, SC | Incoming, CL | 23 | -- | -- | -- |
| Mar 18 | 1:44 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 25 | -- | -- | -- |
| Mar 18 | 3:15 PM | 803.783.5110 | Blythewood, SC | Columbia, SC | 9 | -- | -- | -- |
| Mar 18 | 3:24 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 18 | 4:07 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 7 | -- | -- | -- |
| Mar 18 | 4:36 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 1 | -- | -- | -- |
| Mar 19 | 9:17 AM | 803.635.6985 | Ridgeway, SC | Winnsboro, SC | 1 | -- | -- | -- |
| Mar 19 | 9:17 AM | 803.635.3113 | Ridgeway, SC | Winnsboro, SC | 2 | -- | -- | -- |
| Mar 19 | 9:35 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 19 | 10:10 AM | 803.635.6255 | Ridgeway, SC | Winnsboro, SC | 2 | -- | -- | -- |
| Mar 19 | 10:12 AM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 94 | -- | -- | -- |
| Mar 19 | 11:46 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 19 | 11:48 AM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 19 | 11:53 AM | 803.628.8834 | Ridgeway, SC | York, SC | 22 | -- | -- | -- |
| Mar 19 | 12:25 PM | 803.727.6153 | Ridgeway, SC | Incoming, CL | 11 | -- | -- | -- |
| Mar 19 | 1:21 PM | 803.935.8410 | Blythewood, SC | Incoming, CL | 2 | -- | -- | -- |
| Mar 19 | 1:23 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 4 | -- | -- | -- |
| Mar 19 | 1:27 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |

verizon

Billing period
Mar 7, 2020 - Apr 6, 2020

Account number
825827979-00001

COLR706A 1154 5011 125 07 20200405 PG 4 OF 6
00039631 356328819.2 0-0

# Pineda Aguilar

**803.386.5485**
**iPhone XS Max**

## Talk activity (cont.)

| Date | Time | Number | Origination | Destination | Min. | Airtime Charges | LD/Other Charges | Total |
|---|---|---|---|---|---|---|---|---|
| Mar 19 | 2:40 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 19 | 2:51 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 19 | 4:10 PM | 803.238.9063 | Blythewood, SC | Incoming, CL | 14 | -- | -- | -- |
| Mar 19 | 4:24 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 10 | -- | -- | -- |
| Mar 19 | 4:34 PM | 803.206.9881 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 19 | 4:40 PM | 803.754.9409 | Blythewood, SC | Columbia, SC | 8 | -- | -- | -- |
| Mar 19 | 5:26 PM | 803.206.9881 | Blythewood, SC | Incoming, CL | 60 | -- | -- | -- |
| Mar 19 | 6:27 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 4 | -- | -- | -- |
| Mar 19 | 6:31 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 17 | -- | -- | -- |
| Mar 19 | 7:04 PM | 803.238.9063 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 19 | 11:24 PM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 10 | -- | -- | -- |
| Mar 20 | 8:54 AM | 803.238.9063 | Blythewood, SC | Incoming, CL | 2 | -- | -- | -- |
| Mar 20 | 9:33 AM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 24 | -- | -- | -- |
| Mar 20 | 10:21 AM | 803.497.8283 | Ridgeway, SC | VM Deposit, CL | 1 | -- | -- | -- |
| Mar 20 | 10:22 AM | 803.628.8834 | Ridgeway, SC | York, SC | 15 | -- | -- | -- |
| Mar 20 | 10:36 AM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 10 | -- | -- | -- |
| Mar 20 | 10:47 AM | 844.505.7663 | Ridgeway, SC | Toll-Free, CL | 2 | -- | -- | -- |
| Mar 20 | 10:49 AM | 803.767.2310 | Ridgeway, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 20 | 10:58 AM | 803.767.2310 | Blythewood, SC | Incoming, CL | 2 | -- | -- | -- |
| Mar 20 | 11:00 AM | 803.849.8868 | Blythewood, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 20 | 11:06 AM | 803.206.9881 | Ridgeway, SC | Columbia, SC | 15 | -- | -- | -- |
| Mar 20 | 11:38 AM | 803.783.5111 | Ridgeway, SC | Incoming, CL | 3 | -- | -- | -- |
| Mar 20 | 12:25 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 20 | 12:51 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 20 | 1:18 PM | 803.238.9063 | Ridgeway, SC | Incoming, CL | 13 | -- | -- | -- |
| Mar 20 | 1:32 PM | 800.921.8101 | Blythewood, SC | Toll-Free, CL | 2 | -- | -- | -- |
| Mar 20 | 1:35 PM | 800.921.8101 | Ridgeway, SC | Toll-Free, CL | 20 | -- | -- | -- |
| Mar 20 | 1:54 PM | 803.238.9063 | Ridgeway, SC | Columbia, SC | 4 | -- | -- | -- |
| Mar 20 | 2:07 PM | 803.238.9063 | Blythewood, SC | Incoming, CL | 8 | -- | -- | -- |
| Mar 20 | 3:21 PM | 803.238.9063 | Columbia, SC | Columbia, SC | 1 | -- | -- | -- |
| Mar 20 | 3:26 PM | 803.727.6153 | Blythewood, SC | Columbia, SC | 2 | -- | -- | -- |
| Mar 20 | 5:58 PM | 803.238.9063 | Winnsboro, SC | Columbia, SC | 3 | -- | -- | -- |
| Mar 20 | 6:58 PM | 803.727.6153 | Ridgeway, SC | Columbia, SC | 9 | -- | -- | -- |

verizon✓

**Billing period**
Mar 7, 2020 - Apr 6, 2020

**Account number**
825827979-00001

# Additional information

## Customer Proprietary Network Information (CPNI)

CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services, such as television, telematics, high-speed Internet, video, and local and long distance services. Visit Verizon.com for more information on our services and companies.

If you don't want your CPNI used for the marketing purposes described above, please notify us by phone any time at 800.333.9956 or online at vzw.com/myprivacy.

Unless you notify us in one of these ways, we may use your CPNI as described above beginning 30 days after the first time we notify you of this CPNI policy. Your choice will remain valid until you notify us that you wish to change your selection. Your decision about use of your CPNI will not affect the provision of any services you currently have with us.

Note: This CPNI notice does not apply to residents of the state of Arizona.

## Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. **Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.**

## Bankruptcy Information

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy charges. You should not pay pre-bankruptcy amounts; they are for your information only. In the event Verizon receives notice of a bankruptcy filing, pre-bankruptcy charges will be adjusted in future invoices. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

## Late Payment Information

A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law. Failure to pay bills on time may result in negative credit reporting.

## No-cost Feature Information

If your service plan includes an optional, no-cost feature (for example, some plans include a no-cost Apple Music option), electing this feature may affect the taxes, governmental fees, and governmental surcharges that we bill and collect, even though your service plan price does not change.

## FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On January 1, the FUSC decreased to 5.67% percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges decreased to 19.6% percent. For more details, please call 1-888-684-1888.

verizon

**Billing period**
Mar 7, 2020 - Apr 6, 2020

**Account number**
825827979-00001

# You've got options.

We have all sorts of ways to pay so that you can pick the one that's right for you.

## Pay with the My Verizon app

You can download the My Verizon app at go.vzw.com/mva in both the App Store and Google Play.

## Pay online at vzw.com

Go to go.vzw.com/paybill and sign in to My Verizon to pay your bill online.

## Pay by phone: #PMT (#768)

Simply dial #PMT on your phone and follow the instructions to pay.

---

verizon

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

| | |
|---|---|
| **Bill date** | April 06, 2020 |
| **Account number** | 825827979-00001 |
| **Invoice number** | 7992591385 |

**Total Amount Due by April 28, 2020**

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$260.22**

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

79925913850108258279790000100000026022000000260223

EDLR708A 1154 5011 125 07 20200409 PG 6 OF 6
00039631 360328219.2 0-0

Questions? Visit go.vzw.com/contactus or call 1.800.922.0204.

Change your address at go.vzw.com/changeaddress

Written notations included with or on your payment will not be reviewed or honored.
Please send correspondence to:
Verizon Attn: Correspondence Team
PO Box 408
Newark, NJ 07101-0408

**Automatic Payment Enrollment for Account 825827979-00001 PINEDA AGUILAR**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

**1. Check this box.** **2. Sign name in box below, as shown on the bill and date.** **3. Return this slip with your payment. Do not send a voided check.**

verizon

PO BOX 489
NEWARK, NJ 07101-0489

00106

**Billing period**
Jun 7, 2020 - Jul 6, 2020

**Account number**
825827979-00001

**Invoice number**
8033035963

**Payment due date**
Jul 29, 2020

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

00402393
3107

1/21/20
CS

# Your July bill is $260.37

This includes a credit balance of -$.40 carried over from your last bill. Your bill is due on Jul 29, 2020.

**View a full breakdown of this month's charges on go.vzw.com/mybill**

| | |
|---|---|
| Credit balance | -$0.40 |
| **Pineda Aguilar**<br>803-238-9063 | $110.70 |
| **Pineda Aguilar**<br>803-517-8173 | $150.07 |
| | $260.37 |

**Pay your bill online, fast and easy**

For convenience and peace of mind you can pay your bill online or enroll in Auto Pay and Paper-free Billing. Scan QR code below using smartphone camera or visit go.vzw.com/paybill

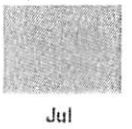
## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

The total amount due for this month includes surcharges of **$5.76** and taxes and gov fees of **$3.56**. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

# Your July bill is $0.14 higher than last month's.

Your July bill of $260.37 is due on Jul 29, 2020. You can see a full breakdown of all this month's charges on go.vzw.com/mybill.




**Billing period**
Jun 7, 2020 - Jul 6, 2020

**Account number**
825827979-00001

## Credit balance from last bill

| | |
|---|---|
| Previous balance (through Jun 6) | $260.23 |
| Payment received - Thank you (Jun 22) | -$260.63 |
| **Total credit balance** | **-$0.40** |

## Understand your bill

**Surcharges**

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on go.vzw.com/mybill.

**Taxes and gov fees**

We are required by law to collect these charges, which are based on your service address. You can update your service address on go.vzw.com/changeaddress.

**Late fee**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of $5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

verizon✓

Billing period
Jun 7, 2020 - Jul 6, 2020

Account number
825827979-00001

# Additional information

## Customer Proprietary Network Information (CPNI)

CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services, such as television, telematics, high-speed Internet, video, and local and long distance services. Visit Verizon.com for more information on our services and companies.

If you don't want your CPNI used for the marketing purposes described above, please notify us by phone any time at 800.333.9956 or online at vzw.com/myprivacy.

Unless you notify us in one of these ways, we may use your CPNI as described above beginning 30 days after the first time we notify you of this CPNI policy. Your choice will remain valid until you notify us that you wish to change your selection. Your decision about use of your CPNI will not affect the provision of any services you currently have with us.

Note: This CPNI notice does not apply to residents of the state of Arizona.

## Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. **Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.**

## Bankruptcy Information

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy charges. You should not pay pre-bankruptcy amounts; they are for your information only. In the event Verizon receives notice of a bankruptcy filing, pre-bankruptcy charges will be adjusted in future invoices. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

## Late Payment Information

A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law. Failure to pay bills on time may result in negative credit reporting.

## No-cost Feature Information

If your service plan includes an optional, no-cost feature (for example, some plans include a no-cost Apple Music option), electing this feature may affect the taxes, governmental fees, and governmental surcharges that we bill and collect, even though your service plan price does not change.

## FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On July 1, the FUSC increased to 8.02% percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges increased to 26.50% percent. For more details, please call 1-888-684-1888

## Notice of Administrative Charge Increase

Effective August 5, 2020, the monthly Verizon Wireless Administrative Charge for voice-capable devices will increase from $1.78 to $1.95 per line. The charge for data-only devices remains $0.06. The increased charge will appear on your next bill. For further information regarding this charge, review the "Additional Information" page of this bill, or consult your customer agreement at www.verizonwireless.com/customeragreement.

## Regulatory Charge Increase

Effective July 1, 2020, the monthly Verizon Wireless Regulatory Charge for voice-capable devices will increase from $0.15 to $0.21 per line. The charge for data-only devices remains at $0.02. Please note that this is a Verizon Wireless charge, not a tax. This charge, and what's included, are subject to change from time to time. For further information regarding this charge, review the "Explanation of Surcharges" section of this bill, or consult your wireless service agreement

verizon✓

**Billing period**
Jun 7, 2020 - Jul 6, 2020

**Account number**
825827979-00001

COLR700A 1154 5011 125 07 20200709 PG 2 OF 3
00402393 36010434.17 0-0

# Additional information

## Start Saving On Your Bill With Verizon Visa® Card.

Verizon Visa Card is the only credit card that can save you money on your monthly wireless bill. Plus, you can earn Verizon Dollars-rewards you can redeem for Verizon purchases like smartphones and tablets, or toward your wireless bill. Learn more at verizon.com/verizonvisacard.

Purchases subject to credit approval. Visit verizonwireless.com/support/verizon-visa-card-rewards-legal/ to review the Verizon Visa Credit Card Rewards Program Terms and Conditions for details and restrictions.

## Introducing Number Lock

Protect your number. Protect your identity. Turn it on now in the My Verizon app. Learn more at m.vzw.com/NumberLock. Your number is safe with us.

verizon

00110

**Billing period**
Jun 7, 2020 - Jul 6, 2020

**Account number**
825827979-00001

# You've got options.

We have all sorts of ways to pay so that you can pick the one that's right for you.

## Pay with the My Verizon app

You can download the My Verizon app at go.vzw.com/mva in both the App Store and Google Play.

## Pay online at vzw.com

Go to go.vzw.com/paybill and sign in to My Verizon to pay your bill online.

## Pay in cash

Go to vzw.com/stores to find a Verizon Wireless store near you or find a Check Free Pay or Western Union near you to make a cash payment. Go to vzw.com/support/pay-bill-faqs/ to learn more.

## Pay by phone: #PMT (#768)

Simply dial #PMT on your phone and follow the instructions to pay.

---

verizon

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

| | |
|---|---|
| **Bill date** | July 06, 2020 |
| **Account number** | 825827979-00001 |
| **Invoice number** | 8033035963 |

**Total Amount Due by July 29, 2020**

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$260.37**

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

80330359630108258279790000100000026077000000260373

NOTICE: Bank account and routing numbers will be retained to enable future payments by phone or online. To opt out, call 1.866.544.0401.

CDLR700A 1154 5011 12b 07 20200709 P2 3 UF 3
09402393 356109434.17 0-0

Questions? Visit go.vzw.com/contactus or call 1.800.922.0204.

Change your address at go.vzw.com/changeaddress

**IMPORTANT INFORMATION:**

Many questions regarding billing can be resolved easily online or in the My Verizon App. All written communication related to billing disputes and checks tendered as payment in full to a billing dispute must be sent to:

Verizon Attn: Correspondence Team
PO Box 408
Newark, NJ 07101-0408

---

**Automatic Payment Enrollment for Account 825927979-00001 PINEDA AGUILAR**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

1. Check this box. 2. Sign name in box below, as shown on the bill and date. 3. Return this slip with your payment. Do not send a voided check.



verizon

00112

**Billing period**
Aug 7, 2020 - Sep 6, 2020

**Account number**
825827979-00001

# You've got options.

We have all sorts of ways to pay so that you can pick the one that's right for you.

## Pay with the My Verizon app

You can download the My Verizon app at go.vzw.com/mva in both the App Store and Google Play.

## Pay online at vzw.com

Go to go.vzw.com/paybill and sign in to My Verizon to pay your bill online.

## Pay in cash

Go to vzw.com/stores to find a Verizon Wireless store near you or find a Check Free Pay or Western Union near you to make a cash payment. Go to vzw.com/support/pay-bill-faqs/ to learn more.

## Pay by phone: #PMT (#768)

Simply dial #PMT on your phone and follow the instructions to pay.

9/23/20
CS

---

verizon

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

| | |
|---|---|
| **Bill date** | September 06, 2020 |
| **Account number** | 825827979-00001 |
| **Invoice number** | 8060013637 |

**Total Amount Due by September 28, 2020**

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$259.83**

$ ☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

80600136370108258279790000100000025983000000259833

routing numbers will be retained to enable future payments by phone or online. To opt out, call 1.866.544.0401.

COLR700A 1154 5011 12b 07 20200900 P0 a UF a
00190535 37332370.2 0-0

Questions? Visit go.vzw.com/contactus or call 1.800.922.0204.

Change your address at go.vzw.com/changeaddress

**IMPORTANT INFORMATION:**

Many questions regarding billing can be resolved easily online or in the My Verizon App. All written communication related to billing disputes and checks tendered as payment in full to a billing dispute must be sent to:

Verizon Attn: Correspondence Team
PO Box 408
Newark, NJ 07101-0408

---

**Automatic Payment Enrollment for Account 825827979-00001 PINEDA AGUILAR**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

**1. Check this box. 2. Sign name in box below, as shown on the bill and date. 3. Return this slip with your payment. Do not send a voided check.**





verizon✓
PO BOX 489
NEWARK, NJ 07101-0489

00114

**Billing period**
Aug 7, 2020 - Sep 6, 2020

**Account number**
825827979-00001

**Invoice number**
8060013637

**Payment due date**
Sep 28, 2020

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

00198535
L109

**Pay your bill online, fast and easy**

For convenience and peace of mind you can pay your bill online or enroll in Auto Pay and Paper-free Billing. Scan QR code below using smartphone camera or visit go.vzw.com/paybill

# Your September bill is $259.83

It's due on Sep 28, 2020.

**View a full breakdown of this month's charges on go.vzw.com/mybill**

| | |
|---|---|
| Balance forward | $0.00 |
| **Pineda Aguilar**<br>803-238-9063 | $110.23 |
| **Pineda Aguilar**<br>803-517-8173 | $149.60 |
| | **$259.83** |

## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

The total amount due for this month includes surcharges of $5.82 and taxes and gov fees of $2.56. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

# Your September bill is $9.07 lower than last month's.

Your September bill of $259.83 is due on Sep 28, 2020. You can see a full breakdown of all this month's charges on go.vzw.com/mybill.




**Billing period**
Aug 7, 2020 - Sep 6, 2020

**Account number**
825827979-00001

COLR706A 1154 5011 125 07 20200908 PG 1 OF 3
00198535
373332370.2 0-0

## Changes this month

| | Aug | Sep | Change |
|---|---|---|---|
| PINEDA AGUILAR<br>803.238.9063 | $118.62 | $110.23 | ↓ $8.39 |
| PINEDA AGUILAR<br>803.517.8173 | $150.28 | $149.60 | ↓ $0.68 |
| **Change total** | | | ↓ **$9.07** |

## Balance forward from last bill

| | |
|---|---|
| Previous balance (through Aug 6) | $268.90 |
| Payment received - Thank you (Aug 17) | -$268.90 |
| **Total balance forward** | **$0.00** |

## Understand your bill

**Understand "Changes this month"**

These changes are why your amount due is different than last month. For example, if you changed your plan or added a line, you'll see partial-month charges reflected in this table. The table will not display if you have no changes.

**Surcharges**

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on go.vzw.com/mybill.

**Taxes and gov fees**

We are required by law to collect these charges, which are based on your service address. You can update your service address on go.vzw.com/changeaddress.

**Late fee**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of $5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

verizon

00116

**Billing period**
Sep 7, 2020 - Oct 6, 2020

**Account number**
825827979-00001

# You've got options.

We have all sorts of ways to pay so that you can pick the one that's right for you.

## Pay with the My Verizon app

You can download the My Verizon app at go.vzw.com/mva in both the App Store and Google Play.

## Pay online at vzw.com

Go to go.vzw.com/paybill and sign in to My Verizon to pay your bill online.

## Pay in cash

Go to vzw.com/stores to find a Verizon Wireless store near you or find a Check Free Pay or Western Union near you to make a cash payment. Go to vzw.com/support/pay-bill-faqs/ to learn more.

## Pay by phone: #PMT (#768)

Simply dial #PMT on your phone and follow the instructions to pay.

10/20/20
CS

---

verizon

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

| | |
|---|---|
| **Bill date** | October 06, 2020 |
| **Account number** | 825827979-00001 |
| **Invoice number** | 8073542172 |

**Total Amount Due by October 29, 2020**

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$259.89**

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

80735421720108258279790000100000025989000000259893

Verizon Wireless account and routing numbers will be retained to enable future payments by phone or online. To opt out, call 1.866.544.0401.

COLR700A 1154 5011 125 07 20201009 PG 3 OF 3
00169093 37595744.7 0-0

Questions? Visit go.vzw.com/contactus or call 1.800.922.0204.

Change your address at go.vzw.com/changeaddress

**IMPORTANT INFORMATION:**

Many questions regarding billing can be resolved easily online or in the My Verizon App. All written communication related to billing disputes and checks tendered as payment in full to a billing dispute must be sent to:

Verizon Attn: Correspondence Team
PO Box 408
Newark, NJ 07101-0408

---

**Automatic Payment Enrollment for Account 825827979-00001 PINEDA AGUILAR**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

1. Check this box. 2. Sign name in box below, as shown on the bill and date. 3. Return this slip with your payment. Do not send a voided check.



verizon✓
PO BOX 489
NEWARK, NJ 07101-0489

00118

**Billing period**
Sep 7, 2020 - Oct 6, 2020

**Account number**
825827979-00001

**Invoice number**
8073542172

**Payment due date**
Oct 29, 2020

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

00169095
L109

**Pay your bill online, fast and easy**

For convenience and peace of mind you can pay your bill online or enroll in Auto Pay and Paper-free Billing. Scan QR code below using smartphone camera or visit go.vzw.com/paybill

# Your October bill is $259.89

It's due on Oct 29, 2020.

**View a full breakdown of this month's charges on go.vzw.com/mybill**

| | |
|---|---|
| Balance forward | $0.00 |
| **Pineda Aguilar**<br>803-238-9063 | $110.26 |
| **Pineda Aguilar**<br>803-517-8173 | $149.63 |
| | **$259.89** |

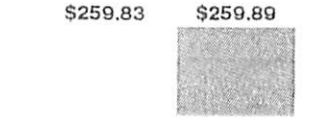
## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

The total amount due for this month includes surcharges of $5.88 and taxes and gov fees of $2.56. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

# Your October bill is $0.06 higher than last month's.

Your October bill of $259.89 is due on Oct 29, 2020. You can see a full breakdown of all this month's charges on go.vzw.com/mybill.




**Billing period**
Sep 7, 2020 - Oct 6, 2020

**Account number**
825827979-00001

COLR700A 1154 5011 125 07 20201009 PG 1 OF 3
00169093 37595744.7 0-0

## Balance forward from last bill

| | |
|---|---|
| Previous balance (through Sep 6) | $259.83 |
| Payment received - Thank you (Sep 22) | -$259.83 |
| **Total balance forward** | **$0.00** |

## Understand your bill

**Surcharges**

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on go.vzw.com/mybill.

**Taxes and gov fees**

We are required by law to collect these charges, which are based on your service address. You can update your service address on go.vzw.com/changeaddress.

**Late fee**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of $5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

verizon

Billing period
Sep 7, 2020 - Oct 6, 2020

Account number
825827979-00001

# Additional information

## Customer Proprietary Network Information (CPNI)

CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services, such as television, telematics, high-speed Internet, video, and local and long distance services. Visit Verizon.com for more information on our services and companies.

If you don't want your CPNI used for the marketing purposes described above, please notify us by phone any time at 800.333.9956 or online at vzw.com/myprivacy.

Unless you notify us in one of these ways, we may use your CPNI as described above beginning 30 days after the first time we notify you of this CPNI policy. Your choice will remain valid until you notify us that you wish to change your selection. Your decision about use of your CPNI will not affect the provision of any services you currently have with us.

Note: This CPNI notice does not apply to residents of the state of Arizona.

## Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. **Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.**

## Bankruptcy Information

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy charges. You should not pay pre-bankruptcy amounts; they are for your information only. In the event Verizon receives notice of a bankruptcy filing, pre-bankruptcy charges will be adjusted in future invoices. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

## Late Payment Information

A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law. Failure to pay bills on time may result in negative credit reporting.

## No-cost Feature Information

If your service plan includes an optional, no-cost feature (for example, some plans include a no-cost Apple Music option), electing this feature may affect the taxes, governmental fees, and governmental surcharges that we bill and collect, even though your service plan price does not change.

## More On Wireless Taxes And Surcharges

Your total charges for this month's bill cycle are $259.89. This includes charges for one or more bundled Verizon service plans that include voice, messaging, data, or other services for which you pay a monthly plan charge.
This bill cycle, your fixed monthly plan charges were $160.00 (before applying any discounts or credits, and excluding other charges such as overage, late payment, taxes, Verizon surcharges, and equipment).
To accurately bill taxes and Verizon surcharges, we regularly look at past network usage by you and other customers with similar plans to allocate this fixed monthly plan charge among the services included in the bundle. In this bill cycle, we have allocated this amount as follows: $10.16 for voice, $2.06 for messaging, $146.34 for data, and $1.44 for other services.
For more information, please go to vzw.com/taxesandsurcharges.

00121

verizon

**Billing period**
Dec 7, 2020 - Jan 6, 2021

**Account number**
825827979-00001

# You've got options.

We have all sorts of ways to pay so that you can pick the one that's right for you.

## Pay with the My Verizon app

You can download the My Verizon app at go.vzw.com/mva in both the App Store and Google Play.

## Pay online at vzw.com

Go to go.vzw.com/paybill and sign in to My Verizon to pay your bill online.

## Pay in cash

Go to vzw.com/stores to find a Verizon Wireless store near you or find a Check Free Pay or Western Union near you to make a cash payment. Go to vzw.com/support/pay-bill-faqs/ to learn more.

## Pay by phone: #PMT (#768)

Simply dial #PMT on your phone and follow the instructions to pay.

PD
260.13
1/19/21
CS

---

verizon

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

| | |
|---|---|
| **Bill date** | January 06, 2021 |
| **Account number** | 825827979-00001 |
| **Invoice number** | 8114478892 |

**Total Amount Due by January 29, 2021**

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$260.13**

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

811447889201082582797900001000000260130000000260133

COLA708A 1154 5011 125 07 20210109 PG 3 OF 3
00155095 36387379.7 0-0

Questions? Visit go.vzw.com/contactus or call 1.800.922.0204.

Change your address at go.vzw.com/changeaddress

**IMPORTANT INFORMATION:**

Many questions regarding billing can be resolved easily online or in the My Verizon App. All written communication related to billing disputes and checks tendered as payment in full to a billing dispute must be sent to:

Verizon Attn: Correspondence Team
PO Box 408
Newark, NJ 07101-0408

---

**Automatic Payment Enrollment for Account 825827979-00001 PINEDA AGUILAR**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

**1. Check this box. 2. Sign name in box below, as shown on the bill and date. 3. Return this slip with your payment. Do not send a voided check.**



verizon

Billing period
Dec 7, 2020 - Jan 6, 2021

Account number
825827979-00001

# Additional information

## Customer Proprietary Network Information (CPNI)

CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services, such as television, telematics, high-speed Internet, video, and local and long distance services. Visit Verizon.com for more information on our services and companies.

If you don't want your CPNI used for the marketing purposes described above, please notify us by phone any time at 800.333.9956 or online at vzw.com/myprivacy.

Unless you notify us in one of these ways, we may use your CPNI as described above beginning 30 days after the first time we notify you of this CPNI policy. Your choice will remain valid until you notify us that you wish to change your selection. Your decision about use of your CPNI will not affect the provision of any services you currently have with us.

Note: This CPNI notice does not apply to residents of the state of Arizona.

## Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. **Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.**

## Bankruptcy Information

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy charges. You should not pay pre-bankruptcy amounts; they are for your information only. In the event Verizon receives notice of a bankruptcy filing, pre-bankruptcy charges will be adjusted in future invoices. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

## Late Payment Information

A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law. Failure to pay bills on time may result in negative credit reporting.

## No-cost Feature Information

If your service plan includes an optional, no-cost feature (for example, some plans include a no-cost Apple Music option), electing this feature may affect the taxes, governmental fees, and governmental surcharges that we bill and collect, even though your service plan price does not change.

## FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On January 1, the FUSC increased to 9.95% percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges increased to 31.80% percent. For more details, please call 1-888-684-1888

## Attention South Carolina Customers

Effective February 1, 2021, we are increasing the South Carolina Universal Service Surcharge from 2.18 percent to 2.40 percent due to an adjusted contribution factor for wireless providers by South Carolina. This change is necessary to recover the cost of the increase imposed by the state. This charge appears in the "Surcharges" portion of your bill, labeled as "SC Universal Service Surchg". This is our charge, not a tax, and is subject to change.

verizon

**Billing period**
Dec 7, 2020 - Jan 6, 2021

**Account number**
825827979-00001

COLA708A 1154 5011 125 07 20210109 PG 2 OF 3
00155095 383837379.7 0-0

# Additional information

## More On Wireless Taxes And Surcharges

Your total charges for this month's bill cycle are $260.13. This includes charges for one or more bundled Verizon service plans that include voice, messaging, data, or other services for which you pay a monthly plan charge.
This bill cycle, your fixed monthly plan charges were $160.00 (before applying any discounts or credits, and excluding other charges such as overage, late payment, taxes, Verizon surcharges, and equipment).
To accurately bill taxes and Verizon surcharges, we regularly look at past network usage by you and other customers with similar plans to allocate this fixed monthly plan charge among the services included in the bundle.
In this bill cycle, we have allocated this amount as follows: $10.16 for voice, $2.06 for messaging, $146.34 for data, and $1.44 for other services.
For more information, please go to vzw.com/taxesandsurcharges.

## Verizon Protect Home

Provides protection for your eligible entertainment, home office, wearables and smart home products, plus premium tech support with digital security features. Visit verizon.com/mobileverizonprotecthome

verizon

PO BOX 489
NEWARK, NJ 07101-0489

00125

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

00155095
L101

**Billing period**
Dec 7, 2020 - Jan 6, 2021

**Account number**
825827979-00001

**Invoice number**
8114478892

**Payment due date**
Jan 29, 2021

**Pay your bill online, fast and easy**

For convenience and peace of mind you can pay your bill online or enroll in Auto Pay and Paper-free Billing. Scan QR code below using smartphone camera or visit go.vzw.com/paybill

# Your January bill is $260.13

It's due on Jan 29, 2021.

**View a full breakdown of this month's charges on go.vzw.com/mybill**

| | |
|---|---|
| Balance forward | $0.00 |
| **Pineda Aguilar**<br>803-238-9063 | $110.38 |
| **Pineda Aguilar**<br>803-517-8173 | $149.75 |
| | **$260.13** |

## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

The total amount due for this month includes surcharges of $6.10 and taxes and gov fees of $2.58. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

# Your January bill is $0.24 higher than last month's.

Your January bill of $260.13 is due on Jan 29, 2021. You can see a full breakdown of all this month's charges on go.vzw.com/mybill.




**Billing period**
Dec 7, 2020 - Jan 6, 2021

**Account number**
825827979-00001

COLR706A 1154 5011 125 07 20210109 PG 1 OF 3
00155095 36567379.7 0-0

## Balance forward from last bill

| | |
|---|---|
| Previous balance (through Dec 6) | $259.89 |
| Payment received - Thank you (Dec 15) | -$259.89 |
| **Total balance forward** | $0.00 |

## Understand your bill

**Surcharges**

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on go.vzw.com/mybill.

**Taxes and gov fees**

We are required by law to collect these charges, which are based on your service address. You can update your service address on go.vzw.com/changeaddress.

**Late fee**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of $5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

verizon✓
PO BOX 489
NEWARK, NJ 07101-0489

00127

**Billing period**
Mar 7, 2021 - Apr 6, 2021

**Account number**
825827979-00001

**Invoice number**
8155311009

**Payment due date**
Apr 28, 2021

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

00392085
M104

4/19/21
CS

# Your April bill is $269.19

It's due on Apr 28, 2021.

**View a full breakdown of this month's charges on go.vzw.com/mybill**

| | |
|---|---|
| Balance forward | $0.00 |
| **Pineda Aguilar**<br>803-238-9063 | $119.39 |
| **Pineda Aguilar**<br>803-517-8173 | $149.80 |
| | $269.19 |

**Pay your bill online, fast and easy**

For convenience and peace of mind you can pay your bill online or enroll in Auto Pay and Paper-free Billing. Scan QR code below using smartphone camera or visit go.vzw.com/paybill

## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

The total amount due for this month includes surcharges of $6.20 and taxes and gov fees of $2.58. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

verizon✓

**Billing period**
Mar 7, 2021 - Apr 6, 2021

**Account number**
825827979-00001

C0L8700A 1154 5011 125 07 20210408 PG 2 OF 3
00932685 39175426.5 0-0

# Additional information

### Introducing Call Filter

Get protection from unwanted calls. Call Filter makes it easy to block those annoying robocalls with a few taps. Set your preferences in the My Verizon app or Call Filter app.

verizon

00129

**Billing period**
Mar 7, 2021 - Apr 6, 2021

**Account number**
825827979-00001

# You've got options.

We have all sorts of ways to pay so that you can pick the one that's right for you.

## Pay with the My Verizon app

You can download the My Verizon app at go.vzw.com/mva in both the App Store and Google Play.

## Pay online at vzw.com

Go to go.vzw.com/paybill and sign in to My Verizon to pay your bill online.

## Pay in cash

Go to vzw.com/stores to find a Verizon Wireless store near you or find a Check Free Pay or Western Union near you to make a cash payment. Go to vzw.com/support/pay-bill-faqs/ to learn more.

## Pay by phone: #PMT (#768)

Simply dial #PMT on your phone and follow the instructions to pay.

---

verizon

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

| | |
|---|---|
| **Bill date** | April 06, 2021 |
| **Account number** | 825827979-00001 |
| **Invoice number** | 8155311009 |

**Total Amount Due by April 28, 2021**

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$269.19**

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

81553110090108258279790000100000026919000000269193

NOTICE: Bank account and routing numbers will be retained to enable future payments by phone or online. To opt out, call 1.866.544.0401.

COLR700A 1154 5011 125 07 20210408 PG 3 OF 3
00392085 39175425.5 0-0

Questions? Visit go.vzw.com/contactus or call 1.800.922.0204.

Change your address at go.vzw.com/changeaddress

**IMPORTANT INFORMATION:**

Many questions regarding billing can be resolved easily online or in the My Verizon App. All written communication related to billing disputes and checks tendered as payment in full to a billing dispute must be sent to:

Verizon Attn: Correspondence Team
PO Box 408
Newark, NJ 07101-0408

---

**Automatic Payment Enrollment for Account: 825827979-00001 PINEDA AGUILAR**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

1. Check this box. 2. Sign name in box below, as shown on the bill and date. 3. Return this slip with your payment. Do not send a voided check.

[redacted] ☐ _____ [redacted]

verizon✓
PO BOX 489
NEWARK, NJ 07101-0489

00131

PINEDA AGUILAR
2868 E PEACH RD
RIDGEWAY, SC 29130-7778

00196535
L109

**Billing period**
Aug 7, 2020 - Sep 6, 2020

**Account number**
825827979-00001

**Invoice number**
8060013637

**Payment due date**
Sep 28, 2020

**Pay your bill online, fast and easy**

For convenience and peace of mind you can pay your bill online or enroll in Auto Pay and Paper-free Billing. Scan QR code below using smartphone camera or visit go.vzw.com/paybill

# Your September bill is $259.83

It's due on Sep 28, 2020.

**View a full breakdown of this month's charges on go.vzw.com/mybill**

| | |
|---|---|
| Balance forward | $0.00 |
| **Pineda Aguilar**<br>803-238-9083 | $110.23 |
| **Pineda Aguilar**<br>803-517-8173 | $149.60 |
| | $259.83 |

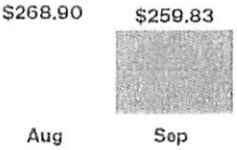
## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

The total amount due for this month includes surcharges of $5.82 and taxes and gov fees of $2.56. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

# Your September bill is $9.07 lower than last month's.

Your September bill of $259.83 is due on Sep 28, 2020. You can see a full breakdown of all this month's charges on go.vzw.com/mybill.




**Billing period**
Aug 7, 2020 - Sep 6, 2020

**Account number**
825827979-00001

COLR706A 1154 5011 125 07 2020VUB PG 1 OF 3
00198585 37332370.2 0-0

## Changes this month

| | Aug | Sep | Change |
|---|---|---|---|
| PINEDA AGUILAR<br>803.238.9063 | $118.62 | $110.23 | ↓ $8.39 |
| PINEDA AGUILAR<br>803.517.8173 | $150.28 | $149.60 | ↓ $0.68 |
| | Change total | | ↓ $9.07 |

## Balance forward from last bill

| | |
|---|---|
| Previous balance (through Aug 6) | $268.90 |
| Payment received - Thank you (Aug 17) | -$268.90 |
| **Total balance forward** | $0.00 |

## Understand your bill

**Understand "Changes this month"**

These changes are why your amount due is different than last month. For example, if you changed your plan or added a line, you'll see partial-month charges reflected in this table. The table will not display if you have no changes.

**Surcharges**

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on go.vzw.com/mybill.

**Taxes and gov fees**

We are required by law to collect these charges, which are based on your service address. You can update your service address on go.vzw.com/changeaddress.

**Late fee**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of $5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

00133

verizon

**Billing period**
First Bill - Oct 6, 2019

**Account number**
825827979-00001

# You've got options.

We have all sorts of ways to pay so that you can pick the one that's right for you.

## Pay with the My Verizon app

You can download the My Verizon app at go.vzw.com/mva in both the App Store and Google Play.

## Pay online at vzw.com

Go to go.vzw.com/paybill and sign in to My Verizon to pay your bill online.

## Pay by phone: #PMT (#768)

Simply dial #PMT on your phone and follow the instructions to pay.

$876.70

10/25/19
CS

---

verizon

PINEDA AGUILAR
238 RIMER ROND RD
BLYTHEWOOD, SC 29016

| | |
|---|---|
| **Bill date** | First Bill |
| **Account number** | 825827979-00001 |
| **Invoice number** | 7910850663 |

**Total Amount Due by October 29, 2019**

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$366.14**

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

791085066301082582797900001000000366140000003661 43

NOTICE: Bank account and routing numbers will be retained to enable future payments by phone or online. To opt out, call 1.866.544.0401.

COLR7001 1154 5006 125 07 20191015 PG 5 OF 5
00001567 34534561.1 0-1

Questions? Visit go.vzw.com/contactus or call 1.800.922.0204.

Change your address at go.vzw.com/changeaddress

Written notations included with or on your payment will not be reviewed or honored.
Please send correspondence to:
Verizon Attn: Correspondence Team
PO Box 408
Newark, NJ 07101-0408

**Automatic Payment Enrollment for Account: 825827979-00001 PINEDA AGUILAR**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

**1. Check this box. 2. Sign name in box below, as shown on the bill and date. 3. Return this slip with your payment. Do not send a voided check.**

verizon✓

PO BOX 489
NEWARK, NJ 07101-0489

00135

**Billing period**
First Bill - Oct 6, 2019

**Account number**
825827979-00001

**Invoice number**
7910850663

**Payment due date**
Oct 29, 2019

PINEDA AGUILAR
238 RIMER ROND RD
BLYTHEWOOD, SC 29016

**Pay your bill online, fast and easy**

When you're ready to pay, visit go.vzw.com/paybill.

# Get to know your first bill.

# $366.14

A heads up, your first bill may be higher than your normal bill because of charges such as initial activation costs and/or partial-month charges. It's due on Oct 29, 2019.

| | |
|---|---|
| **Pineda Aguilar**<br>803-238-9063 | **$168.78** |
| **Pineda Aguilar**<br>803-386-5485 | **$197.36** |
| | **$366.14** |

## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

The total amount due for this month includes surcharges of **$12.72** and taxes and gov fees of **$10.86**. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

**Welcome to Verizon Wireless!**

Thank you for choosing Verizon! We've simplified the bill design so you can spend less time reviewing charges and more time on our network.

verizon

00136

**Billing period**
First Bill - Oct 6, 2019

**Account number**
825827979-00001

COLR7001 1154 5006 125 07 20191015 PG 2 OF 5
00001567 34534561.1 0-1

## Account Charges — $0.00

## Pineda Aguilar — $168.78

803-238-9063

MOTO Z4
New

**Great news! Your device promotional credit will appear in upcoming bills. See the Additional information page for more details.**

Save $10 on your DO MORE UNLIMITED plan each month when you enroll in Auto Pay (using bank account or debit card) and paper-free billing. Enroll using the My Verizon app, or at go.vzw.com/gopaperfree.

| | |
|---|---|
| **One-time charges and credits** | **$40.00** |
| Activation fee | $40.00 |
| **Monthly charges and credits** | **$101.99** |
| Do More Unlimited (Oct 7 - Nov 6) | $80.00 |
| Device payment 1 of 24 ($525.00/24mo) | $21.99 |
| $503.01 remaining after this month (Agreement 1313107350) | |
| **Add-ons** | **$15.00** |
| Total Mobile Protection - (Oct 7 - Nov 6) | $15.00 |
| **Surcharges** | **$6.36** |
| Fed Universal Service Charge | $3.44 |
| Regulatory Charge | $0.15 |
| Administrative Charge | $1.78 |
| SC Universal Service Surchg | $0.99 |
| **Taxes and gov fees** | **$5.43** |
| SC State 911 Fee | $0.62 |
| SC Dual Party Relay Charge | $0.03 |
| SC State Sls Tax-Telco | $3.58 |
| Richland Cnty Sls Tax-Telco | $0.60 |
| Richland Cnty Spl Sls Tax-Tel | $0.60 |

## Pineda Aguilar — $197.36

803-386-5485

verizon

00137

**Billing period**
First Bill - Oct 6, 2019

**Account number**
825827979-00001

iPhone XS Max
New

Save $10 on your DO MORE UNLIMITED plan each month when you enroll in Auto Pay (using bank account or debit card) and paper-free billing. Enroll using the My Verizon app, or at go.vzw.com/gopaperfree.

| | |
|---|---|
| **One-time charges and credits** | **$40.00** |
| Activation fee | $40.00 |
| **Monthly charges and credits** | **$130.57** |
| Do More Unlimited (Oct 7 - Nov 6) | $80.00 |
| Device payment 1 of 24 ($1,210.00/24mo) | $50.57 |
| $1,159.43 remaining after this month (Agreement 1704015154) | |
| **Add-ons** | **$15.00** |
| Total Mobile Protection - (Oct 7 - Nov 6) | $15.00 |
| **Surcharges** | **$6.36** |
| Fed Universal Service Charge | $3.44 |
| Regulatory Charge | $0.15 |
| Administrative Charge | $1.78 |
| SC Universal Service Surchg | $0.99 |
| **Taxes and gov fees** | **$5.43** |
| SC State 911 Fee | $0.62 |
| SC Dual Party Relay Charge | $0.03 |
| SC State Sls Tax-Telco | $3.58 |
| Richland Cnty Sls Tax-Telco | $0.60 |
| Richland Cnty Spl Sls Tax-Tel | $0.60 |

**Your bill this month** **$366.14**

verizon✓

Billing period
First Bill - Oct 6, 2019

Account number
825827979-00001

CDLR7001 1154 5006 125 07 20191015 PG 3 OF 5
00001567 34534561.1 0-1

# Additional information

## Advertising Programs Privacy Notice

Your privacy is an important priority at Verizon, and our privacy policy describes the information we collect and how we use it.

We provide this notice to tell you how Verizon and Oath use certain customer information for two purposes: (1) to make the advertising you see more personalized and (2) to create business and marketing insights.

If you do not want Verizon to use your information for these purposes, you can opt out using the options described below in the "Your choices" section.

**1. Relevant Mobile Advertising**
Verizon companies offer a wide variety of free Services that are made possible by advertising. The best advertising is for something you might actually want, and that is what we want to give you. The Relevant Mobile Advertising program uses certain customer information to help make the ads you see more interesting and useful. This program shares information with Oath, a Verizon company formed by the combination of Yahoo and AOL.

**What information is used?**
The Relevant Mobile Advertising program uses your postal and email addresses, certain information about your Verizon products and services (such as device type), and information we get from other companies (such as gender, age range, and interests). This information may be combined with information collected by Oath from devices you use to access Oath services and visit third-party websites and apps that include Oath advertising services (such as Web browsing, app usage, and location), as well as information we obtain from third-party partners and advertisers.

We do not share information that identifies you personally as part of this program other than with vendors and partners who do work for us. We require that these vendors and partners protect the information and use it only for the services they are providing us.

**How does this advertising program work?**
The programs use online and device identifiers, including browser cookies, ad IDs from Apple and Google, and one created by Verizon, known as a Unique Identifier Header or UIDH. Unless you opt out of the Relevant Mobile Advertising program and have not opted in to the separate Verizon Selects program, a UIDH is included in the address information of internet requests going to Verizon companies (including Oath). With your opt in consent, for example when you opt in to Verizon Selects, the UIDH may also be shared with partners who help us provide advertising services. Verizon partners are authorized to use the Verizon identifier only as part of Verizon and Oath services. We use these identifiers to help make our advertising programs better by, for example:
- Linking Verizon advertising program information to information that Oath has, to provide more personalized advertising
- Serving ads to customers in apps and web browsers that do not use common advertising identifiers
- Helping to determine that different devices have the same user so that Oath can deliver better advertising in more places

**2. Business and Marketing Insights**
Verizon and Oath use information we have about you to create aggregate business and marketing insights. The information used for this program and the insights we develop do not identify individuals. Business and marketing insights help provide a better understanding of consumer actions in aggregate. For example, a company could find it valuable to understand the number of customers in different age groups who visited a website, used an app, or visited a retail store or stadium.

Verizon may share location information that does not identify you personally with other companies to allow them to produce additional aggregate insights. For example, de-identified location information we provide could be combined with similar information provided by others to create traffic reports.

**What information is used?**
The Business and Marketing Insights program uses Verizon information about how you use your mobile device (such as web browsing, device location, and app/feature use), certain information about your Verizon products and services (such as device type), and demographic and interest information you provide or we obtain from other companies (such as gender, age range, and interests). The program also uses information Oath has about your use of services (such as email, search, sites and apps) and visits to third-party websites and apps that include Oath services (such as web browsing, app usage and location), as well as information that Oath obtain from third-party partners. The program may also use information other companies share with us to better understand insights related to their own businesses.

verizon

Billing period
First Bill - Oct 6, 2019

Account number
825827979-00001

# Additional information

**Your choices**
If you don't want to participate in these programs, you don't have to. You can opt out of the Relevant Mobile Advertising and Business and Marketing Insights programs at your privacy choices page in MyVerizon or by calling 866.211.0874. Please note, if you agree to participate in the Verizon Selects advertising program, you will also be part of the Relevant Mobile Advertising and Business and Marketing Insights programs independent of your choice here. You also have choices about how Oath uses information for advertising purposes. Please note that using browser controls such as clearing cookies on your devices or clearing your browser history is not an effective way to opt out of the Verizon or Oath advertising programs.

## Customer Proprietary Network Information (CPNI)

CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services, such as television, telematics, high-speed internet, video, and local and long distance services. Visit Verizon.com for more information on our services and companies.

If you don't want your CPNI used for the marketing purposes described above, please notify us by phone any time at 800.333.9956 or online at vzw.com/myprivacy.

Unless you notify us in one of these ways, we may use your CPNI as described above beginning 30 days after the first time we notify you of this CPNI policy. Your choice will remain valid until you notify us that you wish to change your selection. Your decision about use of your CPNI will not affect the provision of any services you currently have with us.

Note: This CPNI notice does not apply to residents of the state of Arizona.

## Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. **Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.**

## Bankruptcy Information

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy charges. You should not pay pre-bankruptcy amounts; they are for your information only. In the event Verizon receives notice of a bankruptcy filing, pre-bankruptcy charges will be adjusted in future invoices. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

## Late Payment Information

A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law. Failure to pay bills on time may result in negative credit reporting.

## Device Promotional Credit

You have at least one line on your account that's eligible for a device promotional credit for your recent purchase. You will receive the bill credit for each device within 1-2 bills. If you cancel service, or if device payment agreement is paid off or transferred, promotional credits will stop. We will send you a confirmation email once the credit has been applied. Thanks for choosing Verizon.

## No-cost Feature Information

If your service plan includes an optional, no-cost feature (for example, some plans include a no-cost Apple Music option), electing this feature may affect the taxes, governmental fees, and governmental surcharges that we bill and collect, even though your service plan price does not change.

verizon

**Billing period**
First Bill - Oct 6, 2019

**Account number**
825827979-00001

COLR7001 1154 5006 125 07 20191015 PG 4 OF 5
00001567 36534561.1 0-1

# Additional information

## FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On October 1, the FUSC increased 7.08% percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges increased 25.00% percent. For more details, please call 1-888-684-1888.

## Regulatory Charge Decrease

Effective October 1, 2019, the monthly Verizon Wireless Regulatory Charge for voice-capable devices will decrease from $0.17 to $0.15 per line. The charge for data-only devices remains at $0.02. For further information regarding this charge, review the "Explanation of Surcharges" section of this bill, or consult your wireless service agreement.

## Device Payment Schedule

Listed below are the dates of your future payments for device payment agreements 1313107350 and 1704015154.

**Schedule Of Future Payments Due**
Payment 1: October 29, 2019
Payment 2: November 28, 2019
Payment 3: December 29, 2020
Payment 4: January 29, 2020
Payment 5: February 27, 2020
Payment 6: March 29, 2020
Payment 7: April 28, 2020
Payment 8: May 29, 2020
Payment 9: June 28, 2020
Payment 10: July 29, 2020
Payment 11: August 29, 2020
Payment 12: September 28, 2020
Payment 13: October 29, 2020
Payment 14: November 28, 2020
Payment 15: December 29, 2021
Payment 16: January 29, 2021
Payment 17: February 26, 2021
Payment 18: March 29, 2021
Payment 19: April 28, 2021
Payment 20: May 29, 2021
Payment 21: June 28, 2021
Payment 22: July 29, 2021
Payment 23: August 29, 2021
Payment 24: September 28, 2021

verizon

00141

**Billing period**
Oct 7, 2019 - Nov 6, 2019

**Account number**
825827979-00001

# You've got options.

We have all sorts of ways to pay so that you can pick the one that's right for you.

## Pay with the My Verizon app

You can download the My Verizon app at go.vzw.com/mva in both the App Store and Google Play.

## Pay online at vzw.com

Go to go.vzw.com/paybill and sign in to My Verizon to pay your bill online.

## Pay by phone: #PMT (#768)

Simply dial #PMT on your phone and follow the instructions to pay.

11.9.19
CS

---

verizon

PINEDA AGUILAR
238 RIMER ROND RD
BLYTHEWOOD, SC 29016

| | |
|---|---|
| **Bill date** | November 06, 2019 |
| **Account number** | 825827979-00001 |
| **Invoice number** | 7924439782 |

**Total Amount Due by November 28, 2019**

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$249.83**

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

79244397820108258279790000100000024983000000249833

NOTICE: Bank account and routing numbers will be retained to enable future payments by phone or online. To opt out, call 1.866.544.0401.

COLR700A 1154 5011 125 07 20191109 PG 3 OF 3
0-1
00376730 34747475.15

Questions? Visit go.vzw.com/contactus or call 1.800.922.0204.

Change your address at go.vzw.com/changeaddress

Written notations included with or on your payment will not be reviewed or honored.
Please send correspondence to:
Verizon Attn: Correspondence Team
PO Box 408
Newark, NJ 07101-0408

---

**Automatic Payment Enrollment for Account 825827978-00001 PINEDA AGUILAR**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

**1. Check this box. 2. Sign name in box below, as shown on the bill and date. 3. Return this slip with your payment. Do not send a voided check.**



verizon✓
PO BOX 489
NEWARK, NJ 07101-0489

00143

**Billing period**
Oct 7, 2019 - Nov 6, 2019

**Account number**
825827979-00001

**Invoice number**
7924439782

**Payment due date**
Nov 28, 2019

PINEDA AGUILAR
238 RIMER ROND RD
BLYTHEWOOD, SC 29016

00576750
Q111

**Pay your bill online, fast and easy**

When you're ready to pay, visit go.vzw.com/paybill.

# Your November bill is $249.83

It's due on Nov 28, 2019.

| | |
|---|---|
| Balance forward | $0.00 |
| **Pineda Aguilar**<br>803-238-9063 | $99.78 |
| **Pineda Aguilar**<br>803-386-5485 | $150.05 |
| | **$249.83** |

## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

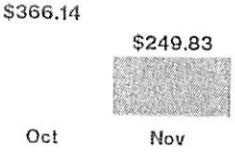
The total amount due for this month includes surcharges of **$5.42** and taxes and gov fees of **$3.86**. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

**Your Voice Matters**

We put customers at the center of our designs, including this bill. Your opinion is important to us. Please provide feedback at go.vzw.com/billsurvey

# Your November bill is $116.31 lower than last month's.

Your November bill of $249.83 is due on Nov 28, 2019. You can see a full breakdown of all this month's charges on go.vzw.com/mybill.




**Billing period**
Oct 7, 2019 - Nov 6, 2019

**Account number**
825827979-00001

COLR700A 1154 5011 125 07 20191109 PG 1 OF 3
00378730 34747475.15 0-1

## Changes this month

| | Oct | Nov | Change |
|---|---|---|---|
| **Pineda Aguilar** 803.238.9063 | **$168.78** | **$99.78** | ↓ **$69.00** |
| Device Payment 2 of 24 Agreement 1313107350 | $21.99 | $21.87 | ↓ $0.12 |
| Device Promotional Credit | $0.00 | -$10.90 | ↓ $10.90 |
| Device Promotional Credit | $0.00 | -$10.83 | ↓ $10.83 |
| Surcharges | $46.36 | $2.71 | ↓ $43.65 |
| Taxes and gov fees | $5.43 | $1.93 | ↓ $3.50 |
| **Pineda Aguilar** 803.386.5485 | **$197.36** | **$150.05** | ↓ **$47.31** |
| Device Payment 2 of 24 Agreement 1704015154 | $50.57 | $50.41 | ↓ $0.16 |
| Surcharges | $46.36 | $2.71 | ↓ $43.65 |
| Taxes and gov fees | $5.43 | $1.93 | ↓ $3.50 |
| | **Change total** | | ↓ **$116.31** |

## Balance forward from last bill

| | |
|---|---|
| Previous balance (through Oct 6) | $366.14 |
| Payment received - Thank you (Oct 25) | -$366.14 |
| **Total balance forward** | **$0.00** |

## Understand your bill

**Understand "Changes this month"**

These changes are why your amount due is different than last month. For example, if you changed your plan or added a line, you'll see partial-month charges reflected in this table. The table will not display if you have no changes.

**Surcharges**

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on go.vzw.com/mybill.

**Taxes and gov fees**

We are required by law to collect these charges, which are based on your service address. You can update your service address on go.vzw.com/changeaddress.

**Late fee**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of $5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

# Additional information

## Customer Proprietary Network Information (CPNI)

CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services, such as television, telematics, high-speed Internet, video, and local and long distance services. Visit Verizon.com for more information on our services and companies.

If you don't want your CPNI used for the marketing purposes described above, please notify us by phone any time at 800.333.9956 or online at vzw.com/myprivacy.

Unless you notify us in one of these ways, we may use your CPNI as described above beginning 30 days after the first time we notify you of this CPNI policy. Your choice will remain valid until you notify us that you wish to change your selection. Your decision about use of your CPNI will not affect the provision of any services you currently have with us.

Note: This CPNI notice does not apply to residents of the state of Arizona.

## Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. **Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.**

## Bankruptcy Information

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy charges. You should not pay pre-bankruptcy amounts; they are for your information only. In the event Verizon receives notice of a bankruptcy filing, pre-bankruptcy charges will be adjusted in future invoices. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

## Late Payment Information

A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law. Failure to pay bills on time may result in negative credit reporting.

## No-cost Feature Information

If your service plan includes an optional, no-cost feature (for example, some plans include a no-cost Apple Music option), electing this feature may affect the taxes, governmental fees, and governmental surcharges that we bill and collect, even though your service plan price does not change.

00146

verizon

**Billing period**
Nov 7, 2019 - Dec 6, 2019

**Account number**
825827979-00001

# You've got options.

We have all sorts of ways to pay so that you can pick the one that's right for you.

## Pay with the My Verizon app

You can download the My Verizon app at go.vzw.com/mva in both the App Store and Google Play.

## Pay online at vzw.com

Go to go.vzw.com/paybill and sign in to My Verizon to pay your bill online.

## Pay by phone: #PMT (#768)

Simply dial #PMT on your phone and follow the instructions to pay.

12/19/19
CS

---

verizon

PINEDA AGUILAR
238 RIMER ROND RD
BLYTHEWOOD, SC 29016

| | |
|---|---|
| **Bill date** | December 06, 2019 |
| **Account number** | 825827979-00001 |
| **Invoice number** | 7938069772 |

**Total Amount Due by December 29, 2019**

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$260.73**

$ ☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

79380697720108258279790000100000026073000000260733

COLR706A 1154 5011 125 07 20191209 PG 3 OF 3
00350030 34995989.16 0-1

Questions? Visit go.vzw.com/contactus or call 1.800.922.0204.

Change your address at go.vzw.com/changeaddress

Written notations included with or on your payment will not be reviewed or honored.
Please send correspondence to:
Verizon Attn: Correspondence Team
PO Box 408
Newark, NJ 07101-0408

---

**Automatic Payment Enrollment for Account 826827979-00001 PINEDA AGUILAR**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

**1. Check this box. 2. Sign name in box below, as shown on the bill and date. 3. Return this slip with your payment. Do not send a voided check.**

verizon

PO BOX 489
NEWARK, NJ 07101-0489

00148

**Billing period**
Nov 7, 2019 - Dec 6, 2019

**Account number**
825827979-00001

**Invoice number**
7938069772

**Payment due date**
Dec 29, 2019

PINEDA AGUILAR
238 RIMER ROND RD
BLYTHEWOOD, SC 29016

00360030
0112

**Pay your bill online, fast and easy**

When you're ready to pay, visit go.vzw.com/paybill.

# Your December bill is $260.73

It's due on Dec 29, 2019.

| | |
|---|---|
| Balance forward | $0.00 |
| **Pineda Aguilar**<br>803-238-9063 | $110.68 |
| **Pineda Aguilar**<br>803-386-5485 | $150.05 |
| | $260.73 |

## Good to know

**Check your online bill for all surcharges, taxes and gov fees**

The total amount due for this month includes surcharges of $5.42 and taxes and gov fees of $3.86. For an itemized list of taxes, fees and surcharges visit go.vzw.com/mybill.

# Your December bill is $10.90 higher than last month's.

Your December bill of $260.73 is due on Dec 29, 2019. You can see a full breakdown of all this month's charges on go.vzw.com/mybill.




**Billing period**
Nov 7, 2019 - Dec 6, 2019

**Account number**
825827979-00001

COLR760A 1154 5011 125 07 20191209 PG 1 OF 3
00360030 34995989.16 0-1

## Changes this month

| | Nov | Dec | Change |
|---|---|---|---|
| **Pineda Aguilar** 803.238.9063 | **$99.78** | **$110.68** | ↑ **$10.90** |
| Device Promotional Credit | $0.00 | -$10.83 | ↓ $10.83 |
| Device Promotional Credit | -$10.90 | $0.00 | ↑ $10.90 |
| Device Promotional Credit | -$10.83 | $0.00 | ↑ $10.83 |
| | **Change total** | | ↑ **$10.90** |

## Balance forward from last bill

| | |
|---|---|
| Previous balance (through Nov 6) | $249.83 |
| Payment received - Thank you (Nov 19) | -$249.83 |
| **Total balance forward** | **$0.00** |

## Understand your bill

**Understand "Changes this month"**

These changes are why your amount due is different than last month. For example, if you changed your plan or added a line, you'll see partial-month charges reflected in this table. The table will not display if you have no changes.

**Surcharges**

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on go.vzw.com/mybill.

**Taxes and gov fees**

We are required by law to collect these charges, which are based on your service address. You can update your service address on go.vzw.com/changeaddress.

**Late fee**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of $5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

# 4707 Transmission, Nance Tractor

Michael Craft

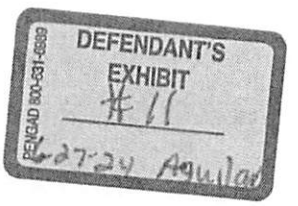
Sun 7/18/2021 8:34 PM

To:Missy Lee <missy@powelltractor.com>;

Tractor would drive fine in gears 2-4-6 but when shifted into 1-3-5 it was like it was back in neutral, no movement and no noise. Replaced complete transmission, shifts and drives fine now.

Tore down transmission and found the main shaft had a lot of movement end to end and side to side, the back plate, 4311721m1, was grooved and blued where the shaft has been running against it. Did not find anything broken or any one thing that would explain why the transmission wouldn't work in some gears, the problem must have been caused by the movement in the shaft. Don't know if this came from the past repairs not being done correctly or misalignment in the transmission case itself but was certainly heading for a catastrophic failure.

Mike Craft



| AGCO Your Agriculture Company | Dealer<br>327659 Powell Tractor Inc. (Westminster-South Carolina) 2154 Highway 59 Westminster South Carolina 29693 United States | **Customer**<br>Eswin Aguilar Pineda | Work Order<br>wo79876 nance 2<br><br>Dealer Claim Number<br>wo79876 nance 2 | AGCO Claim Number<br>C-6377639 | Print Date<br>2024-04-05 |
|---|---|---|---|---|---|

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 3YR-POWERTRAIN 2000HR |
| Unit Usage | 335.00 | Dealer File Date | 10/4/2021 |
| Unit of Measure | Hours | Failure Date | 6/23/2021 |
| Separator/ Header Hours | | Repair Date | 10/4/2021 |
| Credit / Debit Amount | USD 8,843.61 | Approved/Rejection Date | 12/29/2021 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | 4314571m94 | Causal Part Description | HOUSING |
| Global Severity | Machine Immobilized | Global Defect Code | BURST/SPLIT-905 |
| Global Failure Area | Transmission/Gear Box/Drive Train-020 | Global Failure Sub Area | Castings/Mounts/Hardware-2002 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | we did this for nance tractor with the understanding we receive 100% for our time and parts per AGCO there was a crack in rear housing ring and pinion bearings starting to fall from metal contraption removed cab disassembled rear housing replaced all bearings housing and reassembled and put cab back on | | |
| External Comments | | | |

I FORGOT TO PUT MISC COST IN FOR DELIVERY

AGCO 00045

## Claim Financial Line Details

### Parts

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| 4314571m94 | HOUSING | 1.00 | 1801.25 | 1.00 | 0.00 | 1801.25 | 270.19 | 0.00 | 2071.44 |
| 3383349m1 | TAPER BEARING | 1.00 | 77.89 | 1.00 | 0.00 | 77.89 | 11.68 | 0.00 | 89.57 |
| 3014226x1 | ADJUSTING SHIM | 2.00 | 12.68 | 2.00 | 0.00 | 12.68 | 1.90 | 0.00 | 14.58 |
| acp0644110 | TAPER BEARING | 1.00 | 23.80 | 1.00 | 0.00 | 23.80 | 3.57 | 0.00 | 27.37 |
| 4300023m1 | ADJUSTING SHIM | 2.00 | 7.44 | 2.00 | 0.00 | 7.44 | 1.12 | 0.00 | 8.56 |
| 3014238x1 | ADJUSTING SHIM | 2.00 | 11.90 | 2.00 | 0.00 | 11.90 | 1.78 | 0.00 | 13.68 |
| 3011409x1 | O-RING | 1.00 | 0.99 | 1.00 | 0.00 | 0.99 | 0.15 | 0.00 | 1.14 |
| 3014905x1 | RADIAL SEALING RING | 1.00 | 5.83 | 1.00 | 0.00 | 5.83 | 0.87 | 0.00 | 6.70 |
| 3011410x1 | O-RING | 1.00 | 0.65 | 1.00 | 0.00 | 0.65 | 0.10 | 0.00 | 0.75 |
| 3014079x91 | TAPERED BEARING | 1.00 | 51.49 | 1.00 | 0.00 | 51.49 | 7.72 | 0.00 | 59.21 |
| 3014233x1 | ADJUSTING SHIM | 2.00 | 7.66 | 2.00 | 0.00 | 7.66 | 1.15 | 0.00 | 8.81 |
| 4311695m1 | NUT SPECIAL | 1.00 | 10.84 | 1.00 | 0.00 | 10.84 | 1.63 | 0.00 | 12.47 |
| 72313538 | HYDRAULIC FLUID | 1.00 | 25.35 | 1.00 | 0.00 | 25.35 | 3.80 | 0.00 | 29.15 |
| 3014076x91 | TAPER BEARING | 1.00 | 44.16 | 1.00 | 0.00 | 44.16 | 6.62 | 0.00 | 50.78 |
| 4305375m1 | SHAFT SEAL | 1.00 | 44.00 | 1.00 | 0.00 | 44.00 | 6.60 | 0.00 | 50.60 |
| 3016095x1 | BALL BEARING | 2.00 | 25.82 | 2.00 | 0.00 | 25.82 | 3.87 | 0.00 | 29.69 |
| 1009659m1 | O-RING | 1.00 | 0.39 | 1.00 | 0.00 | 0.39 | 0.06 | 0.00 | 0.45 |
| 3014899x1 | RADIAL SEALING RING | 1.00 | 10.51 | 1.00 | 0.00 | 10.51 | 1.58 | 0.00 | 12.09 |
| 3382874m1 | SEGMENT | 2.00 | 19.58 | 2.00 | 0.00 | 19.58 | 2.94 | 0.00 | 22.52 |
| 79037109 | OIL | 20.00 | 79.03 | 20.00 | 0.00 | 79.03 | 11.85 | 0.00 | 90.88 |
| 3799471m1 | BACKUP RING | 1.00 | 4.83 | 1.00 | 0.00 | 4.83 | 0.72 | 0.00 | 5.55 |
| acp0038540 | COMPOUND | 4.00 | 47.84 | 4.00 | 0.00 | 47.84 | 7.18 | 0.00 | 55.02 |

### Labor

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| RepairHours | 95 | 52.30 | 4968.50 | 37.08 | 6.00 | 4092.60 | 0.00 | 0.00 | 4092.60 |
| DiagnosticHours | 95 | 20.00 | 1900.00 | 0.00 | 20.00 | 1900.00 | 0.00 | 0.00 | 1900.00 |
| ExceptionHours | 95 | 2.00 | 190.00 | 0.00 | 2.00 | 190.00 | 0.00 | 0.00 | 190.00 |

### Miscellaneous

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

### FINANCIAL SUMMARY

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) | Total Claim Approved Amount (USD) |
|---|---|---|---|---|---|
| 9372.43 | 2661.01 | 6182.60 | 0.00 | 0.00 | 8843.61 |

### Claim Payment Details

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1485028 | 1485028 | 2021-11-11 | 1485028 | 2021-11-11 | 6183.61 | Invoiced | |
| 1500035 | 1500035 | 2021-12-29 | 1500035 | 2021-12-29 | 2660.00 | Invoiced | |

AGCO 00047

AGCO
Your Agriculture Company

AGCO CORPORATION
4205 River Green Parkway, Duluth, GA 30096-2563
www.AGCOcorp.com
+1 770 813 9200

DATE: August 2, 2022 IRS #: [redacted]

Dear Sir,

I, Amy Ganter, do hereby declare that we are the manufacturers of the articles covered by the below entry and that these articles were manufactured by AGCO Corporation in China.

Brand – Massey Ferguson
Model – MF4707
Serial Number – MC040EJ5236016
3 cylinders

We hereby declare that no drawback has been paid thereon, nor on any part thereof; that no drawback will be claimed, nor any certificate of delivery has been made or will be issued.

Amy Ganter

Amy Ganter
Inventory Analyst
PCR/Dealer Central Division
AGCO Corporation

# Certificate of Origin for a Vehicle

AGCO
Your Agriculture Company

DATE
February 18, 2019

INVOICE NO.
92002152

VEHICLE IDENTIFICATION NUMBER
MC040EJ5236016

| YEAR | MAKE | SHIPPING WEIGHT |
|---|---|---|
| 2019 | Massey Ferguson | 7, 478 lbs |
| BODY TYPE | | NO. CYLS |
| Metal | | 3 |
| H.P. (S.A.E.) | GVWR | SERIES OR MODEL |
| 58 | 7, 978 lbs | MF4707 |

I, the undersigned authorized representative of the company, firm or corporation named below hereby certify that the new vehicle described above is the property of said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor, dealer or end user.

NAME OF DISTRIBUTOR, DEALER, OR END USER

Nance Tractor and Implement, Inc.
450 Church Street
McConnells, SC 29726

This vehicle conforms to all applicable Federal Motor Vehicle Safety Standards and Environmental Protection Agency requirements in accordance with the National Highway Traffic Safety Administration. It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

AGCO CORPORATION

No. 4481

By Amy Hunter
(SIGNATURE OF AUTHORIZED REPRESENTATIVE (AGENT))

DULUTH, GA
CITY, STATE

THIS CERTIFICATE CONTAINS A WATERMARK WHICH READS:
Hold up to light to Verify. The WaterMark is visible from both sides.
The Micro-Text wording is in the center of the border
and spells out : AGCO CORPORATION

CHICAGOWATERMARK.COM 19422

AGCO
Your Agriculture Company

AGCO 00049

Each undersigned seller certifies to the best of his knowledge, information and under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interest other than those disclosed herein and warrant title to the vehicle.

**FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:**

**DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1**

NAME OF PURCHASER(S) _____

ADDRESS _____

I hereby certify to the best of my knowledge that the odometer reading is _____ No Tenths

DEALER _____ BY: _____
NAME OF DEALERSHIP DEALER LICENSE NUMBER

Being duly sworn upon oath says that the statements set forth are true and correct.

State of _____ Subscribed and sworn before me on this date _____

County of _____ Notary Public

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

**DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2**

NAME OF PURCHASER(S) _____

ADDRESS _____

I hereby certify to the best of my knowledge that the odometer reading is _____ No Tenths

DEALER _____ BY: _____
NAME OF DEALERSHIP DEALER LICENSE NUMBER

Being duly sworn upon oath says that the statements set forth are true and correct.

State of _____ Subscribed and sworn before me on this date _____

County of _____ Notary Public

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

**DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3**

NAME OF PURCHASER(S) _____

ADDRESS _____

I hereby certify to the best of my knowledge that the odometer reading is _____ No Tenths

DEALER _____ BY: _____
NAME OF DEALERSHIP DEALER LICENSE NUMBER

Being duly sworn upon oath says that the statements set forth are true and correct.

State of _____ Subscribed and sworn before me on this date _____

County of _____ Notary Public

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

**ODOMETER DISCLOSURE FOR RETAIL SALE**

Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

Odometer Reading _____ No Tenths

☐ The mileage stated is in excess of its mechanical limits.

☐ The Odometer reading is not the actual mileage.

Signature of Seller(s) _____

Printed Name of Seller(s) _____ Dealers No. _____

Signature of Purchaser(s) _____

Printed Name of Purchaser(s) _____

Company Name (If Applicable) _____

Address of Purchaser(s) _____

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

**WARNING ODOMETER DISCREPANCY**

Date of Statement _____ Date of Sale _____

Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____

_____ Notary Public

State of _____

County of _____

**LIENHOLDER**

1st Lien in favor of _____

whose address is _____

2nd Lien in favor of _____

whose address is _____

**VERIFY AUTHENTICITY**

This document complies with AND EXCEEDS the AAMVA recommended safety features for a Certificate of Origin including: A CUSTOM transparent WaterMark of the company, visible from both sides of the paper. Hold up to Light to Verify. Change Protection: A stain will appear if information on the front is altered. Anti-Copying: Copying or scanning this document will result in the appearance of the word VOID throughout the sheet. Engraved border, Security thread, Complex colors, Microtext, Pantograph, Flourescent ink, and other safety features.

AGCO 00050

[redacted]

**From:** Conner, Phillip <Phillip.Conner@agcocorp.com>
**Sent:** Friday, October 11, 2019 9:42 AM
**To:** Conner, Phillip
**Subject:** Eswin Aguilar

I spoke with Mr. Eswin On October 6 in regards to his initial complaint about the trellborg tire That was damaged. Customer believes that the issue was from a defective tire. I 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. Upon talking to Chris and Henry it was determined that the tire was most likely cut from a three point implement and was not a defective tire.
Friday, October 11 I called the customer to let him know the information that I had found out and he immediately started in saying that it was not his fault and he was going to have somebody whether it be Agco or Nance tractor pay for a replacement tire. To help smooth the situation I offered to pay for the pick up and delivery of the tractor since it was in the shop for another warranty issue that was covered under warranty at the same time.

Ultimately the customer became very upset and said he would be getting his lawyer involved at this time we ended the conversation.
Sent from my iPhone

| AGCO Your Agriculture Company | Dealer<br>327659 Powell Tractor Inc. (Westminster-South Carolina) 2154 Highway 59 Westminster South Carolina 29693 United States | Customer<br>Eswin Aguilar Pineda | Work Order<br>wo79375<br><br>Dealer Claim Number<br>wo79375 | AGCO Claim Number<br>C-6083914 | Print Date<br>2024-04-09 |
|---|---|---|---|---|---|

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Goodwill Claim | Applicable Policy | AGCO_NA_Goodwill |
| Unit Usage | 335.00 | Dealer File Date | 7/28/2021 |
| Unit of Measure | Hours | Failure Date | 7/28/2021 |
| Separator/ Header Hours | | Repair Date | 7/28/2021 |
| Credit / Debit Amount | USD 1,536 15 | Approved/Rejection Date | 7/28/2021 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | acw072440a | Causal Part Description | GEARBOX |
| Global Severity | Machine Immobilized | Global Defect Code | ENGAGEMENT ISSUE-915 |
| Global Failure Area | Transmission/Gear Box/Drive Train-020 | Global Failure Sub Area | Shafts/Gears/Bearings-2011 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | tractor wont move in gears | | |
| External Comments | | | |
| Appeal Comments | | | |

AGCO 00052

## Claim Financial Line Details

### Parts

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|

### Labor

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| RepairHours | 95 | 16.17 | 1536.15 | 0.00 | 16.17 | 1536.15 | 0.00 | 0.00 | 1536.15 |

### Miscellaneous

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

### FINANCIAL SUMMARY

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) | Total Claim Approved Amount (USD) |
|---|---|---|---|---|---|
| 1536.15 | 0.00 | 1536.15 | 0.00 | 0.00 | 1536.15 |

### Claim Payment Details

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1454449 | 1454449 | 2021-07-28 | 1454449 | 2021-07-28 | 1536.15 | Invoiced | |

AGCO 00053

| AGCO Your Agriculture Company | Dealer | Customer | Work Order | AGCO Claim Number | Print Date |
|---|---|---|---|---|---|
| | 327659 Powell Tractor Inc. (Westminster-South Carolina) 2154 Highway 59 Westminster South Carolina 29693 United States | Eswin Aguilar Pineda | wo79876 nance 2<br>Dealer Claim Number<br>wo79876 nance 2 | C-6377639 | 2024-04-09 |

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 3YR-POWERTRAIN 2000HR |
| Unit Usage | 335.00 | Dealer File Date | 10/4/2021 |
| Unit of Measure | Hours | Failure Date | 6/23/2021 |
| Separator/ Header Hours | | Repair Date | 10/4/2021 |
| Credit / Debit Amount | USD 8,843.61 | Approved/Rejection Date | 12/29/2021 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | 4314571m94 | Causal Part Description | HOUSING |
| Global Severity | Machine Immobilized | Global Defect Code | BURST/SPLIT-905 |
| Global Failure Area | Transmission/Gear Box/Drive Train-020 | Global Failure Sub Area | Castings/Mounts/Hardware-2002 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | we did this for nance tractor with the understanding we receive 100% for our time and parts per AGCO there was a crack in rear housing ring and pinion bearings starting to fall from metal contraption removed cab disassembled rear housing replaced all bearings housing and reassembled and put cab back on | | |
| External Comments | | | |

I FORGOT TO PUT MISC COST IN FOR DELIVERY

AGCO 00054

| | |
|---|---|
| | ^60.00 FROM fRANCE i ATTACHED INVOICE. Please add the miscellaneous cost and attach the documentation from AGCO approving this repair, SORRY , Please separate repair, diagnostic, and exception labor. , Appeal approved for diagnostic labor, exception labor and additional repair labor. |
| Appeal Comments | there was a lot more hours to finish this job. We had to take the cab off and several diagnostic we really need more money for our labor hours |

AGCO 00055

## Claim Financial Line Details

### Parts

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| 4314571m94 | HOUSING | 1.00 | 1801.25 | 1.00 | 0.00 | 1801.25 | 270.19 | 0.00 | 2071.44 |
| 3383349m1 | TAPER BEARING | 1.00 | 77.89 | 1.00 | 0.00 | 77.89 | 11.68 | 0.00 | 89.57 |
| 3014226x1 | ADJUSTING SHIM | 2.00 | 12.68 | 2.00 | 0.00 | 12.68 | 1.90 | 0.00 | 14.58 |
| acp0644110 | TAPER BEARING | 1.00 | 23.80 | 1.00 | 0.00 | 23.80 | 3.57 | 0.00 | 27.37 |
| 4300023m1 | ADJUSTING SHIM | 2.00 | 7.44 | 2.00 | 0.00 | 7.44 | 1.12 | 0.00 | 8.56 |
| 3014238x1 | ADJUSTING SHIM | 2.00 | 11.90 | 2.00 | 0.00 | 11.90 | 1.78 | 0.00 | 13.68 |
| 3011409x1 | O-RING | 1.00 | 0.99 | 1.00 | 0.00 | 0.99 | 0.15 | 0.00 | 1.14 |
| 3014905x1 | RADIAL SEALING RING | 1.00 | 5.83 | 1.00 | 0.00 | 5.83 | 0.87 | 0.00 | 6.70 |
| 3011410x1 | O-RING | 1.00 | 0.65 | 1.00 | 0.00 | 0.65 | 0.10 | 0.00 | 0.75 |
| 3014079x91 | TAPERED BEARING | 1.00 | 51.49 | 1.00 | 0.00 | 51.49 | 7.72 | 0.00 | 59.21 |
| 3014233x1 | ADJUSTING SHIM | 2.00 | 7.66 | 2.00 | 0.00 | 7.66 | 1.15 | 0.00 | 8.81 |
| 4311695m1 | NUT SPECIAL | 1.00 | 10.84 | 1.00 | 0.00 | 10.84 | 1.63 | 0.00 | 12.47 |
| 72313538 | HYDRAULIC FLUID | 1.00 | 25.35 | 1.00 | 0.00 | 25.35 | 3.80 | 0.00 | 29.15 |
| 3014076x91 | TAPER BEARING | 1.00 | 44.16 | 1.00 | 0.00 | 44.16 | 6.62 | 0.00 | 50.78 |
| 4305375m1 | SHAFT SEAL | 1.00 | 44.00 | 1.00 | 0.00 | 44.00 | 6.60 | 0.00 | 50.60 |
| 3016095x1 | BALL BEARING | 2.00 | 25.82 | 2.00 | 0.00 | 25.82 | 3.87 | 0.00 | 29.69 |
| 1009659m1 | O-RING | 1.00 | 0.39 | 1.00 | 0.00 | 0.39 | 0.06 | 0.00 | 0.45 |
| 3014899x1 | RADIAL SEALING RING | 1.00 | 10.51 | 1.00 | 0.00 | 10.51 | 1.58 | 0.00 | 12.09 |
| 3382874m1 | SEGMENT | 2.00 | 19.58 | 2.00 | 0.00 | 19.58 | 2.94 | 0.00 | 22.52 |
| 79037109 | OIL | 20.00 | 79.03 | 20.00 | 0.00 | 79.03 | 11.85 | 0.00 | 90.88 |
| 3799471m1 | BACKUP RING | 1.00 | 4.83 | 1.00 | 0.00 | 4.83 | 0.72 | 0.00 | 5.55 |
| acp0038540 | COMPOUND | 4.00 | 47.84 | 4.00 | 0.00 | 47.84 | 7.18 | 0.00 | 55.02 |

### Labor

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| RepairHours | 95 | 52.30 | 4968.50 | 37.08 | 6.00 | 4092.60 | 0.00 | 0.00 | 4092.60 |
| DiagnosticHours | 95 | 20.00 | 1900.00 | 0.00 | 20.00 | 1900.00 | 0.00 | 0.00 | 1900.00 |
| ExceptionHours | 95 | 2.00 | 190.00 | 0.00 | 2.00 | 190.00 | 0.00 | 0.00 | 190.00 |

### Miscellaneous

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

### FINANCIAL SUMMARY

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) | Total Claim Approved Amount (USD) |
|---|---|---|---|---|---|
| 9372.43 | 2661.01 | 6182.60 | 0.00 | 0.00 | 8843.61 |

### Claim Payment Details

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1485028 | 1485028 | 2021-11-11 | 1485028 | 2021-11-11 | 6183.61 | Invoiced | |
| 1500035 | 1500035 | 2021-12-29 | 1500035 | 2021-12-29 | 2660.00 | Invoiced | |

AGCO 00056

| AGCO Your Agriculture Company | Dealer | Customer | Work Order | AGCO Claim Number | Print Date |
|---|---|---|---|---|---|
| | 328105 Nance Tractor and Implement, Inc (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | Eswin Aguilar Pineda | WM03665<br>Dealer Claim Number<br>PinedaWMO3665 | C-2620529 | 2021-05-12 |

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 2Y-STANDARD-2000HR |
| Unit Usage | 20.00 | Dealer File Date | 10/12/2019 |
| Unit of Measure | Hours | Failure Date | 10/1/2019 |
| Separator/ Header Hours | | Repair Date | 10/11/2019 |
| Credit / Debit Amount | USD 3,510.87 | Approved/Rejection Date | 11/5/2019 |
| Part Number(Part Warranty Claim) | | Part Fitted Date | 10/11/2019 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | 4309789m1 | Causal Part Description | SHAFT |
| Global Severity | Machine Immobilized | Global Defect Code | FRACTURED / SHEARED / CRACKED-920 |
| Global Failure Area | Transmission/Gear Box/Drive Train-020 | Global Failure Sub Area | Hydraulic Clutches for Speed-Range & Reverser Control 2008 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | Shaft broke causing shearing of gears of broken parts | | |
| External Comments | Approved per policy-reduced labor per peer claim avg. max diagnostic hours allowed per policy is 4 hrs. | | |
| Appeal Comments | | | |

## Claim Financial Line Details

### Parts

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| 1440477x1 | EXTERNAL RETAINING RING | 1.00 | 0.82 | 1.00 | 0.00 | 0.82 | 0.00 | 0.00 | 0.82 |
| 3011516x1 | BALL BEARING | 1.00 | 21.59 | 1.00 | 0.00 | 21.59 | 0.00 | 0.00 | 21.59 |
| 3011690x1 | RADIAL SEALING RING | 1.00 | 12.99 | 1.00 | 0.00 | 12.99 | 0.00 | 0.00 | 12.99 |
| 3014218x1 | HEXAGONAL HEAD BOLT | 5.00 | 3.30 | 5.00 | 0.00 | 3.30 | 0.00 | 0.00 | 3.30 |
| 339322x1 | EXTERNAL RETAINING RING | 1.00 | 0.69 | 1.00 | 0.00 | 0.69 | 0.00 | 0.00 | 0.69 |
| 339437x1 | INTERNAL RETAINING RING | 1.00 | 2.59 | 1.00 | 0.00 | 2.59 | 0.00 | 0.00 | 2.59 |
| 339481x1 | ROLLER BEARING | 1.00 | 14.50 | 1.00 | 0.00 | 14.50 | 0.00 | 0.00 | 14.50 |
| 366434x1 | O-RING | 1.00 | 0.39 | 1.00 | 0.00 | 0.39 | 0.00 | 0.00 | 0.39 |
| 3796350m1 | SEGMENT | 1.00 | 17.89 | 1.00 | 0.00 | 17.89 | 0.00 | 0.00 | 17.89 |
| 4302669m1 | COUNTERSUNK, SOCKET HEAD CAPSCREW | 6.00 | 5.94 | 6.00 | 0.00 | 5.94 | 0.00 | 0.00 | 5.94 |
| 4309604m2 | GEAR | 1.00 | 119.98 | 1.00 | 0.00 | 119.98 | 0.00 | 0.00 | 119.98 |
| 4309646m1 | STRAINER | 1.00 | 45.36 | 1.00 | 0.00 | 45.36 | 0.00 | 0.00 | 45.36 |
| 4310438m2 | INDUCTIVE SENSOR | 1.00 | 37.93 | 1.00 | 0.00 | 37.93 | 0.00 | 0.00 | 37.93 |
| 4309789m1 | SHAFT | 1.00 | 63.40 | 1.00 | 0.00 | 63.40 | 0.00 | 0.00 | 63.40 |

### Labor

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (U |
|---|---|---|---|---|---|---|---|---|---|
| RepairHours | 95 | 48.00 | 4560.00 | 35.00 | 0.00 | 3325.00 | -332.50 | 0.00 | 2992.50 |
| DiagnosticHours | 95 | 10.00 | 950.00 | 2.00 | 0.00 | 190.00 | -19.00 | 0.00 | 171.00 |

### Miscellaneous

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

### FINANCIAL SUMMARY

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) |
|---|---|---|---|---|
| 6857.37 | 347.37 | 3163.50 | 0.00 | 0.00 |

### Claim Payment Details

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1294075 | 1294075 | 2019-11-05 | 1294075 | 2019-11-05 | 3510.87 | Invoiced | |

| AGCO Your Agriculture Company | Dealer | Customer | Work Order | AGCO Claim Number | Print Date |
|---|---|---|---|---|---|
| | 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | Eswin Aguilar Pineda | WM03665<br>Dealer Claim Number<br>PinedaWM03665 | C-2620587 | 2021-05-12 |

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Goodwill Claim | Applicable Policy | AGCO_NA_Goodwill |
| Unit Usage | 20.00 | Dealer File Date | 10/12/2019 |
| Unit of Measure | Hours | Failure Date | 10/12/2019 |
| Separator/ Header Hours | | Repair Date | 10/12/2019 |
| Credit / Debit Amount | USD 300.00 | Approved/Rejection Date | 12/18/2019 |
| Part Number(Part Warranty Claim) | | Part Fitted Date | 10/12/2019 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | 4309789m1 | Causal Part Description | SHAFT |
| Global Severity | Machine Immobilized | Global Defect Code | FRACTURED / SHEARED / CRACKED-920 |
| Global Failure Area | Transmission/Gear Box/Drive Train-020 | Global Failure Sub Area | Hydraulic Clutches for Speed-Range & Reverser Control 2008 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | | | |
| External Comments | Approved per email from Phillip Conner | | |
| Appeal Comments | | | |

**Claim Financial Line Details**

**Parts**

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|

**Labor**

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|

**Miscellaneous**

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|
| Freight | 0.00 | 1.00 | 300.00 | 1.00 | 300.00 | 0.00 | 0.00 | 300.00 |

**FINANCIAL SUMMARY**

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) |
|---|---|---|---|---|
| 300.00 | 0.00 | 0.00 | 300.00 | 0.00 |

**Claim Payment Details**

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1305637 | 1305637 | 2019-12-18 | 1305637 | 2019-12-18 | 300.00 | Invoiced | |

| AGCO Your Agriculture Company | **Dealer** 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | **Customer** Eswin Aguilar Pineda | Work Order WM04279<br>Dealer Claim Number WM04279Pineda | AGCO Claim Number C-2737468 | Print Date 2021-05-12 |
|---|---|---|---|---|---|

**Warranty Claim Details**

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 2Y-STANDARD-2000HR |
| Unit Usage | 184.00 | Dealer File Date | 9/19/2020 |
| Unit of Measure | Hours | Failure Date | 8/8/2020 |
| Separator/ Header Hours | | Repair Date | 9/4/2020 |
| Credit / Debit Amount | USD 3,820.89 | Approved/Rejection Date | 9/27/2020 |
| Part Number(Part Warranty Claim) | | Part Fitted Date | 9/4/2020 |
| | | Service Schedule | |

**Claim Failure Information**

| | | | |
|---|---|---|---|
| Causal Part Number | 4358744M1 | Causal Part Description | SHAFT |
| Global Severity | Machine Immobilized | Global Defect Code | STRIPPED, SPLINES/THREADS DAMAGED-946 |
| Global Failure Area | Transmission/Gear Box/Drive Train-020 | Global Failure Sub Area | Shafts/Gears/Bearings-2011 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | There were multiple shafts, gears, bearings, and parts of the synchro that bursted due to too much pressure being put on the gears by the electronics of the tractor. We split it and replaced everything that was broken in the tractor's internal housing. | | |
| External Comments | Approved per policy. Shop supplies are not warrantable | | |
| Appeal Comments | | | |

## Claim Financial Line Details

### Parts

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| 4358744M1 | SHAFT | 1.00 | 92.61 | 1.00 | 0.00 | 92.61 | 0.00 | 0.00 | 92.61 |
| 4309789M1 | SHAFT | 1.00 | 64.83 | 1.00 | 0.00 | 64.83 | 0.00 | 0.00 | 64.83 |
| 4361934M1 | GEAR | 1.00 | 128.68 | 1.00 | 0.00 | 128.68 | 0.00 | 0.00 | 128.68 |
| 4309604M2 | GEAR | 1.00 | 122.68 | 1.00 | 0.00 | 122.68 | 0.00 | 0.00 | 122.68 |
| 4302670M1 | COUNTERSUNK, SOCKET HEAD CAPSCREW | 6.00 | 3.66 | 6.00 | 0.00 | 3.66 | 0.00 | 0.00 | 3.66 |
| 3009853X1 | TAPER BEARING | 1.00 | 24.99 | 1.00 | 0.00 | 24.99 | 0.00 | 0.00 | 24.99 |
| 4310774M1 | LOCKING SPRING | 3.00 | 24.84 | 3.00 | 0.00 | 24.84 | 0.00 | 0.00 | 24.84 |
| 1442085X1 | BALL | 3.00 | 13.68 | 3.00 | 0.00 | 13.68 | 0.00 | 0.00 | 13.68 |
| 3016383X91 | TAPER BEARING | 1.00 | 44.93 | 1.00 | 0.00 | 44.93 | 0.00 | 0.00 | 44.93 |
| 4306180M1 | SEGMENT | 2.00 | 21.44 | 2.00 | 0.00 | 21.44 | 0.00 | 0.00 | 21.44 |
| ACP0039340 | COMPOUND | 2.00 | 21.22 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4358760M91 | SYNCHRO | 1.00 | 236.87 | 1.00 | 0.00 | 236.87 | 0.00 | 0.00 | 236.87 |
| 4309605M1 | GEAR | 1.00 | 44.36 | 1.00 | 0.00 | 44.36 | 0.00 | 0.00 | 44.36 |
| 4309229M1 | HYDRAULIC FILTER ELEMENT | 1.00 | 49.58 | 1.00 | 0.00 | 49.58 | 0.00 | 0.00 | 49.58 |
| 79037109 | OIL | 60.00 | 229.20 | 42.00 | 0.00 | 160.44 | 0.00 | 0.00 | 160.44 |

### Labor

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (U |
|---|---|---|---|---|---|---|---|---|---|
| DiagnosticHours | 95 | 7.67 | 728.65 | 2.00 | 0.00 | 190.00 | -19.00 | 0.00 | 171.00 |
| RepairHours | 95 | 45.00 | 4275.00 | 30.60 | 0.00 | 2907.00 | -290.70 | 0.00 | 2616.30 |

### Miscellaneous

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

### FINANCIAL SUMMARY

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) |
|---|---|---|---|---|
| 6127.22 | 1033.59 | 2787.30 | 0.00 | 0.00 |

### Claim Payment Details

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1380732 | 1380732 | 2020-09-27 | 1380732 | 2020-09-27 | 3820.89 | Invoiced | |

| AGCO Your Agriculture Company | Dealer | Customer | Work Order | AGCO Claim Number | Print Date |
|---|---|---|---|---|---|
| | 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | Eswin Aguilar Pineda | WM04279<br>Dealer Claim Number<br>WM04279Pineda2 | C-2741575 | 2021-05-12 |

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Rejected and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | |
| Unit Usage | 184.00 | Dealer File Date | 9/19/2020 |
| Unit of Measure | Hours | Failure Date | 8/6/2020 |
| Separator/ Header Hours | | Repair Date | 9/19/2020 |
| Credit / Debit Amount | USD 0.00 | Approved/Rejection Date | 9/19/2020 |
| Part Number(Part Warranty Claim) | | Part Fitted Date | 9/19/2020 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | ACW023009A | Causal Part Description | GLASS |
| Global Severity | Impaired Functionality | Global Defect Code | FOREIGN OBJECT-919 |
| Global Failure Area | Cab/Operator Station-003 | Global Failure Sub Area | Glass/Doors/Windows-0307 |
| Complaint | Machine component failure | Cause | Physical flaw in component structure |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | 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. | | |
| External Comments | | | |
| Appeal Comments | | | |

**Claim Financial Line Details**

**Parts**

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| ACW023009A | GLASS | 1.00 | 414.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**Labor**

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (U |
|---|---|---|---|---|---|---|---|---|---|
| DiagnosticHours | 95 | 1.00 | 95.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| RepairHours | 95 | 5.00 | 475.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**Miscellaneous**

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

**FINANCIAL SUMMARY**

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) |
|---|---|---|---|---|
| 984.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**Claim Payment Details**

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|

| AGCO Your Agriculture Company | Dealer | Customer | Work Order | AGCO Claim Number | Print Date |
|---|---|---|---|---|---|
| | 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | Eswin Aguilar Pineda | WM04279<br>Dealer Claim Number<br>WM04279Pineda3 | C-2741576 | 2021-05-12 |

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 2Y-STANDARD-2000HR |
| Unit Usage | 184.00 | Dealer File Date | 9/19/2020 |
| Unit of Measure | Hours | Failure Date | 9/19/2020 |
| Separator/ Header Hours | | Repair Date | 9/19/2020 |
| Credit / Debit Amount | USD 684.00 | Approved/Rejection Date | 9/27/2020 |
| Part Number(Part Warranty Claim) | | Part Fitted Date | 9/19/2020 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | ACW0831540 | Causal Part Description | HARNESS |
| Global Severity | Impaired Functionality | Global Defect Code | SHORT-943 |
| Global Failure Area | Electrics/Electronics-008 | Global Failure Sub Area | Wiring/Harness-0824 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Repaired failed component | Error Codes | |
| Additional Failure Details | The rear lights were not working correctly. They were not staying on and sometimes wouldn't turn on at all. We traced down the wires and found that there were two wires that were frayed. WE repaired the two wires and everything worked well. | | |
| External Comments | Approved per policy | | |
| Appeal Comments | | | |

**Claim Financial Line Details**

**Parts**

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|

**Labor**

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (U |
|---|---|---|---|---|---|---|---|---|---|
| DiagnosticHours | 95 | 4.50 | 427.50 | 4.00 | 0.00 | 380.00 | -38.00 | 0.00 | 342.00 |
| RepairHours | 95 | 4.90 | 465.50 | 4.00 | 0.00 | 380.00 | -38.00 | 0.00 | 342.00 |

**Miscellaneous**

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

**FINANCIAL SUMMARY**

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) |
|---|---|---|---|---|
| 893 00 | 0.00 | 684.00 | 0.00 | 0.00 |

**Claim Payment Details**

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1380733 | 1380733 | 2020-09-27 | 1380733 | 2020-09-27 | 684.00 | Invoiced | |

| AGCO Your Agriculture Company | Dealer | Customer | Work Order | AGCO Claim Number | Print Date |
|---|---|---|---|---|---|
| | 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | Eswin Aguilar Pineda | WM04279<br>Dealer Claim Number<br>WM04279Pineda4 | C-2741578 | 2021-05-12 |

**Warranty Claim Details**

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 2Y-STANDARD-2000HR |
| Unit Usage | 184.00 | Dealer File Date | 9/19/2020 |
| Unit of Measure | Hours | Failure Date | 9/16/2020 |
| Separator/ Header Hours | | Repair Date | 9/19/2020 |
| Credit / Debit Amount | USD 284.87 | Approved/Rejection Date | 9/19/2020 |
| Part Number(Part Warranty Claim) | | Part Fitted Date | 9/19/2020 |
| | | Service Schedule | |

**Claim Failure Information**

| | | | |
|---|---|---|---|
| Causal Part Number | 4387039M1 | Causal Part Description | FUEL GAUGE |
| Global Severity | Impaired Functionality | Global Defect Code | LOOSE CONNECTION-926 |
| Global Failure Area | Engine-010 | Global Failure Sub Area | Fuel System Tanks/ Low Pressure Lines-1016 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | Tech connect claim #2655997 told us to do a few tests and we found that there was a faulty fuel gauge. We had to remove the fuel tank to install a new one. The fuel gauge would go to zero after revving up. | | |
| External Comments | | | |
| Appeal Comments | | | |

**Claim Financial Line Details**

**Parts**

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| 4387039M1 | FUEL GAUGE | 1.00 | 71.12 | 1.00 | 0.00 | 71.12 | 0.00 | 0.00 | 71.12 |

**Labor**

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (U |
|---|---|---|---|---|---|---|---|---|---|
| DiagnosticHours | 95 | 5.75 | 546.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| RepairHours | 95 | 4.65 | 441.75 | 2.50 | 0.00 | 237.50 | -23.75 | 0.00 | 213.75 |

**Miscellaneous**

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

**FINANCIAL SUMMARY**

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) |
|---|---|---|---|---|
| 1059.12 | 71.12 | 213.75 | 0.00 | 0.00 |

**Claim Payment Details**

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1378611 | 1378611 | 2020-09-19 | 1378611 | 2020-09-19 | 284.87 | Invoiced | |

| AGCO Your Agriculture Company | Dealer | Customer | Work Order | AGCO Claim Number | Print Date |
|---|---|---|---|---|---|
| | 328105 Nance Tractor and Implement, Inc (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | Eswin Aguilar Pineda | WM04561<br>Dealer Claim Number<br>WM04561Pineda | C-2749433 | 2021-05-12 |

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 2Y-STANDARD-2000HR |
| Unit Usage | 185.00 | Dealer File Date | 10/15/2020 |
| Unit of Measure | Hours | Failure Date | 10/12/2020 |
| Separator/ Header Hours | | Repair Date | 10/15/2020 |
| Credit / Debit Amount | USD 305.21 | Approved/Rejection Date | 10/16/2020 |
| Part Number(Part Warranty Claim) | | Part Fitted Date | 10/15/2020 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | ACW0336560 | Causal Part Description | SLEEVE |
| Global Severity | Impaired Functionality | Global Defect Code | WORN / FATIGUED-957 |
| Global Failure Area | Axles/Drawbars/Auto Pickup Hitches-001 | Global Failure Sub Area | Center Drive Shafts/Drop Boxes/Transfer Cases-0109 |
| Complaint | Machine performance erratic, no component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | The sleeve on the drive shaft was worn and not holding a bolt. We replaced the sleeve after doing all of the diagnostics as our tech connect case #2690503 instructed. | | |
| External Comments | Approved per policy | | |
| Appeal Comments | | | |

## Claim Financial Line Details

### Parts

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| ACW0336560 | SLEEVE | 1.00 | 48.71 | 1.00 | 0.00 | 48.71 | 0.00 | 0.00 | 48.71 |

### Labor

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (U |
|---|---|---|---|---|---|---|---|---|---|
| DiagnosticHours | 95 | 4.50 | 427.50 | 2.00 | 0.00 | 190.00 | -19.00 | 0.00 | 171.00 |
| RepairHours | 95 | 2.50 | 237.50 | 1.00 | 0.00 | 95.00 | -9.50 | 0.00 | 85.50 |

### Miscellaneous

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

### FINANCIAL SUMMARY

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) |
|---|---|---|---|---|
| 713.71 | 48.71 | 256.50 | 0.00 | 0.00 |

### Claim Payment Details

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1386337 | 1386337 | 2020-10-16 | 1386337 | 2020-10-16 | 305.21 | Invoiced | |

| AGCO Your Agriculture Company | Dealer | Customer | Work Order | AGCO Claim Number | Print Date |
|---|---|---|---|---|---|
| | 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | Eswin Aguilar Pineda | WM04561<br>Dealer Claim Number<br>WM04561Pineda1 | C-2749441 | 2021-05-12 |

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 2Y-STANDARD-2000HR |
| Unit Usage | 186.00 | Dealer File Date | 10/15/2020 |
| Unit of Measure | Hours | Failure Date | 10/12/2020 |
| Separator/ Header Hours | | Repair Date | 10/15/2020 |
| Credit / Debit Amount | USD 46.87 | Approved/Rejection Date | 10/16/2020 |
| Part Number(Part Warranty Claim) | | Part Fitted Date | 10/15/2020 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | V837079627 | Causal Part Description | BLEED SCREW |
| Global Severity | Impaired Functionality | Global Defect Code | BURST/SPLIT-905 |
| Global Failure Area | Engine-010 | Global Failure Sub Area | Fuel Filters/Water Separators-1015 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | The bleeder screw was being unscrew and just broke in half. There was very little pressure on it, and the screw oring was flat, so we replaced it also. | | |
| External Comments | Approved per policy | | |
| Appeal Comments | | | |

**Claim Financial Line Details**

**Parts**

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| V837079627 | BLEED SCREW | 1.00 | 9.79 | 1.00 | 0.00 | 9.79 | 0.00 | 0.00 | 9.79 |
| V837079628 | O-RING | 1.00 | 2.88 | 1.00 | 0.00 | 2.88 | 0.00 | 0.00 | 2.88 |

**Labor**

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount ( |
|---|---|---|---|---|---|---|---|---|---|
| DiagnosticHours | 95 | 0.50 | 47.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| RepairHours | 95 | 0.50 | 47.50 | 0.40 | 0.00 | 38.00 | -3.80 | 0.00 | 34.20 |

**Miscellaneous**

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

**FINANCIAL SUMMARY**

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) |
|---|---|---|---|---|
| 107.67 | 12.67 | 34.20 | 0.00 | 0.00 |

**Claim Payment Details**

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1386342 | 1386342 | 2020-10-16 | 1386342 | 2020-10-16 | 46.87 | Invoiced | |

| AGCO Your Agriculture Company | Dealer | Customer | Work Order | AGCO Claim Number | Print Date |
|---|---|---|---|---|---|
| | 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | Eswin Aguilar Pineda | #1002<br>Dealer Claim Number<br>#1002Pineda | C-2777987 | 2024-04-09 |

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 2Y-STANDARD-2000HR |
| Unit Usage | 220.00 | Dealer File Date | 2/2/2021 |
| Unit of Measure | Hours | Failure Date | 1/13/2021 |
| Separator/ Header Hours | | Repair Date | 2/2/2021 |
| Credit / Debit Amount | USD 1,651.16 | Approved/Rejection Date | 2/4/2021 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | 4360266M2 | Causal Part Description | HYDRAULIC PUMP |
| Global Severity | Machine Immobilized | Global Defect Code | SEIZED-942 |
| Global Failure Area | Hydraulics-013 | Global Failure Sub Area | Hydraulic Pumps-Low Pressure & High Pressure-1309 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | We completely flushed out the hydraulic system and replaced all the filters and the hydraulic pump. The hydraulics weren't working and Dave instructed us to blow the lines out and flush the system about 3 times amidst changing the pump. | | |
| External Comments | Approved per policy. Labor paid to peer average | | |
| Appeal Comments | | | |

AGCO 00073

## Claim Financial Line Details

### Parts

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| 4360266M2 | HYDRAULIC PUMP | 1.00 | 452.88 | 1.00 | 0.00 | 452.88 | 90.58 | 0.00 | 543.46 |
| 4314932M1 | COVER GASKET | 2.00 | 187.42 | 2.00 | 0.00 | 187.42 | 37.48 | 0.00 | 224.90 |
| 4309646M1 | STRAINER | 1.00 | 46.74 | 1.00 | 0.00 | 46.74 | 9.35 | 0.00 | 56.09 |
| 4309229M1 | HYDRAULIC FILTER ELEMENT | 1.00 | 49.73 | 1.00 | 0.00 | 49.73 | 9.95 | 0.00 | 59.68 |

### Labor

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| DiagnosticHours | 95 | 30.00 | 2850.00 | 1.34 | 0.00 | 127.30 | 12.73 | 0.00 | 140.03 |
| RepairHours | 95 | 30.00 | 2850.00 | 6.00 | 0.00 | 570.00 | 57.00 | 0.00 | 627.00 |
| ExceptionHours | 95 | 15.00 | 1425.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

### Miscellaneous

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

### FINANCIAL SUMMARY

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) | Total Claim Approved Amount (USD) |
|---|---|---|---|---|---|
| 7861.77 | 884.13 | 767.03 | 0.00 | 0.00 | 1651.16 |

### Claim Payment Details

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1412850 | 1412850 | 2021-02-04 | 1412850 | 2021-02-04 | 1651.16 | Invoiced | |

AGCO 00074

| AGCO Your Agriculture Company | Dealer | Customer | Work Order | AGCO Claim Number | Print Date |
|---|---|---|---|---|---|
| | 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | Eswin Aguilar Pineda | #ExtendedWarranty<br>Dealer Claim Number<br>#ExtendedWarranty | C-6037635 | 2021-05-12 |

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Rejected |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 2Y-STANDARD-2000HR |
| Unit Usage | 225.00 | Dealer File Date | 3/11/2021 |
| Unit of Measure | Hours | Failure Date | 1/14/2021 |
| Separator/ Header Hours | | Repair Date | 3/11/2021 |
| Credit / Debit Amount | USD 0.00 | Approved/Rejection Date | 3/18/2021 |
| Part Number(Part Warranty Claim) | | Part Fitted Date | 3/11/2021 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | 4360266m2 | Causal Part Description | HYDRAULIC PUMP |
| Global Severity | Impaired Functionality | Global Defect Code | BURST/SPLIT-905 |
| Global Failure Area | Hydraulics-013 | Global Failure Sub Area | Hydraulic Pumps-Low Pressure & High Pressure-1309 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | This is a goodwill request for some help with getting this customer extended warranty. | | |
| External Comments | Please reject this claim, Rejected per dealer request | | |
| Appeal Comments | | | |

**Claim Financial Line Details**

**Parts**

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|

**Labor**

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|

**Miscellaneous**

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|
| Handling Cost | | 1.00 | 500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**FINANCIAL SUMMARY**

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) |
|---|---|---|---|---|
| 500.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**Claim Payment Details**

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|

| AGCO Your Agriculture Company | Dealer<br>328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | Customer<br>Eswin Aguilar Pineda | Work Order<br>#extendedwarranty<br><br>Dealer Claim Number<br>#extendedwarranty1 | AGCO Claim Number<br>C-6037656 | Print Date<br>2024-04-09 |
|---|---|---|---|---|---|

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Goodwill Claim | Applicable Policy | AGCO_NA_Goodwill |
| Unit Usage | 230.00 | Dealer File Date | 5/19/2021 |
| Unit of Measure | Hours | Failure Date | 1/14/2021 |
| Separator/ Header Hours | | Repair Date | 3/11/2021 |
| Credit / Debit Amount | USD 500.00 | Approved/Rejection Date | 5/19/2021 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | 4360266m2 | Causal Part Description | HYDRAULIC PUMP |
| Global Severity | Impaired Functionality | Global Defect Code | BURST/SPLIT-905 |
| Global Failure Area | Hydraulics-013 | Global Failure Sub Area | Hydrostatic Pumps-1313 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | | | |
| External Comments | Agco protection contract # 4910149 | | |
| Appeal Comments | | | |

AGCO 00077

## Claim Financial Line Details

### Parts

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|

### Labor

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|

### Miscellaneous

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|
| Outside Shop Cost | 0.00 | 1.00 | 500.00 | 1.00 | 500.00 | 0.00 | 0.00 | 500.00 |

### FINANCIAL SUMMARY

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) | Total Claim Approved Amount (USD) |
|---|---|---|---|---|---|
| 500.00 | 0.00 | 0.00 | 500.00 | 0.00 | 500.00 |

### Claim Payment Details

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1435935 | 1435935 | 2021-05-19 | 1435935 | 2021-05-19 | 500.00 | Invoiced | |

AGCO 00078

| AGCO Your Agriculture Company | **Dealer** 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) 450 Church Street McConnells South Carolina 29726 United States | **Customer** Eswin Aguilar Pineda | Work Order #extendedwarranty<br>Dealer Claim Number #extendedwarranty1 | AGCO Claim Number C-6037656 | Print Date 2021-05-12 |
|---|---|---|---|---|---|

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Goodwill Approved |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Goodwill Claim | Applicable Policy | AGCO_NA_Goodwill |
| Unit Usage | 230.00 | Dealer File Date | 3/11/2021 |
| Unit of Measure | Hours | Failure Date | 1/14/2021 |
| Separator/ Header Hours | | Repair Date | 3/11/2021 |
| Credit / Debit Amount | USD 0.00 | Approved/Rejection Date | 3/11/2021 |
| Part Number(Part Warranty Claim) | | Part Fitted Date | 3/11/2021 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | 4360266m2 | Causal Part Description | HYDRAULIC PUMP |
| Global Severity | Impaired Functionality | Global Defect Code | BURST/SPLIT-905 |
| Global Failure Area | Hydraulics-013 | Global Failure Sub Area | Hydrostatic Pumps-1313 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | |
| Additional Failure Details | | | |
| External Comments | Agco protection contract # 4910149 | | |
| Appeal Comments | | | |

**Claim Financial Line Details**

**Parts**

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|

**Labor**

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|

**Miscellaneous**

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|
| Outside Shop Cost | 0.00 | 1.00 | 500.00 | 1.00 | 500.00 | 0.00 | 0.00 | 500.00 |

**FINANCIAL SUMMARY**

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) |
|---|---|---|---|---|
| 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |

**Claim Payment Details**

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|

| AGCO Your Agriculture Company | Dealer<br>327659 Powell Tractor Inc. (Westminster-South Carolina) 2154 Highway 59 Westminster South Carolina 29693 United States | Customer<br>Eswin Aguilar Pineda | Work Order<br>wo79375 nance<br><br>Dealer Claim Number<br>wo79375 nance tractor | AGCO Claim Number<br>C-6080467 | Print Date<br>2024-04-09 |
|---|---|---|---|---|---|

## Warranty Claim Details

| | | | |
|---|---|---|---|
| Serial Number | AGCMC040EJ5236016 | Claim Status | Approved and Closed |
| Model Number | 4707 | Model Description | MF4707 TRACTOR |
| Claim Type | Standard Warranty | Applicable Policy | 3YR-POWERTRAIN 2000HR |
| Unit Usage | 335.00 | Dealer File Date | 7/21/2021 |
| Unit of Measure | Hours | Failure Date | 5/29/2021 |
| Separator/ Header Hours | | Repair Date | 7/21/2021 |
| Credit / Debit Amount | USD 8,483.66 | Approved/Rejection Date | 7/23/2021 |
| | | Service Schedule | |

## Claim Failure Information

| | | | |
|---|---|---|---|
| Causal Part Number | acw072440a | Causal Part Description | GEARBOX |
| Global Severity | Machine Immobilized | Global Defect Code | ENGAGEMENT ISSUE-915 |
| Global Failure Area | Transmission/Gear Box/Drive Train-020 | Global Failure Sub Area | Shafts/Gears/Bearings-2011 |
| Complaint | Machine component failure | Cause | Unknown internal defect of component |
| Correction | Replaced failed component | Error Codes | 3014954 |
| Additional Failure Details | tractor wont move in gears attached mechanics notes | | |
| External Comments | Approved per policy. Labor paid to peer average | | |
| Appeal Comments | | | |

AGCO 00081

## Claim Financial Line Details

### Parts

| Part Number | Part Description | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| acw072440a | GEARBOX | 1.00 | 4480.61 | 1.00 | 0.00 | 4480.61 | 672.09 | 0.00 | 5152.70 |
| 3019213x1 | CLEVIS PIN | 1.00 | 1.60 | 1.00 | 0.00 | 1.60 | 0.24 | 0.00 | 1.84 |
| 79037109 | OIL | 40.00 | 158.06 | 40.00 | 0.00 | 158.06 | 23.71 | 0.00 | 181.77 |

### Labor

| Labor Type | Labor Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Goodwill Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|---|
| RepairHours | 95 | 49.30 | 4683.50 | 33.13 | 0.00 | 3147.35 | 0.00 | 0.00 | 3147.35 |

### Miscellaneous

| Cost Category | Travel Rate | Requested Qty | Requested Per Unit Amount (USD) | Approved Qty | Approved Amt. (USD) | Modifier Amt (USD) | Tax Amt (USD) | Total Amount (USD) |
|---|---|---|---|---|---|---|---|---|

### FINANCIAL SUMMARY

| Dealer Total Claimed Amount (USD) | Total Parts Approved Amount (USD) | Total Labor Approved Amount (USD) | Total Misc Cost Approved Amt (USD) | Total Tax Approved Amt(USD) | Total Claim Approved Amount (USD) |
|---|---|---|---|---|---|
| 9323.77 | 5336.31 | 3147.35 | 0.00 | 0.00 | 8483.66 |

## Claim Payment Details

| Transaction Memo Header Name | AGCO Payment Number | AGCO Payment Date | Dealer Invoice Number | Dealer Invoice Date | Total Transaction Amount (USD) | Transaction Status | Tax |
|---|---|---|---|---|---|---|---|
| 1453274 | 1453274 | 2021-07-23 | 1453274 | 2021-07-23 | 8483.66 | Invoiced | |

AGCO 00082

# AGCO Registration Submittal - MF4707 Tractor Model: MF4707 S/N: MC040EJ5236016

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Registration Number: | 564458 | Invoice Number: | 92002152 | Entered By: | FleetScan | Dealer: | 328105-Nance Tractor and Implement, Inc. |
| Registration Status: | R40 Processed to Warranty (R40) | | | Entry Date: | 04/27/19 | Submission Date: | 04/27/19 |

## Machine:

| | |
|---|---|
| Machine Type: | MF4707 Tractor |
| Model: | MF4707 |
| Serial Number: | MC040EJ5236016 |
| Engine Serial Number: | |
| Purchase Date: | 04/27/19 |
| Delivery Date: | 04/27/19 |
| Date of First Use: | 04/27/19 |

### Unit Status:

| | |
|---|---|
| Registration Type: | Delivered (Retail Sold) |
| Machine Usage: | 2 HOURS |

## Customer:

| | |
|---|---|
| Company Name: | ESWIN AGUILAR PINEDA |
| Customer Number: | Pineda |
| First Name: | ESWIN |
| Middle Initial: | |
| Last Name: | AGUILAR PINEDA |
| Suffix: | |
| Address: | 238 RIMER POND RD |
| City: | BLYTHEWOOD |
| State: | SC South Carolina |
| Zip Code: | 29016 |
| Country: | US United States |
| Phone Number: | |
| Electronic Address: | |
| Can be contacted via E-Mail: | N |

### First Use:

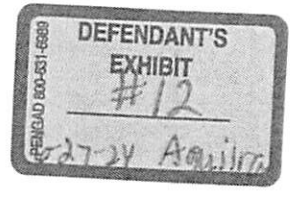
| | |
|---|---|
| Customer Type: | 020 Farm (Private) |
| End Use: | 031 Livestock Production |
| First Use Location: | USA\SOUTH CAROLINA\CHESTER |

### Checklist:

- Y EPA Label Affixed (for Powered units)
- Y Warranty Information Explained/Provided to the Customer
- Y Operator's Manual has been provided to the Customer
- Y Customer's Signature is Maintained on File by Dealer confirming the Customer Receipt of the Warranty Information and Operator's Manual
- Y Extended Warranty Available
- N Extended Warranty Purchased

### Comments:

9050003 This copy should be provided to the Customer




788

## AGCO Registration Submittal - MF4707 Tractor

## Model: MF4707 S/N: MC040EJ5236016

Registration Number: 564458
Registration Status: R40 Processed to Warranty (R40)
Invoice Number: 92002152
Entered By: FleetScan
Entry Date: 04/27/19
Dealer: 328105-Nance Tractor and Implement, Inc.
Submission Date: 04/27/19

### Machine:

| | |
|---|---|
| Machine Type: | MF4707 Tractor |
| Model: | MF4707 |
| Serial Number: | MC040EJ5236016 |
| Engine Serial Number: | |
| Purchase Date: | 04/27/19 |
| Delivery Date: | 04/27/19 |
| Date of First Use: | 04/27/19 |

### Unit Status:

| | |
|---|---|
| Registration Type: | Delivered (Retail Sold) |
| Machine Usage: | 2 HOURS |

### Customer:

| | |
|---|---|
| Company Name: | ESWIN AGUILAR PINEDA |
| Customer Number | Pineda |
| First Name: | ESWIN |
| Middle Initial: | |
| Last Name: | AGUILAR PINEDA |
| Suffix: | |
| Address: | 238 RIMER POND RD |
| City: | BLYTHEWOOD |
| State: | SC South Carolina |
| Zip Code: | 29016 |
| Country: | US United States |
| Phone Number: | |
| Electronic Address: | |
| Can be contacted via E-Mail: | N |

### First Use:

| | |
|---|---|
| Customer Type: | 020 Farm (Private) |
| End Use: | 031 Livestock Production |
| First Use Location: | USA\SOUTH CAROLINA\CHESTER |

### Checklist:

- Y EPA Label Affixed (for Powered units)
- Y Warranty Information Explained/Provided to the Customer
- Y Operator's Manual has been provided to the Customer
- Y Customer's Signature is Maintained on File by Dealer confirming the Customer Receipt of the Warranty Information and Operator's Manual
- Y Extended Warranty Available
- N Extended Warranty Purchased

### Comments:

9050002

DATE

DATE

CUSTOMER'S SIGNATURE

DEALER'S SIGNATURE

This copy should be retained by the Dealer

789

# AGCO LIMITED WARRANTY TERMS AND CONDITIONS - UNITED STATES, CANADA, AND MEXICO
## EFFECTIVE FOR EQUIPMENT RETAILED AND DELIVERED AFTER JANUARY 1, 2019

**WHAT IS WARRANTED** AGCO Corporation warrants its new equipment to be free of defects in material and workmanship at time of delivery to the first retail purchaser, renter, or lessee. These terms apply to all brands of new equipment originally marketed in the United States, Canada and to Challenger® branded equipment only originally marketed in Mexico.

| | | | |
|---|---|---|---|
| APPLICATION | ALL EQUIPMENT, EXCEPT FOR NEW LEADER | TWELVE (12) MONTHS | - |
| | MAJOR DRIVETRAIN COMPONENTS[1] | ADDITIONAL TWELVE (12) MONTHS OR TOTAL MACHINE USAGE OF TWO THOUSAND (2000) HOURS, WHICHEVER COMES FIRST | 1 |
| | NEW LEADER SPINNER SPREADER | TWENTY-FOUR (24) MONTHS | - |
| | #3 PINTLE CHAIN CONVEYOR | THIRTY-SIX (36) MONTHS | - |
| TRACTORS | ALL TRACK TRACTORS[3,14], AGRICULTURAL WHEELED TRACTORS[2], EXCEPT FENDT® | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 2, 3, 14 |
| | 1500, 1600, 4600M, 4700 AND STA SERIES POWERTRAIN[4], EXCEPT 1526 AND ZT TRACTORS | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 4 |
| | 1526, 1700, 1700E, GC1700, 2600H AND 2700E SERIES | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 13 |
| | ALL FENDT® TRACTORS[2] | THIRTY-SIX (36) MONTHS OR THREE THOUSAND (3000) HOURS WHICHEVER COMES FIRST | 2 |
| | ARTICULATED AGRICULTURAL TRACTORS (MT900) AND ARTICULATED SCRAPER TRACTORS (MTS900) | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | - |
| | ALL AGRICULTURAL TRACTORS IN A NON-AG APPLICATION[2] | TWELVE (12) MONTHS OR ONE THOUSAND (1000) HOURS | 2 |
| IMPLEMENTS | ALL LOADERS, IMPLEMENTS[5], ATTACHMENTS, 3 POINT MOUNTED ROTARY CUTTERS[6], MOWER DECKS, FINISHING MOWERS[7] | TWELVE (12) MONTHS | 5, 6, 7 |
| | ALL SUNFLOWER TILLAGE TOOLS, ATTACHMENTS, DUMPWAGONS, DRILLS | TWELVE (12) MONTHS PARTS AND LABOR INCLUDING HIGH WEAR ITEMS[8] | 8 |
| | SUNFLOWER TILLAGE TOOLS | ADDITIONAL TWENTY-FOUR (24) MONTHS PARTS ONLY | - |
| | PLANTERS[9], SPREADERS[10], TENDERS | TWELVE (12) MONTHS | 9, 10 |
| HAY EQUIPMENT | ALL HAY EQUIPMENT, SELF-PROPELLED WINDROWERS, AUGER, ROTARY[15], DRAPER HEADERS, EXCEPT ROUND BALERS | TWELVE (12) MONTHS | 15 |
| | ROUND BALERS | TWENTY-FOUR (24) MONTHS | - |
| HARVEST | COMBINES, CORNHEAD, DRAPER, FLEX, PICKUP, RIGID | TWENTY-FOUR (24) MONTHS | - |
| ENGINE WARRANTY | ALL ENGINES[11] EXCEPT CATERPILLAR AND CUMMINS ENGINES | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 11 |
| | CATERPILLAR AND CUMMINS ENGINES | COVERAGE PROVIDED BY MANUFACTURER | - |
| | FUEL INJECTION EQUIPMENT, STARTERS, TURBO CHARGER | COVERAGE PROVIDED BY MANUFACTURER EXCEPT WHEN AGCO WARRANTY EXCEEDS MANUFACTURER WARRANTY | - |
| SERVICE PARTS | NEW OR REMAN GENUINE AGCO PARTS[12] | TWELVE (12) MONTHS OR REMAINDER OF MACHINE WARRANTY, WHICHEVER IS LONGER | 12 |

**FOOTNOTES**

| | |
|---|---|
| 1 | Application equipment, major drive train components, is warranted for two (2) years or two-thousand (2000) hours, whichever comes first. This warranty shall include transmission, drive axle, wheel motor, hydrostatic pump, differential, chain cases, and front wheel assist hydraulic pump. Allison transmissions are warranted by the manufacturer. |
| 2 | MTS800 Series (Special Application) version and all agricultural tractors being used in a non-agricultural application, such as but not limited to a towed scraper with construction style hitch, receive twelve (12) months or one thousand (1000) hours, whichever comes first. |
| 3 | MT700 and MT800 series track tractors carry a rubber track warranty for a period of twenty-four (24) months for scraper version and non-agricultural applications and forty-eight 48) months for agricultural application.<br>This is a pro-rated warranty that covers defects in material and workmanship with allowance calculated as to the percent of grouser wear height at failure. |
| 4 | In addition to standard warranty, the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, 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 2000 hours, whichever comes first. |
| 5 | Warranty periods for 3 point mounted rotary cutters and finishing mowers sold for commercial use are limited to ninety (90) day from delivery date to the first retail purchaser, renter, or lessee, replacement cost only. |
| 6 | Gearbox warranty on rotary cutters extends for five (5) years pro-rated parts only. |
| 7 | Flex wing finishing mowers are warranted for thirty-six (36) months. |
| 8 | High wear items are disc blades, light kits, points, sweeps, standards and supports, coulter mounts, coulter hub assemblies, reels, NH3 knives, harrow teeth and tines, stubble treaders, and wheel spokes. |
| 9 | For planters - structural components (backbones, rock shafts, and main frames) carry an additional twelve (12) months from original purchase. |
| 10 | To original purchaser only, 3700 Series spreaders - the galvanized sides shall not rust through for a period of ten (10) years from delivery date when such spreaders are subjected to normal operations. The FRP floor and end gate material of said spreaders are warranted to not rot through for a period of ten (10) years from delivery date. The gear box, conveyor chains, and conveyor bars shall remain useable for a period of two (2) years from delivery date. |
| 11 | Base engine arrangement components are only warranted if installed by AGCO and not the manufacturer. |
| 12 | Within 6 months from the date of initial sale of over-the-counter service parts, AGCO will pay reasonable, related replacement labor expenses only if both the original defective part and the replacement part are installed by an authorized AGCO dealer. Certain service parts that are supplied to AGCO by third party vendors may carry different warranty terms and conditions that are administered directly by the vendor. For details, see your Dealer. |
| 13 | In addition to standard warranty, the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, any defective engine, transmission, drive axle casting, and/or components enclosed within these castings for an additional (36) month period provided the tractor has not been used for more than 2000 hours, whichever comes first. |
| 14 | For new MT700 and MT800 series track tractors retailed on or after 5/1/2014 the reaction arm E-bearing housing and Duo-cone seal group is warranted for an additional (36) month period provided the tractor has not been used for more than 5000 hours, whichever comes first. |
| 15 | Rotary Disc Heads include a parts only 3 year (36 months)"RazorGuard" cutterbar warranty covering: cutterbar module casting, idler bearing & idler gears, gear spindles & assembly, spindle bearings, and seals. |

*NOTE: Implements or attachments sold as a package may carry a different warranty than the primary unit.*

PENGAD 800-631-6989
DEFENDANT'S EXHIBIT #13
6-22-24 Aguilar

**EMISSIONS WARRANTY**

Designated units have emissions warranty on specific components; refer to your Operators Manual for details.

**EQUIPMENT RENTAL / DEMONSTRATOR**

Equipment used as rentals or demonstrators will receive a reduced warranty term based on accumulated hours at the time of retail.

**EXCEPTIONS FROM THIS WARRANTY**

- **Audio Components** - The audio systems originally installed on your new equipment are warranted by their respective manufacturers and not by AGCO.
- **Alternators** - Alternators must be repaired by an authorized repair station, if repair can be obtained locally. When repair service cannot be obtained locally, components obtained from the AGCO Parts Division must be installed and warranty submitted to AGCO Warranty Department for reimbursement.
- **Freight Charges** - This warranty does not cover freight charges.
- **Improvements, Changes, or Discontinuance** - AGCO reserves the right to make changes and improvements in design or changes in specifications at any time to any product without incurring any obligations to owners of products previously sold.
- **Original Equipment Battery Warranty**
  - Model year 2011 and prior track tractors, scraper tractors, and articulated tractors: All warrantable battery failures are covered by and processed in compliance with Caterpillar battery warranty. The Caterpillar Dealer provides warranty service by pro-rata warranty adjustment based on the Caterpillar battery. AGCO does not provide warranty coverage for these batteries.
  - Model year 2012 and later track tractors, scraper tractors, articulated tractors and all other equipment: Notwithstanding any other provision hereof, equipment batteries are warranted by an authorized AGCO dealer for full replacement for the first three (3) months or as required by State and/or Provincial law, and on a fully pro-rated replacement cost basis from date of delivery but not to exceed twenty-four (24) months total.
- **Replacement Batteries**
  - Replacement batteries are warranted, through your authorized AGCO dealer for full replacement for the first three (3) months or as required by State and/or Provincial law, and on a fully pro-rated replacement cost basis from date of delivery but not to exceed twenty-four (24) months total.
- **Repairs and Maintenance Not Covered Under Warranty** - This warranty does not cover conditions resulting from misuse, natural calamities, use of non-AGCO parts, negligence, alteration, accident, use of unapproved attachments, usage which is contrary to the intended purposes, or conditions caused by failure to perform required maintenance. Replacement of Wear or Maintenance items (unless defective) such as but not limited to, filters, wiper blades, fuses, brake linings, clutch friction disc, coolants, hoses, belts, lubricants, refrigerant, light bulbs, window glass, injections nozzles, wheel alignment, brake and clutch adjustment, tightening of nuts, belts, bolts, and fittings, service tune-up, headlight alignment, computer parameter adjustments and general adjustments which may from time to time be required are not covered.
- **Rubber Tire Warranty** - Rubber tires are warranted directly by the respective manufacturer only and not by AGCO.
- **Rubber Track Warranty** - The warranty period is twenty-four (24) months for All Track Tractors, or forty-eight (48) months for exclusively used Agricultural Application Tractors starting from the date of delivery to the first user. This pro-rated track warranty covers defects in material and/or workmanship with allowance calculated as to the percent of grouser wear height at failure. Beyond the AGCO Base Warranty Period (24 months or 2000 hours, whichever comes first), labor and related charges to replace a track covered by this pro-rated warranty will remain the customer's responsibility.
- **Satellite Outages** - Interruptions in satellite interfaces and satellite communications are outside the control of this product and are not covered by this warranty. The company is not responsible for issues or degradation of system performance resulting from such interruptions in satellite interfaces and satellite communications where the issues are not related to defects in this product.

**OWNER'S OBLIGATION**

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. This Warranty does NOT cover rental of replacement equipment during the repair period, damage to products which have been declared a total loss and subsequently salvaged, overtime labor charges, freight charges for replacement parts, or special handling requirements (such as, but not limited to, the use of cranes).

**EXCLUSIVE EFFECT OF WARRANTY AND LIMITATION OF LIABILITY**

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE OR OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED. The remedies of the Owner set forth herein are exclusive. The Company neither assumes nor authorizes any person to assume for it any other obligation or liability in connection with the sale of covered machines. Correction of defects, in the manner and for applicable period of time provided above, shall constitute fulfillment of all responsibilities of AGCO to the Owner, and AGCO shall not be liable for negligence under contract or in any manner with respect to such machines. IN NO EVENT SHALL THE OWNER BE ENTITLED TO RECOVER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO, LOSS OF CROPS, LOSS OF PROFITS OR REVENUE, OTHER COMMERCIAL LOSSES, INCONVENIENCE OR COST OF RENTAL OR REPLACEMENT EQUIPMENT.

Some States or Provinces do not permit limitations or exclusions of implied warranties or incidental or consequential damages, so the limitations or exclusions in this warranty may not apply.

"AGCO" AS REFERRED TO HEREIN WITH RESPECT TO SALES IN:

CANADA:
AGCO Canada, LTD.
Box 4706, 515 Dewdeney Avenue
Regina, Saskatchewan S4P 3Y3

UNITED STATES:
AGCO Corporation
4205 River Green Parkway
Duluth, Georgia 30096-2568

**New Equipment Warranty** - Equipment is eligible for warranty service only if it qualifies under the provisions of the New Equipment Warranty. The selling dealer will deliver the Warranty to the original retail purchaser at the time of sale, and the dealer will register the sale and Warranty with AGCO.

**Subsequent Owners** - This Warranty covers the first retail purchaser and all subsequent owners of the equipment during the specified warranty period. Should the AGCO Dealer sell this equipment to a subsequent owner, the Dealer must deliver the warranty document to the subsequent owner so the subsequent owner can register ownership with AGCO and obtain the remaining warranty benefits, if available, with no intermission in the Warranty Period. Subsequent Owner Procedure will apply. It is the responsibility of the subsequent owner to transport the equipment 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. This Warranty does NOT cover charges for rental or replacement equipment during the repair period, products which have been declared a total loss and subsequently salvaged, overtime labor charges, freight charges for replacement parts, or units sold at auction.

**Warranty Service** - To be covered by Warranty, service must be performed by an authorized AGCO Dealer. It is recommended that you obtain warranty service from the Dealer who sold you the equipment because of that Dealer's continued interest in you as a valued customer. In the event this is not possible, warranty service may be performed by any other authorized AGCO Dealer in the United States, Canada, or Mexico. It is the responsibility of the Owner to transport the equipment 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.

**Maintenance Service** - The Owner's Manual furnished to you with the equipment at the time of delivery contains important maintenance and service information. You must read the manual carefully and follow all the maintenance and service recommendations. Doing so will result in greater satisfaction with your equipment and help avoid service and warranty problems. Please remember that failures due to improper maintenance of your equipment are not covered by warranty.

**Maintenance Inspections** - To insure the continued best performance from your agricultural equipment, we recommend that you arrange to make your equipment available to your AGCO Dealer for a maintenance inspection 30 days prior to warranty expiration.

Extended Service Coverage is available for purchase. See your Dealer for details.

**Archived:** Wednesday, July 28, 2021 10:20:07 AM
**From:** Salesforce Notification
**Sent:** Wednesday, April 7, 2021 7:56:14 AM
**To:** Trimmer, Dan;Crisp, Adrian;Willis, Jacob G.
**Subject:** Request for Assist is Complete
**Sensitivity:** Normal
**Archived:** Wednesday, July 28, 2021 10:20:07 AM

---

Your Request for Sales or Marketing Assistance is complete and credit memo 2350913 was entered on 4/7/2021.

Request Name: MF4707 Aguilar AGCO Protection
Dealer: 328105 Nance Tractor and Implement, Inc.
Dealer Contact:

End Customer Name: Eswin Aguilar
Reason for Request: Configuration / Manufacturing Issue
Credit Amount: USD 1,305.00
Debit Amount: USD 0.00

For additional information, please contact Jacob Willis at jacob.willis@agcocorp.com.

**Archived:** Wednesday, July 28, 2021 10:20:07 AM
**From:** Eswin Aguilar
**Sent:** Thursday, April 22, 2021 1:36:27 PM
**To:** Willis, Jacob G.
**Subject:** [External] Fwd: Aguilar Tractor - Not Working
**Sensitivity:** Normal

---

Jacob
Tried to call you. I am out of my tractor again and this 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 has handled I cannot afford to be without a tractor.
I need a phone call today. Eswin
803-238-9063

Sent from my iPhone

Begin forwarded message:

**From:** Eswin Aguilar <capitalstone01@yahoo.com>
**Date:** April 21, 2021 at 10:06:39 AM EDT
**To:** "Jacob G. Willis" <jacob.willis@agcocorp.com>
**Cc:** Michael Nance <michael@nancetractor.com>, Eswin Aguilar <capitalstone01@yahoo.com>
**Subject: Aguilar Tractor - Not Working**
**Reply-To:** Eswin Aguilar <capitalstone01@yahoo.com>

Jacob,

I used the tractor for the first time this weekend to cut the grass. This was the first time using 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 and in the middle of watering my trees, the tractor stopped/locked up (would not go any further). It gave me a warning sign so I turned off the tractor. I looked under tractor and it looks like it is leaking a lot oily substance.

I have had nothing but problems with this tractor and I do not have faith in your products any more.

I am requesting a full refund of $57,101.76 and $10,000 for the bush hog. I do not want to use the bush hog on another brand of tractor and at this point it breaking as well. I am also requesting another $5,000.00 for the aggravation I have been through and losing some of my trees that I was not able to plant because of the tractor breaking down.

**Total refund $72,101.76.** I need this immediately so I can purchase another tractor as I am ordering more trees to plant.

Eswin Aguilar

**Archived:** Wednesday, July 28, 2021 10:20:08 AM
**From:** Michael Nance
**Sent:** Tuesday, May 11, 2021 12:44:56 PM
**To:** Willis, Jacob G.
**Subject:** [External] Fwd: My Client: Eswin A. Aguilar
**Sensitivity:** Normal
**Attachments:**
20210511_.STUDEMEYER LAW FIRM.pdf

---

---------- Forwarded message ---------
From: **Heather Watford** <heather@studemeyerlawfirm.com>
Date: Tue, May 11, 2021, 12:06 PM
Subject: My Client: Eswin A. Aguilar
To: <michael@nancetractor.com>

Mr. Nance:

Please see attached letter from Greg Studemeyer regarding Mr. Eswin A. Aguilar.

Thank you,

**Heather Watford**
Legal Assistant
Studemeyer Law Firm

7478 Carlisle Street | P.O. Box 1014
Irmo, SC 29063
www.studemeyerlawfirm.com
(803) 393 4399



AGCO 00008

**Archived:** Wednesday, July 28, 2021 10:20:09 AM
**From:** Heather Watford
**Sent:** Tuesday, May 11, 2021 12:00:51 PM
**To:** Willis, Jacob G.
**Subject:** [External] My Client: Eswin A. Aguilar
**Sensitivity:** Normal
**Attachments:**
20210511_STUDEMEYER LAW FIRM.pdf

---

Mr. Willis:

Please see attached letter from Greg Studemeyer.

Thank you,

**Heather Watford**
Legal Assistant
Studemeyer Law Firm

7478 Carlisle Street | P.O. Box 1014
Irmo, SC 29063
www.studemeyerlawfirm.com
(803) 393 4399



AGCO 00007

**Archived:** Wednesday, July 28, 2021 10:20:09 AM
**From:** Conner, Phillip
**Sent:** Thursday, January 14, 2021 11:16:48 AM
**To:** Cole Blackwell; Willis, Jacob G.
**Cc:** Michael Nance
**Subject:** RE: [External] Aguilar Tractor Goodwill 1
**Sensitivity:** Normal

---

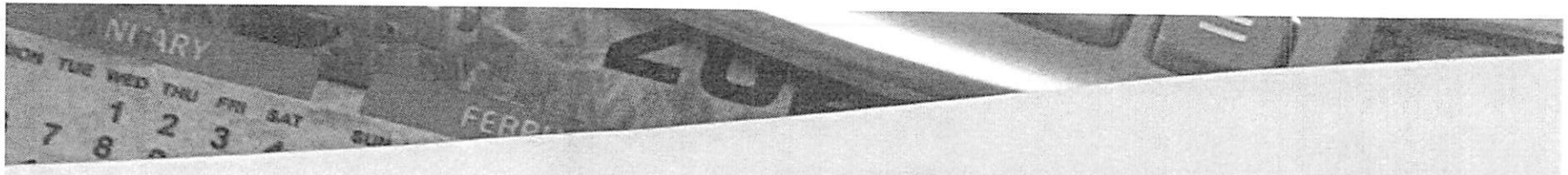
Go ahead and submit a goodwill in for $500. You'll need to add the attachment you sent us into the claim.

Thanks,

**Phillip Conner**
Aftersales Manager – GA, SC, NC, VA
AGCO
Tel: 404 245 7405
4205 River Green Parkway
Duluth, GA 30096-2568 USA
Phillip.conner@AGCOcorp.com
www.AGCOnow.com Web.AGCOcorp.com

**From:** Cole Blackwell [mailto:cole@nancetractor.com]
**Sent:** Thursday, January 14, 2021 10:57 AM
**To:** Conner, Phillip <Phillip.Conner@agcocorp.com>; Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Cc:** Michael Nance <michael@nancetractor.com>
**Subject:** Re: [External] Aguilar Tractor

Contract ID 4910149



AGCO PROTECTION

2019 MASSEY FERGUSON / TRACTORS - UTILIT

Quote#: 4899521 (4910149)

MFR Base Warranty Start Date: 4/27/2019
Current Engine Hours: 500
Equipment Retail Value: $40,000.00
Equipment Usage: Agriculture
Coverage Option:

Quote Category: New
Quote Type: All
Quote Date: 1/7/2021
Customer Name : ESWIN AGUILAR PINEDA
Salesperson Name: Jason Roberts

Note: The Protection Period shown includes the Manufacturer's base warranty period. Amounts shown below are in $USD

| Protection Period | Plan Option | Cost | Deductible | Select |
|---|---|---|---|---|
| 36 / 2000 | Ultimate | $4,984.00 | $0.00 | |
| 36 / 2000 | Ultimate | $4,131.00 | $250.00 | |
| 36 / 2000 | Ultimate | $3,973.00 | $500.00 | |
| 36 / 2000 | Enhanced | $2,174.00 | $0.00 | |
| 36 / 2000 | Enhanced | $1,805.00 | $250.00 | |
| 36 / 2000 | Enhanced | $1,701.00 | $500.00 | |
| 36 / 2000 | Basic | $960.00 | $0.00 | |
| 36 / 2000 | Basic | $799.00 | $250.00 | |
| 36 / 2000 | Basic | $751.00 | $500.00 | |

797

I hereby acknowledge that I have agreed to purchase the Extended Service Plan selected above._____(custome

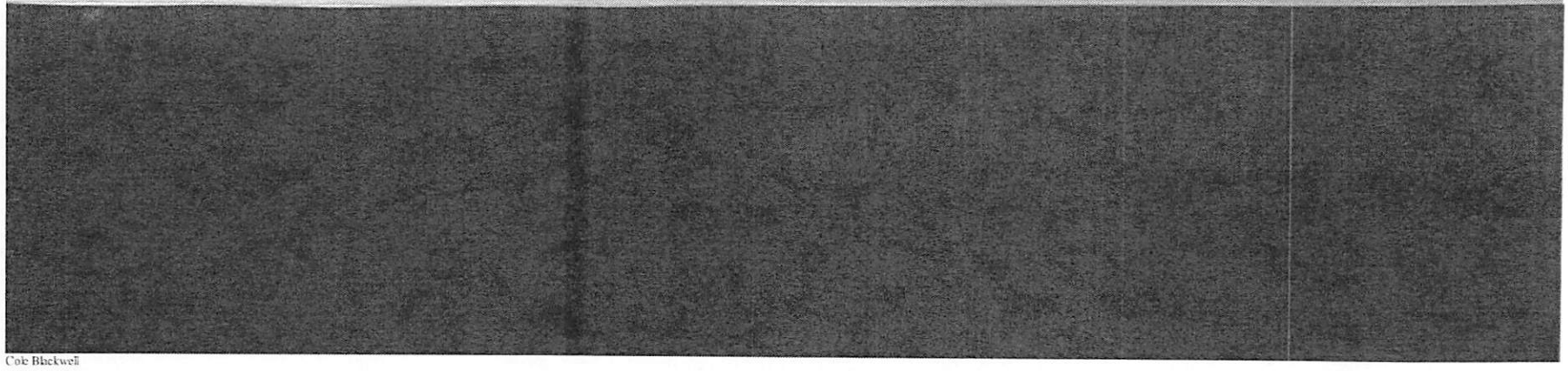
I hereby acknowledge that I have reviewed the Extended Service Plans shown above and choose to decline the purc plan at this time._____(customer initial)

Customer Name : _____ Signature: _____ Date: _____
(Please Print)

Salesperson Name: _____ Signature: _____ Date: _____
(Please Print)

The above information is descriptive in nature. The precise protection purchased is subject to the terms, conditions and exclusio
contract. Participation is subject to underwriting requirements. Plans may be changed or cancelled without notice. Capitalized t
literature, unless defined herein, have the meanings assigned to them in the contract as issued.





Cole Blackwell
Nance Tractor
General Manager

**From:** Conner, Phillip <Phillip.Conner@agcocorp.com>
**Sent:** Tuesday, January 12, 2021 1:19:39 PM
**To:** Willis, Jacob G <Jacob.Willis@agcocorp.com>
**Cc:** Cole Blackwell <cole@nancetractor.com>; Michael Nance <michael@nancetractor.com>
**Subject:** Re: [External] Aguilar Tractor

Please send Jacob and I the contract number for our records.

Thanks,
Phillip Conner

AGCO Aftersales Manager

Sent from my iPhone

On Jan 12, 2021, at 12:58 PM, Willis, Jacob G. <Jacob.Willis@agcocorp.com> wrote:

Cole,

Per our conversation, please purchase the enhanced plan for 36 months coverage and $250 deductible. I will put it in writing to the customer that AGCO will cover the $250 deductible if a claim is submitted during the 3rd year. You will need to submit a Goodwill Request for $500 from Phillip, and I will cover the rest of the cost ($1305) through a sales and marketing credit.

Please let us know if you have any questions.

Thank you,

Jacob Willis
404.226.8647

From: Conner, Phillip
Sent: Thursday, January 7, 2021 1:55 PM
To: Willis, Jacob G. <Jacob.Willis@agcocorp.com>
Subject: RE: [External] Aguilar Tractor

See attached.

Thanks,

**Phillip Conner**
Aftersales Manager – GA, SC, NC, VA
**AGCO**
Tel: 404.245.7405
4205 River Green Parkway
Duluth, GA 30096-2568 USA
Phillip.conner@AGCOcorp.com
www.AGCOcorp.com Mon.AGCOcorp.com

From: Willis, Jacob G.
Sent: Thursday, January 7, 2021 1:50 PM
To: Conner, Phillip <Phillip.Conner@agcocorp.com>
Subject: RE: [External] Aguilar Tractor

I believe it is MG040E.J5236016

Jacob Willis
404.226.8647

From: Conner, Phillip
Sent: Thursday, January 7, 2021 1:41 PM
To: Willis, Jacob G. <Jacob.Willis@agcocorp.com>
Subject: RE: [External] Aguilar Tractor

Do you have the serial number of the machine?

I can't find it in my notes.

**Phillip Conner**
Aftersales Manager – GA, SC, NC, VA
**AGCO**
Tel: 404.245.7405
4205 River Green Parkway
Duluth, GA 30096-2568 USA
Phillip.conner@AGCOcorp.com
www.AGCOcorp.com Mon.AGCOcorp.com

From: Willis, Jacob G.
Sent: Thursday, January 7, 2021 1:38 PM
To: Conner, Phillip <Phillip.Conner@agcocorp.com>
Subject: FW: [External] Aguilar Tractor

Can you help with pricing an extended warranty to Mr. Aguilar? I think an extra year should suffice. May look at the package that covers hydraulic components. Do you have any Goodwill you could use to help me offset the cost? I should be able to cover most with a SMA credit.

Thank you,

Jacob Willis
404.226.8647

From: Eswin Aguilar [mailto:capitalstone01@yahoo.com]
Sent: Monday, January 4, 2021 9:20 AM
To: Michael Nance <michael@nancetractor.com>; Willis, Jacob G. <Jacob.Willis@agcocorp.com>
Subject: [External] Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

I also need a extended warranty in writing.

Eswin Aguilar
(803) 238-9063

<Eswin Quote.pdf>
<Tractor New CPO Used CCM.pdf>

This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).

**Archived:** Wednesday, July 28, 2021 10:20:09 AM
**From:** Conner, Phillip
**Sent:** Monday, April 5, 2021 12:11:12 PM
**To:** Willis, Jacob G.
**Subject:** Re: [External] Aguilar Tractor Goodwill
**Sensitivity:** Normal
**Archived:** Wednesday, July 28, 2021 10:20:09 AM

---

Yes it should be complete.

Sent from my iPhone

> On Apr 5, 2021, at 12:05 PM, Willis, Jacob G. <Jacob.Willis@agcocorp.com> wrote:
>
> Did you and Brittany ever get together on the $500 goodwill for the Aguilar tractor?
>
> Jacob Willis
> 404.226.8647
>
> From: Willis, Jacob G.
> Sent: Thursday, March 11, 2021 10:38 AM
> To: Conner, Phillip <Phillip.Conner@agcocorp.com>
> Subject: FW: FW: [External] Aguilar Tractor
>
> FYI. Brittany may have done the $500 Goodwill request wrong.
>
> Jacob Willis
> 404.226.8647
>
> From: Brittany Hinson [mailto:brittany@nancetractor.com]
> Sent: Thursday, March 11, 2021 10:32 AM
> To: Willis, Jacob G. <Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>>
> Subject: Re: FW: [External] Aguilar Tractor
>
> It submitted it without that goodwill request checked off. I don't know if someone needs to reject it or if they can change it on their side to a goodwill. Sorry for this.
>
> On Thu, Mar 11, 2021 at 10:30 AM Willis, Jacob G.
<Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>> wrote:
> Are you good to go with it now though?
>
> Jacob Willis
> 404.226.8647
>
> From: Brittany Hinson [mailto:brittany@nancetractor.com<mailto:brittany@nancetractor.com>]
> Sent: Thursday, March 11, 2021 10:26 AM
> To: Willis, Jacob G. <Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>>
> Subject: Re: FW: [External] Aguilar Tractor
>
> I can see where the box isn't checked. There was an error when I submitted it the first time and I guess it didn't save.
>

> On Thu, Mar 11, 2021 at 10:24 AM Brittany Hinson
<brittany@nancetractor.com<mailto:brittany@nancetractor.com>> wrote:
> I think I screwed up. I submitted a claim on it but didn't make it goodwill. This new fleetscan has got me all crazy.
>
> On Thu, Mar 11, 2021 at 10:14 AM Brittany Hinson
<brittany@nancetractor.com<mailto:brittany@nancetractor.com>> wrote:
> Ok, will do.
>
> On Thu, Mar 11, 2021 at 10:14 AM Willis, Jacob G.
<Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>> wrote:
> The AGCO Protection quote.
>
> Jacob Willis
> 404.226.8647
>
> From: Brittany Hinson [mailto:brittany@nancetractor.com<mailto:brittany@nancetractor.com>]
> Sent: Thursday, March 11, 2021 10:11 AM
> To: Willis, Jacob G. <Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>>
> Subject: Re: FW: [External] Aguilar Tractor
>
> I wasn't told to submit a goodwill claim, so I am doing it now. What is the attachment that you wanted on it?
>
> On Thu, Mar 11, 2021 at 10:09 AM Willis, Jacob G.
<Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>> wrote:
> Did yall already submit the Goodwill request for $500?
>
> Jacob Willis
> 404.226.8647
>
> From: Conner, Phillip
> Sent: Thursday, January 14, 2021 11:17 AM
> To: Cole Blackwell <cole@nancetractor.com<mailto:cole@nancetractor.com>>; Willis, Jacob G.
<Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>>
> Cc: Michael Nance <michael@nancetractor.com<mailto:michael@nancetractor.com>>
> Subject: RE: [External] Aguilar Tractor
>
> Go ahead and submit a goodwill in for $500. You'll need to add the attachment you sent us into the claim.
>
> Thanks,
>
> Phillip Conner
> Aftersales Manager – GA, SC, NC, VA
> AGCO
> Tel: 404.245.7405
> 4205 River Green
Parkway<https://www.google.com/maps/search/4205+River+Green+Parkway+%0D%0A+%0D%0A+%0D%0A+%
0D%0A+%0D%0A+Duluth,+GA+30096-2568+USA?entry=gmail&source=g>
> Duluth, GA 30096-2568
USA<https://www.google.com/maps/search/4205+River+Green+Parkway+%0D%0A+%0D%0A+%0D%0A+%0D
%0A+%0D%0A+Duluth,+GA+30096-2568+USA?entry=gmail&source=g>
> Phillip.conner@AGCOcorp.com<mailto:Phillip.conner@AGCOcorp.com>
> www.AGCOcorp.com<http://www.agcocorp.com/> blog.AGCOcorp.com<http://blog.agcocorp.com/>
>
>
>
>

> From: Cole Blackwell [mailto:cole@nancetractor.com]
> Sent: Thursday, January 14, 2021 10:57 AM
> To: Conner, Phillip <Phillip.Conner@agcocorp.com<mailto:Phillip.Conner@agcocorp.com>>; Willis, Jacob G. <Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>>
> Cc: Michael Nance <michael@nancetractor.com<mailto:michael@nancetractor.com>>
> Subject: Re: [External] Aguilar Tractor
>
> Contract ID 4910149
>
> [Image.jpeg]
> Cole Blackwell
> Nance Tractor
> General Manager
>
> _____
> From: Conner, Phillip <Phillip.Conner@agcocorp.com<mailto:Phillip.Conner@agcocorp.com>>
> Sent: Tuesday, January 12, 2021 1:19:39 PM
> To: Willis, Jacob G. <Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>>
> Cc: Cole Blackwell <cole@nancetractor.com<mailto:cole@nancetractor.com>>; Michael Nance <michael@nancetractor.com<mailto:michael@nancetractor.com>>
> Subject: Re: [External] Aguilar Tractor
>
> Please send Jacob and I the contract number for our records.
>
> Thanks,
> Phillip Conner
> AGCO Aftersales Manager
> Sent from my iPhone
>
> On Jan 12, 2021, at 12:58 PM, Willis, Jacob G. <Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>> wrote:
>
>
> Cole,
>
>
>
> Per our conversation, please purchase the enhanced plan for 36 months coverage and $250 deductible. I will put it in writing to the customer that AGCO will cover the $250 deductible if a claim is submitted during the 3rd year. You will need to submit a Goodwill Request for $500 from Phillip, and I will cover the rest of the cost ($1305) through a sales and marketing credit.
>
>
>
> Please let us know if you have any questions.
>
>
>
> Thank you,
>
>
>
> Jacob Willis
>
> 404.226.8647
>

>
>
> From: Conner, Phillip
> Sent: Thursday, January 7, 2021 1:55 PM
> To: Willis, Jacob G. <Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>>
> Subject: RE: [External] Aguilar Tractor
>
>
>
> See attached.
>
>
>
> Thanks,
>
>
>
> Phillip Conner
>
> Aftersales Manager – GA, SC, NC, VA
>
> AGCO
>
> Tel: 404.245.7405
>
> 4205 River Green
Parkway<https://www.google.com/maps/search/4205+River+Green+Parkway+%0D%0A+%0D%0A+%0D%0A+%
0D%0A+%0D%0A+Duluth,+GA+30096-2568+USA?entry=gmail&source=g>
>
> Duluth, GA 30096-2568
USA<https://www.google.com/maps/search/4205+River+Green+Parkway+%0D%0A+%0D%0A+%0D%0A+%0D
%0A+%0D%0A+Duluth,+GA+30096-2568+USA?entry=gmail&source=g>
>
> Phillip.conner@AGCOcorp.com<mailto:Phillip.conner@AGCOcorp.com>
>
> www.AGCOcorp.com<http://www.agcocorp.com/> blog.AGCOcorp.com<http://blog.agcocorp.com/>
>
>
>
>
>
>
>
>
>
>
> From: Willis, Jacob G.
> Sent: Thursday, January 7, 2021 1:50 PM
> To: Conner, Phillip <Phillip.Conner@agcocorp.com<mailto:Phillip.Conner@agcocorp.com>>
> Subject: RE: [External] Aguilar Tractor
>
>
>
> I believe it is MC040EJ5236016<https://agcocorp.lightning.force.com/lightning/r/02i1o00000eEzQFAA0/view>
>
>
>

> Jacob Willis
>
> 404.226.8647
>
>
>
> From: Conner, Phillip
> Sent: Thursday, January 7, 2021 1:41 PM
> To: Willis, Jacob G. <Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>>
> Subject: RE: [External] Aguilar Tractor
>
>
>
> Do you have the serial number of the machine?
>
>
>
> I can't find it in my notes.
>
>
>
> Phillip Conner
>
> Aftersales Manager – GA, SC, NC, VA
>
> AGCO
>
> Tel: 404.245.7405
>
> 4205 River Green
Parkway<https://www.google.com/maps/search/4205+River+Green+Parkway+%0D%0A+%0D%0A+%0D%0A+%
0D%0A+%0D%0A+Duluth,+GA+30096-2568+USA?entry=gmail&source=g>
>
> Duluth, GA 30096-2568
USA<https://www.google.com/maps/search/4205+River+Green+Parkway+%0D%0A+%0D%0A+%0D%0A+%0D
%0A+%0D%0A+Duluth,+GA+30096-2568+USA?entry=gmail&source=g>
>
> Phillip.conner@AGCOcorp.com<mailto:Phillip.conner@AGCOcorp.com>
>
> www.AGCOcorp.com<http://www.agcocorp.com/> blog.AGCOcorp.com<http://blog.agcocorp.com/>
>
>
>
>
>
>
>
>
>
> From: Willis, Jacob G.
> Sent: Thursday, January 7, 2021 1:38 PM
> To: Conner, Phillip <Phillip.Conner@agcocorp.com<mailto:Phillip.Conner@agcocorp.com>>
> Subject: FW: [External] Aguilar Tractor
>
>
>

> Can you help with pricing an extended warranty to Mr. Aguilar? I think an extra year should suffice. May look at the package that covers hydraulic components. Do you have any Goodwill you could use to help me offset the cost? I should be able to cover most with a SMA credit.
>
>
>
> Thank you,
>
>
>
> Jacob Willis
>
> 404.226.8647
>
>
>
> From: Eswin Aguilar [mailto:capitalstone01@yahoo.com]
> Sent: Monday, January 4, 2021 9:20 AM
> To: Michael Nance <michael@nancetractor.com<mailto:michael@nancetractor.com>>; Willis, Jacob G. <Jacob.Willis@agcocorp.com<mailto:Jacob.Willis@agcocorp.com>>
> Subject: [External] Aguilar Tractor
>
>
>
> I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.
>
>
>
> I also need a extended warranty in writing.
>
>
>
> Eswin Aguilar
>
> (803) 238-9063
>
>
> <Eswin Quote.pdf>
> <Tractor New CPO Used CCM.pdf>
>
> This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).
>
>
>
> This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).

>
>
>
> This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).
>
>
>
> This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).
>
>

**Archived:** Wednesday, July 28, 2021 10:20:09 AM
**From:** Willis, Jacob G.
**Sent:** Thursday, July 8, 2021 4:07:48 PM
**To:** Eswin Aguilar
**Subject:** RE: [External] Aguilar Tractor Update
**Sensitivity:** Normal

---

I visited Nance yesterday with the Field Service Manager. 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 hope you will find it to your satisfaction.

I will provide to you in writing what was done as soon as I get that from the dealership.

We are also going to provide an enhanced warranty to extend your coverage by 1 additional year. I will provide this in writing once we have purchased it next week.

Please let me know if you have any questions, and thank you again for your patience.

Jacob Willis
404.226.8647

**From:** Eswin Aguilar [mailto:capitalstone01@yahoo.com]
**Sent:** Monday, January 4, 2021 9:20 AM
**To:** Michael Nance <michael@nancetractor.com>; Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Subject:** [External] Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

I also need a extended warranty in writing.

Eswin Aguilar
(803) 238-9063

**Archived:** Wednesday, July 28, 2021 10:20:09 AM
**From:** Willis, Jacob G.
**Sent:** Thursday, July 8, 2021 4:07:52 PM
**To:** Eswin Aguilar
**Subject:** RE: [External] Aguilar Tractor
**Sensitivity:** Normal
**Attachments:**
Pineda Hyd..pdf

---

Shop invoice attached.

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.

**Jacob Willis**
Account Manager
**AGCO Corporation**
Cell: 404.226.8647
4205 River Green Parkway
Duluth, GA 30096-2568 USA
jacob.willis@AGCOcorp.com

**From:** Eswin Aguilar [mailto:capitalstone01@yahoo.com]
**Sent:** Thursday, January 14, 2021 1:54 PM
**To:** Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Cc:** Bart Bartlett <bbartlett@bartlettlawfirm.com>
**Subject:** Re: [External] Aguilar Tractor

Jacob,

Thank you for the update...

This note is not acceptable. I am going to need this in writing on the Nance Tractor invoice as I have been getting in the past with parts, description, misc.

Also, given the circumstances and 5 trips to Nance, I will need the extended warranty for one year and a bumper to bumper warranty/guarantee starting from the day the tractor returned 1/12/21 from Nance tractor/Agco.

I will not being using the tractor as much because it is Winter so I will not be able to test it like I would in Spring/Summer. If the tractor has any more issues, I will need it replaced with a new one.

Eswin

On Thursday, January 14, 2021, 12:25:47 PM EST, Willis, Jacob G. <jacob.willis@agcocorp.com> wrote:

Mr. Aguilar,

Thank you again for your patience while we resolved the issues you were experiencing with your tractor.

As part of our agreement, AGCO is covering the cost of an extended warranty for your tractor. We purchased an enhanced plan that will cover your hydraulic components for another year past your standard warranty. Please see the covered component matrix attached. There is a $250 deductible associated with this plan which AGCO will cover if you ever need to use it. The Contract ID for the plan is 4910149.

I have also attached the technician notes regarding the repairs that were completed. Please let us know if you have any questions.

Thank you,

Jacob Willis

404.226.8647

**From:** Eswin Aguilar [mailto:capitalstone01@yahoo.com]
**Sent:** Monday, January 4, 2021 9:20 AM
**To:** Michael Nance <michael@nancetractor.com>; Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Subject:** [External] Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

I also need a extended warranty in writing.

Eswin Aguilar

(803) 238-9063

This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).

**Archived:** Wednesday, July 28, 2021 10:20:09 AM
**From:** Willis, Jacob G.
**Sent:** Thursday, July 8, 2021 4:07:53 PM
**To:** Eswin Aguilar
**Subject:** Re: [External] Fw: Aguilar Tractor January Update 1
**Sensitivity:** Normal

---

I am On vacation but I'm supposed to meet them Thursday morning.

Sent from my iPhone

> On Jan 5, 2021, at 2:11 PM, Eswin Aguilar <capitalstone01@yahoo.com> wrote:
>
> Need a response about tractor.
>
> —— Forwarded Message ——
> **From:** Eswin Aguilar <capitalstone01@yahoo.com>
> **To:** Michael Nance <michael@nancetractor.com>; jacob.willis@agcocorp.com <jacob.willis@agcocorp.com>
> **Sent:** Monday, January 4, 2021, 09:20:28 AM EST
> **Subject:** Aguilar Tractor
>
> I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.
>
> I also need a extended warranty in writing.
>
> Eswin Aguilar
> (803) 238-9063

**Archived:** Wednesday, July 28, 2021 10:20:09 AM
**From:** Willis, Jacob G.
**Sent:** Thursday, July 8, 2021 4:07:54 PM
**To:** Sumner, David
**Subject:** RE: [External] Fwd: Aguilar Tractor
**Sensitivity:** Normal

---

Making noises that the customer thinks are not right. H thinks it may be hydraulic. Also making a noise when 4WD is engaged. This is the one I talked to you about last week.

Jacob Willis
404.226.8647

**From:** Sumner, David
**Sent:** Monday, October 26, 2020 1:33 PM
**To:** Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Subject:** RE: [External] Fwd: Aguilar Tractor

Jacob, What's this unit doing.

AGCO
Your Agriculture Company

Dave Sumner
Technical Support Field Manager
AGCO
Tel +1 678.534.3199 Fax +1 620.327.5711
PO Box 4100 420 W. Lincoln Boulevard
Hesston, KS 67062-0999 USA
david.sumner@AGCOcorp.com
www.AGCOcorp.com blog.AGCOcorp.com
facebook.com/AGCOcorp twitter.com/AGCOcorp youtube.com/AGCOcorp

Challenger FENDT GSI MASSEY FERGUSON VALTRA

**From:** Willis, Jacob G.
**Sent:** Monday, October 26, 2020 1:18 PM
**To:** Michael Nance <michael@nancetractor.com>; Sumner, David <David.Sumner@agcocorp.com>
**Cc:** Conner, Phillip <Phillip.Conner@agcocorp.com>
**Subject:** FW: [External] Fwd: Aguilar Tractor

I spoke to Mr. Aguilar today and let him know that it would be towards the end of next week at the earliest before we could have our AGCO Service rep at his place.

David and Michael,

Please let me know when you think you two could meet to address the noise complaints he is having with the hydraulics and 4 wheel drive so I can give him some notice.

Thank you,

Jacob Willis
404.226.8647

**From:** Michael Nance [mailto:michael@nancetractor.com]
**Sent:** Monday, October 5, 2020 8:33 AM
**To:** Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Subject:** [External] Fwd: Aguilar Tractor

his list of complaints and our remedy from saturday

---------- Forwarded message ---------
From: **Eswin Aguilar** <capitalstone01@yahoo.com>
Date: Sun, Oct 4, 2020 at 10:05 AM
Subject: Aguilar Tractor
To: Michael Nance <michael@nancetractor.com>
Cc: Eswin Aguilar <capitalstone01@yahoo.com>

Michael,

The Mechanic came Saturday and completed the following:

Tractor returned filthy (Red clay all over inside and out (clumps in some places) - **Not Done**
New windshield caulking clumped in places (not sealed properly and dirty) - **Added some more caulking to unsealed places on windshield, but did not remove clumps as he was trying to use a knife and I was concerned he would scratch the glass so I asked him not to do it.**
Broken glass from old windshield left all over engine area and inside tractor cab - **Not Done**
Hydraulic hoses for loader not seated in proper place (left hanging) - **Done**
Hydraulic hoses underneath tractor not seated properly (hanging) and bolts missing - **Done**
Fender not connected to bolt - **Done**
Light plugs not connected - **Done**
Right door (if sitting in tractor) bolt sticking out (not secured) - **Done but still missing a piece that locks done the bolt.**
Oil all over side and bottom of tractor (not sure if leak or just wasn't cleaned up) - **I Cleaned**
Transmission oil drain plug was not tightened - **I Did this**
Transmission oil only filled halfway (not sure if leaking) - **I filled this**
2 bolts on metal shaft plate underneath tractor missing - **Done**
Engine oil dipstick not showing any oil - **He had to add a gallon of oil (not sure why so low)**
Loader joystick loose - I did this but he checked said was okay
Tractor making buzzing sound (sounds like hydraulic issue) - Not hearing the noise right now

I need to have an extended warranty as of 9/22/20 which is the day the tractor was returned on the entire tractor and would need that in writing. Need this confirmed soon as I don't

want to start using tractor and something happens.

I also would like to speak to the Agco Representative you have been dealing with. Please give me their name and number.

Eswin Aguilar
(803) 238-9063



AGCO 00026

**Archived:** Wednesday, July 28, 2021 10:20:09 AM
**From:** Brittany Hinson
**Sent:** Thursday, January 14, 2021 3:50:29 PM
**To:** Willis, Jacob G.
**Subject:** Re: FW: [External] Aguilar Tractor
**Sensitivity:** Normal
**Attachments:**
Pineda Hyd..PDF

---

On Thu, Jan 14, 2021 at 3:16 PM Willis, Jacob G. <Jacob.Willis@agcocorp.com> wrote:

Can you provide the work orders with part numbers that I can provide to Mr. Aguilar?

Thank you,

Jacob Willis

404.226.8647

**From:** Eswin Aguilar [mailto:capitalstone01@yahoo.com]
**Sent:** Thursday, January 14, 2021 1:54 PM
**To:** Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Cc:** Bart Bartlett <bbartlett@bartlettlawfirm.com>
**Subject:** Re: [External] Aguilar Tractor

Jacob,

Thank you for the update...

This note is not acceptable. I am going to need this in writing on the Nance Tractor invoice as I have been getting in the past with parts, description, misc.

Also, given the circumstances and 5 trips to Nance, I will need the extended warranty for one year and a bumper to bumper warranty/guarantee starting from the day the tractor

returned 1/12/21 from Nance tractor/Agco.

I will not being using the tractor as much because it is Winter so I will not be able to test it like I would in Spring/Summer. If the tractor has any more issues, I will need it replaced with a new one.

Eswin

On Thursday, January 14, 2021, 12:25:47 PM EST, Willis, Jacob G. <jacob.willis@agcocorp.com> wrote:

Mr. Aguilar,

Thank you again for your patience while we resolved the issues you were experiencing with your tractor.

As part of our agreement, AGCO is covering the cost of an extended warranty for your tractor. We purchased an enhanced plan that will cover your hydraulic components for another year past your standard warranty. Please see the covered component matrix attached. There is a $250 deductible association with this plan which AGCO will cover if you ever need to use it. The Contract ID for the plan is 4910149.

I have also attached the technician notes regarding the repairs that were completed. Please let us know if you have any questions.

Thank you,

Jacob Willis

404.226.8647

**From:** Eswin Aguilar [mailto:capitalstone01@yahoo.com]
**Sent:** Monday, January 4, 2021 9:20 AM
**To:** Michael Nance <michael@nancetractor.com>; Willis, Jacob G. <Jacob.Willis@agcocorp.com>
**Subject:** [External] Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

I also need a extended warranty in writing.

Eswin Aguilar

(803) 238-9063

This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).

This email is intended solely for the use of the individual to whom it is addressed and may contain confidential and/or privileged material. Any views or opinions presented are solely those of the author and do not necessarily represent those of AGCO. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. Neither AGCO nor the sender accepts any responsibility for viruses and it is your responsibility to scan and virus check the e-mail and its attachment(s) (if any).

## Extended Service Contract Quote (USA)

**The registration process is complete. Plan documents will be sent to the email address provided shortly.**

### Plan Details

| | | | |
|---|---|---|---|
| **Quote #:** | 4910149 | **Salesperson:** | Brittany Hinson |
| **Plan Type:** | New | | |

### Coverage Details

| | |
|---|---|
| **Plan Option:** | ENHANCED |
| **Protection Period:** | Not to exceed 36 months or 2000 total hours, including the MFR Base Warranty Period. |
| **Deductible:** | $250.00 |
| **Equipment Usage:** | Agriculture |
| **Quote Category:** | New |
| **Published Cost:** | $1,337.00 |
| **Dealer Cost (USD):** | $1,805.00 |
| **Customer Cost (USD):** | $1,805.00 |

### Dealer Info

| | |
|---|---|
| **ESC Salesperson:** | Brittany Hinson |
| **PO #:** | Pineda |
| * **Phone #:** | (803) 684-5161 |
| * **Dealer Email 1:** | brittany@nancetractor.com |
| * **Dealer Email 2:** | cole@nancetractor.com |

add another dlr email  remove email

### Customer Info

**Customer same as Dealer?:**

| | |
|---|---|
| * **Customer Name:** | ESWIN AGUILAR PINEDA |
| * **Address 1:** | 2868 East Peach Rd. |
| **Address 2:** | |
| * **Zip Code:** | 29130 |
| * **City:** | Ridgeway |
| * **State:** | South Carolina |
| **Email:** | capitalstone01@yahoo.com |

### Equipment Info

| | |
|---|---|
| **Equipment:** | 2019 Massey Ferguson TRACTORS - UTILITY 4707 |
| **Equipment Retail Value:** | $40,000.00 |



AGCO 00030

| | |
|---|---|
| **Current Machine Hours:** | 185 |
| * **Serial #:** | MC040EJ5236016 |
| * **MFR Base Warranty Start Date:** | 4/27/2019 |
| * **MFR Base Warranty End Date:** | 4/26/2021 |
| * **MFR Base Warranty Period:** | 24 Months |

Equipment Comments

Quoted by Jason Roberts on 1/7/2021 on Quote #4899521.

Save Edit Quote Submit



AGCO 00031

# MAINTENANCE WORK ORDER

**NANCE TRACTOR & IMPLEMENT**

450 Church St.

McConnells, SC 29726

(803) 684-5161

| CLIENT NAME | ESWIN AGUILAR | ORDER DATE | ORDER NUMBER |
|---|---|---|---|
| CLIENT PHONE | (803) 238-9063 | 11/5/2019 | WM03665 |
| WORK LOCATION | SHOP LOCATION | | |

| | |
|---|---|
| SERVICE TYPE | Warranty, No Charge |
| WORK DESCRIPTION | Replaced broken gear in transmission housing. |
| ADDITIONAL NOTES | Service is covered under Powertrain Warranty |

| LABOR DESCRIPTION | AMOUNT |
|---|---|
| REPLACED BROKEN GEAR IN TRANSMISSION | N/C |
| LABOR TOTAL | N/C |

| MATERIAL DESCRIPTION | QUANTITY | AMOUNT |
|---|---|---|
| 1440477X1 – RETAINING RING | 1 | N/C |
| 3011516X1 – BALL BEARING | 1 | N/C |
| 3011690X1 – OIL SEAL | 1 | N/C |
| 3014218X1 – HEX HEAD BOLT | 5 | N/C |
| 4302670M1 – COUNTERSUNK SCREW | 12 | N/C |
| 4309604M2 – GEAR-Z = 75 | 2 | N/C |
| 1442085X1 – BALL | 3 | N/C |
| 3009853X1 – TAPER BEARING | 1 | N/C |
| 4309789M1 – SHAFT-L = 2 | 2 | N/C |
| MATERIAL TOTAL | | N/C |

| WORK ORDER COMPILED BY | BRITTANY HINSON |
|---|---|

| | |
|---|---|
| SUBTOTAL | N/C |
| TOTAL TAX | N/C |
| TOTAL | N/C |

# MAINTENANCE WORK ORDER




**NANCE TRACTOR & IMPLEMENT**

450 Church St.

McConnells, SC 29726

(803) 684-5161


| CLIENT NAME | ESWIN AGUILAR | ORDER DATE | ORDER NUMBER |
|---|---|---|---|
| CLIENT PHONE | (803) 238-9063 | 9/28/2020 | WM04279 |
| WORK LOCATION | SHOP LOCATION | | |

| | |
|---|---|
| SERVICE TYPE | Warranty, No Charge |
| WORK DESCRIPTION | Replaced broken shaft in transmission, software update, replaced fuel gauge |
| ADDITIONAL NOTES | Service is covered under Powertrain Warranty |

| LABOR DESCRIPTION | AMOUNT |
|---|---|
| REPLACED BROKEN PARTS IN TRANSMISSION, UPDATE, GAUGE | N/C |
| LABOR TOTAL | N/C |

| MATERIAL DESCRIPTION | QUANTITY | AMOUNT |
|---|---|---|
| 3016383X91 – TAPER BEARING | 1 | N/C |
| 4306180M1 – SEGMENT | 2 | N/C |
| ACP0039340 – COMPOUND-GA | 3 | N/C |
| 4309605M1 – GEAR | 1 | N/C |
| 4309229M1 – FILTER ELEMENT | 1 | N/C |
| 79037109 – OIL | 60 | N/C |
| 4358760M91 – SYNCH | 1 | N/C |
| 4387039M1 – FUEL GAUGE | 1 | N/C |
| 4361934M1 – GEAR-Z = 75 | 1 | N/C |
| 4310774M1 – LOCKING SPRING | 3 | N/C |
| 366434X1 – ORING | 1 | N/C |
| 4358744M1 – SHAFT | 1 | N/C |
| MATERIAL TOTAL | | N/C |

| WORK ORDER COMPILED BY | BRITTANY HINSON |
|---|---|

| | |
|---|---|
| SUBTOTAL | N/C |
| TOTAL TAX | N/C |
| TOTAL | N/C |

# MAINTENANCE WORK ORDER

**NANCE TRACTOR & IMPLEMENT**

450 Church St.

McConnells, SC 29726

(803) 684-5161

| CLIENT NAME | ESWIN AGUILAR | ORDER DATE | ORDER NUMBER |
|---|---|---|---|
| CLIENT PHONE | (803) 238-9063 | 10/15/2020 | WM04561 |
| WORK LOCATION | SHOP LOCATION | | |

| | |
|---|---|
| SERVICE TYPE | Warranty, No Charge |
| WORK DESCRIPTION | Fixed 4WD issue and replaced bleeder screw |
| ADDITIONAL NOTES | Service is covered under Powertrain Warranty |

| LABOR DESCRIPTION | AMOUNT |
|---|---|
| FIXED 4WD ISSUE, REPLACED BLEED SCREW | N/C |
| LABOR TOTAL | N/C |

| MATERIAL DESCRIPTION | QUANTITY | AMOUNT |
|---|---|---|
| V837079627 – BLEED SCREW | 1 | N/C |
| V837079628 – ORING | 1 | N/C |
| ACW0336560 – SLEEVE | 1 | N/C |
| 3796350M1 – SEGMENT | 1 | N/C |
| HAULING IN/OUT | 1 | N/C |
| MATERIAL TOTAL | | N/C |

| WORK ORDER COMPILED BY | BRITTANY HINSON |
|---|---|

| | |
|---|---|
| SUBTOTAL | N/C |
| TOTAL TAX | N/C |
| TOTAL | N/C |



AGCO 00034

# MAINTENANCE WORK ORDER

**NANCE TRACTOR & IMPLEMENT**

450 Church St.

McConnells, SC 29726

(803) 684-5161

| CLIENT NAME | ESWIN AGUILAR | ORDER DATE | ORDER NUMBER |
|---|---|---|---|
| CLIENT PHONE | (803) 238-9063 | 1/8/2021 | WM04649 |
| WORK LOCATION | MET AT CUSTOMER LOCATION, FIXED AT SHOP LOCATION | | |

| | |
|---|---|
| SERVICE TYPE | Warranty, No Charge |
| WORK DESCRIPTION | Replaced hydraulic pump, flushed hydraulic system |
| ADDITIONAL NOTES | Service is covered under Powertrain Warranty |

| LABOR DESCRIPTION | AMOUNT |
|---|---|
| REPLACED HYDRAULIC PUMP, FLUSHED HYD SYSTEM | N/C |
| LABOR TOTAL | N/C |

| MATERIAL DESCRIPTION | QUANTITY | AMOUNT |
|---|---|---|
| 339322X1 – EXTERNAL RETAINING RING | 1 | N/C |
| 339437X1 – INTERNAL RETAINING RING | 1 | N/C |
| 339481X1 – ROLLER BEARNING | 1 | N/C |
| 4360266M2 – HYDRAULIC PUMP-2 | 1 | N/C |
| 4309646M1 – STRAINER | 1 | N/C |
| 4310438M2 – INDUCTIVE SENSOR | 1 | N/C |
| FREIGHT CHARGES | 1 | N/C |
| MATERIAL TOTAL | | N/C |

| WORK ORDER COMPILED BY | BRITTANY HINSON |
|---|---|

| | |
|---|---|
| SUBTOTAL | N/C |
| TOTAL TAX | N/C |
| TOTAL | N/C |

# AGCO LIMITED WARRANTY TERMS AND CONDITIONS - UNITED STATES, CANADA, AND MEXICO EFFECTIVE FOR EQUIPMENT RETAILED AND DELIVERED AFTER JANUARY 1, 2021

**WHAT IS WARRANTED** AGCO Corporation warrants its new equipment to be free of defects in material and workmanship at time of delivery to the first retail purchaser, renter, or lessee. These terms apply to all brands of new equipment originally marketed in the United States, Canada and to Challenger® branded equipment only originally marketed in Mexico.

| | | | |
|---|---|---|---|
| **APPLICATION** | ALL EQUIPMENT, EXCEPT FOR NEW LEADER | TWELVE (12) MONTHS | - |
| | MAJOR DRIVETRAIN COMPONENTS[1] | ADDITIONAL TWELVE (12) MONTHS OR TOTAL MACHINE USAGE OF TWO THOUSAND (2000) HOURS, WHICHEVER COMES FIRST | 1 |
| | NEW LEADER SPINNER SPREADER | TWENTY-FOUR (24) MONTHS | - |
| | #3 PINTLE CHAIN CONVEYOR | THIRTY-SIX (36) MONTHS | - |
| **TRACTORS** | ALL TRACK TRACTORS[11], AGRICULTURAL WHEELED TRACTORS[1], EXCEPT FENDT® | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 2, 3, 14 |
| | 1500, 1600, 4600M, 4700 AND STA SERIES POWERTRAIN[1], EXCEPT 1526 AND ZT TRACTORS | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 4 |
| | 1526, 1700, 1700E, GC1700, 1800, 2600H, 2700E AND 2800 SERIES | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 13 |
| | ALL FENDT® TRACTORS[1] | THIRTY-SIX (36) MONTHS OR THREE THOUSAND (3000) HOURS WHICHEVER COMES FIRST | 2 |
| | ARTICULATED AGRICULTURAL TRACTORS (MT900) AND ARTICULATED SCRAPER TRACTORS (MTS900) | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | - |
| | ALL AGRICULTURAL TRACTORS IN A NON-AG APPLICATION[1] | TWELVE (12) MONTHS OR ONE THOUSAND (1000) HOURS WHICHEVER COMES FIRST | 2 |
| **IMPLEMENTS** | ALL LOADERS, IMPLEMENTS[1], ATTACHMENTS, 3 POINT MOUNTED ROTARY CUTTERS[1], MOWER DECKS, FINISHING MOWERS[1] | TWELVE (12) MONTHS | 5, 6, 7 |
| | ALL SUNFLOWER TILLAGE TOOLS, ATTACHMENTS, DUMPWAGONS, DRILLS | TWELVE (12) MONTHS PARTS AND LABOR INCLUDING HIGH WEAR ITEMS[1] | 8 |
| | SUNFLOWER TILLAGE TOOLS | ADDITIONAL TWENTY-FOUR (24) MONTHS PARTS ONLY | - |
| | WHITE PLANTERS[1], SPREADERS[11], TENDERS | TWELVE (12) MONTHS | 9, 10 |
| | FENDT PLANTERS MODELS: FTPM24-30, FTPM36-20, FTPM36-22, AND FTPM48-15 | THIRTY-SIX (36) MONTHS OR TEN THOUSAND (10,000) ACRES WHICHEVER COMES FIRST | - |
| | FENDT PLANTERS MODELS: FTPM16-30, FTPM24-20, FTPM24-22, AND FTPM32-15 | THIRTY-SIX (36) MONTHS OR SIXTY-FIVE HUNDRED (6,500) ACRES WHICHEVER COMES FIRST | - |
| **HAY EQUIPMENT** | ALL HAY EQUIPMENT, SELF-PROPELLED WINDROWERS, AUGER, ROTARY[11], DRAPER HEADERS, EXCEPT ROUND BALERS | TWELVE (12) MONTHS | 15 |
| | ROUND BALERS | TWENTY-FOUR (24) MONTHS | - |
| **HARVEST** | COMBINES, CORNHEAD, DRAPER, FLEX, PICKUP, RIGID | TWENTY-FOUR (24) MONTHS | - |
| | FENDT COMBINES | THIRTY-SIX (36) MONTHS OR TWELVE HUNDRED FIFTY(1250) ENGINE HOURS WHICHEVER COMES FIRST | 16 |
| **ENGINE WARRANTY** | ALL ENGINES[11] EXCEPT CATERPILLAR AND CUMMINS ENGINES | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 11 |
| | CATERPILLAR AND CUMMINS ENGINES | COVERAGE PROVIDED BY MANUFACTURER | - |
| | FUEL INJECTION EQUIPMENT, STARTERS, TURBO CHARGER | COVERAGE PROVIDED BY MANUFACTURER EXCEPT WHEN AGCO WARRANTY EXCEEDS MANUFACTURER WARRANTY | - |



AGCO 00036

| SERVICE PARTS | NEW OR REMAN GENUINE AGCO PARTS[1] | TWELVE (12) MONTHS OR REMAINDER OF MACHINE WARRANTY, WHICHEVER IS LONGER | 12 |
|---|---|---|---|
| | **FOOTNOTES** | | |
| 1 | Application equipment, major drive train components, is warranted for two (2) years or two-thousand (2000) hours, whichever comes first. This warranty shall include transmission, drive axle, wheel motor, hydrostatic pump, differential, chain cases, and front wheel assist hydraulic pump. Allison transmissions are warranted by the manufacturer. | | |
| 2 | MTS800 Series (Special Application) version and all agricultural tractors being used in a non-agricultural application, such as but not limited to a towed scraper with construction style hitch, receive twelve (12) months or one thousand (1000) hours, whichever comes first. | | |
| 3 | MT700 and MT800 series track tractors carry a rubber track warranty for a period of twenty-four (24) months for scraper version and non-agricultural applications and forty-eight 48) months for agricultural application. This is a pro-rated warranty that covers defects in material and workmanship with allowance calculated as to the percent of grouser wear height at failure. | | |
| 4 | In addition to standard warranty, 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 the tractor has not been used for more than 2000 hours, whichever comes first. | | |
| 5 | Warranty periods for 3 point mounted rotary cutters and finishing mowers sold for commercial use are limited to ninety (90) day from delivery date to the first retail purchaser, renter, or lessee, replacement cost only. | | |
| 6 | Gearbox warranty on rotary cutters extends for five (5) years pro-rated parts only. | | |
| 7 | Flex wing finishing mowers are warranted for thirty-six (36) months. | | |
| 8 | High wear items are disc blades, light kits, points, sweeps, standards and supports, coulter mounts, coulter hub assemblies, reels, NH3 knives, harrow teeth and tines, stubble treaders, and wheel spokes. | | |
| 9 | For planters - structural components (backbones, rock shafts, and main frames) carry an additional twelve (12) months from original purchase. | | |
| 10 | To original purchaser only, 3700 Series spreaders - the galvanized sides shall not rust through for a period of ten (10) years from delivery date when such spreaders are subjected to normal operations. The FRP floor and end gate material of said spreaders are warranted to not rot through for a period of ten (10) years from delivery date. The gear box, conveyor chains, and conveyor bars shall remain useable for a period of two (2) years from delivery date. | | |
| 11 | Base engine arrangement components are only warranted if installed by AGCO and not the manufacturer. | | |
| 12 | Within 6 months from the date of initial sale of over-the-counter service parts, AGCO will pay reasonable, related replacement labor expenses only if both the original defective part and the replacement part are installed by an authorized AGCO dealer. Certain service parts that are supplied to AGCO by third party vendors may carry different warranty terms and conditions that are administered directly by the vendor. For details, see your Dealer. | | |
| 13 | In addition to standard warranty, 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 (36) month period provided the tractor has not been used for more than 2000 hours, whichever comes first. | | |
| 14 | For new MT700 and MT800 series track tractors retailed on or after 5/1/2014 the reaction arm E-bearing housing and Duo-cone seal group is warranted for an additional (36) month period provided the tractor has not been used for more than 5000 hours, whichever comes first. | | |
| 15 | Rotary Disc Heads include a parts only 3 year (36 months)"RazorGuard" cutterbar warranty covering: cutterbar module casting, idler bearing & idler gears, gear spindles & assembly, spindle bearings, and seals. | | |
| 16 | Fendt Combines that come equipped with tracks (models ending with T) carry a rubber track warranty for a period of thirty-six (36) months. This is a pro-rated warranty that covers defects in material and workmanship with allowance calculated as to the percent of grouser wear height at failure. | | |

*NOTE: Implements or attachments sold as a package may carry a different warranty than the primary unit.*



## *AGCO LIMITED WARRANTY TERMS AND CONDITION CONTINUED*

**EMISSIONS WARRANTY**

Designated units have emissions warranty on specific components; refer to your Operators Manual for details.

**EQUIPMENT RENTAL / DEMONSTRATOR**

Equipment used as rentals or demonstrators will receive a reduced warranty term based on accumulated hours at the time of retail.

**EXCEPTIONS FROM THIS WARRANTY**

· **Audio Components** - The audio systems originally installed on your new equipment are warranted by their respective manufacturers and not by AGCO. · **Alternators** - Alternators must be repaired by an authorized repair station, if repair can be obtained locally. When repair service cannot be obtained locally, components obtained from the AGCO Parts Division must be installed and warranty submitted to AGCO Warranty Department for reimbursement.

- **Freight Charges** - This warranty does not cover freight charges.
- **Improvements, Changes, or Discontinuance** - AGCO reserves the right to make changes and improvements in design or changes in specifications at any time to any product without incurring any obligations to owners of products previously sold.
  - **Original Equipment Battery Warranty**
    - Model year 2011 and prior track tractors, scraper tractors, and articulated tractors: All warrantable battery failures are covered by and processed in compliance with Caterpillar battery warranty. The Caterpillar Dealer provides warranty service by pro-rata warranty adjustment based on the Caterpillar battery. AGCO does not provide warranty coverage for these batteries.
    - Model year 2012 and later track tractors, scraper tractors, articulated tractors and all other equipment: Notwithstanding any other provision hereof, equipment batteries are warranted by an authorized AGCO dealer for full replacement for the first three (3) months or as required by State and/or Provincial law, and on a fully pro-rated replacement cost basis from date of delivery but not to exceed twenty-four (24) months total.
  - **Replacement Batteries**
    - Replacement batteries are warranted, through your authorized AGCO dealer for full replacement for the first three (3) months or as required by State and/or Provincial law, and on a fully pro-rated replacement cost basis from date of delivery but not to exceed twenty-four (24) months total.
- **Repairs and Maintenance Not Covered Under Warranty** - This warranty does not cover conditions resulting from misuse, natural calamities, use of non-AGCO parts, negligence, alteration, accident, use of unapproved attachments, usage which is contrary to the intended purposes, or conditions caused by failure to perform required maintenance. Replacement of Wear or Maintenance items (unless defective) such as but not limited to, filters, wiper blades, fuses, brake linings, clutch friction disc, coolants, hoses, belts, lubricants, refrigerant, light bulbs, window glass, injections nozzles, wheel alignment, brake and clutch adjustment, tightening of nuts, belts, bolts, and fittings, service tune-up, headlight alignment, computer parameter adjustments and general adjustments which may from time to time be required are not covered.
  - **Rubber Tire Warranty** - Rubber tires are warranted directly by the respective manufacturer only and not by AGCO.
- **Rubber Track Warranty** - The warranty period is twenty-four (24) months for All Track Tractors, or forty-eight (48) months for exclusively used Agricultural Application Tractors starting from the date of delivery to the first user. This pro-rated track warranty covers defects in material and/or workmanship with allowance calculated as to the percent of grouser wear height at failure. Beyond the AGCO Base Warranty Period (24 months or 2000 hours, whichever comes first), labor and related charges to replace a track covered by this pro-rated warranty will remain the customer's responsibility.
- **Satellite Outages** - Interruptions in satellite interfaces and satellite communications are outside the control of this product and are not covered by this warranty. The company is not responsible for issues or degradation of system performance resulting from such interruptions in satellite interfaces and satellite communications where the issues are not related to defects in this product.

**OWNER'S OBLIGATION**

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. This Warranty does NOT cover rental of replacement equipment during the repair period, damage to products which have been declared a total loss and subsequently salvaged, overtime labor charges, freight charges for replacement parts, or special handling requirements (such as, but not limited to, the use of cranes).

**EXCLUSIVE EFFECT OF WARRANTY AND LIMITATION OF LIABILITY**

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE OR OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED. The remedies of the Owner set forth herein are exclusive. The Company neither assumes nor authorizes any person to assume for it any other obligation or liability in connection with the sale of covered machines. Correction of defects, in the manner and for applicable period of time provided above, shall constitute fulfillment of all responsibilities of AGCO to the Owner, and AGCO shall not be liable for negligence under contract or in any manner with respect to such machines. IN NO EVENT SHALL THE OWNER BE ENTITLED TO RECOVER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO, LOSS OF CROPS, LOSS OF PROFITS OR REVENUE, OTHER COMMERCIAL LOSSES, INCONVENIENCE OR COST OF RENTAL OR REPLACEMENT EQUIPMENT.
Some States or Provinces do not permit limitations or exclusions of implied warranties or incidental or consequential damages, so the limitations or exclusions in this

warranty may not apply. "AGCO" AS REFERRED TO HEREIN WITH RESPECT TO SALES IN:

CANADA: UNITED STATES:
AGCO Canada, LTD. AGCO Corporation
Box 4706, 515 Dewdeney Avenue 4205 River Green Parkway
Regina, Saskatchewan S4P 3Y3 Duluth, Georgia 30096-2568

**New Equipment Warranty** - Equipment is eligible for warranty service only if it qualifies under the provisions of the New Equipment Warranty. The selling dealer will deliver the Warranty to the original retail purchaser at the time of sale, and the dealer will register the sale and Warranty with AGCO.
**Subsequent Owners** - This Warranty covers the first retail purchaser and all subsequent owners of the equipment during the specified warranty period. Should the AGCO Dealer sell this equipment to a subsequent owner, the Dealer must deliver the warranty document to the subsequent owner so the subsequent owner can register ownership with AGCO and obtain the remaining warranty benefits, if available, with no intermission in the Warranty Period. Subsequent Owner Procedure will apply. It is the responsibility of the subsequent owner to transport the equipment 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. This Warranty does NOT cover charges for rental or replacement equipment during the repair period, products which have been declared a total loss and subsequently salvaged, overtime labor charges, freight charges for replacement parts, or units sold at auction.
**Warranty Service** - To be covered by Warranty, service must be performed by an authorized AGCO Dealer. It is recommended that you obtain warranty service from the Dealer who sold you the equipment because of that Dealer's continued interest in you as a valued customer. In the event this is not possible, warranty service may be performed by any other authorized AGCO Dealer in the United States, Canada, or Mexico. It is the responsibility of the Owner to transport the equipment 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.
**Maintenance Service** - The Owner's Manual furnished to you with the equipment at the time of delivery contains important maintenance and service information. You must read the manual carefully and follow all the maintenance and service recommendations. Doing so will result in greater satisfaction with your equipment and help avoid service and warranty problems. Please remember that failures due to improper maintenance of your equipment are not covered by warranty.
**Maintenance Inspections** - To insure the continued best performance from your agricultural equipment, we recommend that you arrange to make your equipment available to your AGCO Dealer for a maintenance inspection 30 days prior to warranty expiration.

Extended Service Coverage is available for purchase. See your Dealer for details.

MASSEY FERGUSON

NANCE TRACTOR
450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

KUHN

SOLD TO
AGUI01 AGUILAR-PINEDA
2868 EAST PEACH RD.
RIDGEWAY, SC 29130

SHIP TO

Sold By: AM PO #: 4707CAB Date 4/24/19 EQUIPMENT SALE EM01259
Ship By: Tax #: 9:09:54 PRT: 4

| Tax | D | Qty | Description | | | Price | Amount |
|---|---|---|---|---|---|---|---|
| | | | EQUIPMENT SALE | | | | |
| 00000 | | | 236016 MF | MF4707 | MF4707 | | 51200.00 |
| | | | SER#:MC040EJ5236016 | | | | |
| | | | FINANCING | | | | |
| 00000 | | | FINANCING | | | | 51200.00- |
| | | | INCLUDES 3RD FUNCTION VALVE | | | | |

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

X_____ Charge Sale

Phone: (803)238-9063

PAY THIS AMOUNT 50.00

AGCO 00039

AGCO
Your Agriculture Company

# Warranty Registration

| | | | |
|---|---|---|---|
| Company Name | Eswin Aguilar Pineda | Serial Number | AGCMC040EJ5236016 |
| Contact Name | Eswin Aguilar Pineda | Model Description | MF4707 TRACTOR |
| Contact Address | 238 Rimer Pond Rd<br>Blythewood South Carolina United States 29016 | Unit Usage | 2 hours |
| Contact Email | | Registration Number | 0564458 |
| Phone Number | | Registration Type | Retail |
| Primary Usage | LIVESTOCK PRODUCTION | Customer Type | Farm (Private) |

| | | | |
|---|---|---|---|
| Registration Date | 2019-04-27 | Delivery Date | 2019-04-27 |
| Purchase Date | 2019-04-27 | First Use Date | 2019-04-27 |

| Retail Dealer | Servicing Dealer |
|---|---|
| Acct No. 328105 | Acct No. 328105 |
| 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) | 328105 Nance Tractor and Implement, Inc. (McConnells-South Carolina) |
| 450 Church Street | 450 Church Street |
| McConnells South Carolina | McConnells South Carolina |
| United States 29726 | United States 29726 |

Major Components

| Component Type | Serial Number |
|---|---|
| Rear axle number | J5M313010 |
| Transmission number | J5L295012 |
| Engine | J5D274031 |
| Cab | C007661 |
| Front axle number | A-CHN-121368 |

Warranty Coverages

| Policy | Policy Type | Start date | End date | Serial Number |
|---|---|---|---|---|
| 2Y-STANDARD-2000HR | Standard | 2019-04-27 | 2021-04-26 | AGCMC040EJ5236016 |
| 3YR-POWERTRAIN 2000HR | Standard | 2019-04-27 | 2022-04-26 | AGCMC040EJ5236016 |

| | | | | |
|---|---|---|---|---|
| 5YR 3000HR -EMISSIONS | Standard | 2019-04-27 | 2024-04-26 | AGCMC040EJ5236016 |
| 1Y-STANDARD | Standard | 2019-04-27 | 2020-04-26 | AG3M931X0JT200034 |

Associated Equipment

| Serial Number | Model Number | Model Description | Registration |
|---|---|---|---|
| AG3M931X0JT200034 | 931X | MF931X LOADER | 0564459 |

Machine Checklist

| | |
|---|---|
| EPA Label is Affixed (for all powered units) | ✓ |
| Warranty information has been explained and provided to Customer | ✓ |
| Operator's Manual has been provided to Customer | ✓ |
| Customer Signature is maintained on file by Dealer confirming the Customer receipt of the warranty information and Operator's Manual | ✓ |
| Extended Warranty Available | ✓ |
| Extended Warranty Purchased | ✗ |

I/We have taken delivery and inspected the machine detailed above and acknowledge that it conforms to my/our order.

I/We have been instructed in the operation, routine servicing and safety precautions and understand my/our entitlement to the benefits of the warranty as detailed in the Owners installation and Service Record Book which I/we have received.

I/We will ensure that the above instructions are passed on to all operators of the machine and that the Operators Instruction Book will be available to them at all times.

Owner/Customer Signature

2021-07-12
Date

In accordance with the Owners Installation and Service Record Book/Operator Instruction Book:

We have carried out the pre-delivery inspection and have delivered and installed the machine detailed above.

We have explained to the owner, the operation, routine servicing procedures, and safety precautions and passed on to the owner the Operators Instruction Book.

We have advised the owner of his entitlement to warranty.

Dealer Signature

2021-07-12
Date



AGCO 00041

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

| | | |
|---|---|---|
| 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 RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT** |
| | ) | |
| v. | ) | |
| | ) | |
| AGCO Corp. | ) | |
| | ) | |
| Defendant. | ) | |
| | ) | |

Defendant AGCO Corp. (hereinafter "AGCO") opposes Plaintiff's motion for entry of default judgment, filed September 13, 2023, as explained below. AGCO has moved for an extension or to strike Plaintiff's affidavit of default, or in the alternative for relief from entry of default pursuant to Rule 55(c). AGCO incorporates and restates its arguments made in that motion as if fully restated herein. In this opposition, AGCO further explains why it respectfully requests that this Court exercise its discretion to grant AGCO an extension out of time to respond to Plaintiff's Third Amended Complaint, or in the alternative, to relief AGCO from default pursuant to Rule 55(c), SCRCP.

## BACKGROUND

Plaintiff's first complaint was filed on June 8, 2021, and AGCO answered this complaint on July 14, 2021.

On August 10, 2021, Plaintiff filed a First Amended Complaint. AGCO answered the First Amended Complaint on August 24, 2021.

On October 11, 2022, Plaintiff moved to file a Second Amended and Supplemental Complaint. AGCO moved to dismiss the Second Amended Complaint on December 2, 2022. While the briefing was underway, Plaintiff moved for leave to file a Third Amended Complaint

on February 7, 2023, to add a cause of action for negligent bailment. By order entered March 10, 2023, the court denied the motion to dismiss and granted Plaintiff's motion to amend. In that order, the court found that "[t]he only difference between the proposed Third Amended Complaint and the current iteration of the complaint is the addition of a cause of action for negligent bailment. There are no new factual allegations asserted." (March 10, 2023 Order at 2.) AGCO did not answer the Second Amended Complaint because the motion to amend allowed the Third Amended Complaint as the operative pleading.

Plaintiff's Third Amended Complaint was filed on March 10, 2023. On March 24, 2023, AGCO again moved to dismiss the complaint. A hearing on the motion was held on August 15, 2023, and on August 17, 2023, the court's order denying the motion to dismiss was entered. Based on Rules 12(a) and 6(e), SCRCP, the answer to the Third Amended Complaint would be due by September 6, 2023, including the five mailing days allowed under Rule 6(e). AGCO filed its answer on September 12, 2023. Plaintiff then filed an affidavit of default on September 13, 2023, along with the motion for default judgment which AGCO opposes with this response. The following calendar table shows the dates and the events related to this situation:



ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| | | | 8/16<br>Hearing on Motion to Dismiss | **8/17**<br>**Order entered** | 8/18 | **8/19** |
| **8/20** | 8/21 | 8/22 | 8/23 | 8/24 | 8/25 | **8/26** |
| **8/27** | 8/28 | 8/29 | 8/30 | 8/31 | **9/1**<br><br>**15 days** | **9/2** |
| **9/3** | 9/4 | 9/5 | **9/6**<br><br>+ 5 days per Rule 6(e) and E-Filing Rule 4(e)(4)<br>**Answer due** | 9/7<br><br>1 Business Day<br><br>1 Rule Day | 9/8<br><br>2<br><br>2 | **9/9**<br><br><br><br>**3** |
| **9/10**<br><br><br>4 | 9/11<br><br>3<br><br>5 | **9/12**<br><br>4<br><br>6<br><br>**AGCO files answer** | **9/13**<br>Plaintiff files Aff. Default and Mot. Default Judgment<br><br>C Thomas calls R Studemeyer<br><br>C Thomas emails R Studemeyer<br><br>**AGCO files Mot. Extension/ Relief from Entry of Default** | 9/14<br>Plaintiff files proposed order granting Mot. Default Judgment | 9/15<br>Plaintiff files Memo in Opp'n to Mot. Extension/ Relief from Entry of Default<br><br>C Thomas calls R Studemeyer<br><br>C Thomas emails R Studemeyer | **9/16** |
| **9/17** | 9/18<br>R Studemeyer emails C Thomas | 9/19<br>AGCO files Amended and Supp. Mot. Extension/ Relief from Entry of Default | | | | |

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

## ARGUMENT

**I. Default judgment is not warranted because an extension is appropriate under Rule 6(b), SCRCP, to allow AGCO's answer to be timely.**

AGCO's initial request for relief was to seek an extension, which the Court may grant even after a deadline has passed *in its discretion* and for good cause shown. *See* Rule 6(b), SCRCP. AGCO has explained its basis for good cause for the extension in its motion and related filings seeking the extension and relief from entry of default.

As noted above, AGCO incorporates its argument and evidence in support of its motion for extension and to strike the affidavit of default, or in the alternative, for relief from default pursuant to Rule 55(c). In addition to the affidavit of Carmen Harper Thomas included as an attachment to that motion, AGCO provides the supplemental affidavit of Carmen Harper Thomas in support of this opposition. (Both are attached as Exhibit 1.)

Plaintiff contends that AGCO is in default and that AGCO denies this. AGCO recognizes that its answer to the Third Amended Complaint was not filed by the deadline. AGCO argues, however, that based on the language of Rule 55(a), SCRCP, AGCO has not "failed to plead or otherwise defend as provided by these rules," when AGCO's prior answers and motions to dismiss are taken into account. AGCO has answered and also has defended this case by moving to dismiss pursuant to Rule 12, SCRCP. While AGCO did not file its answer to the Third Amended Complaint timely, it has previously answered and actively defended through the motions to dismiss. No case in South Carolina has been identified that upheld a default under the same circumstances of a party answering twice and moving to dismiss twice.

Plaintiff also relies on *Stark Truss Co. v. Superior Const. Corp.*, 360 S.C. 503, 602 S.E.2d 99 (Ct. App. 2004), to argue that entry of default is required even though AGCO filed a late answer prior to Plaintiff filing an affidavit of default or prior to entry of default. In *Stark Truss*, the Court

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

of Appeals cited to a North Carolina Court of Appeals case finding that "[a]fter an answer has been filed, even fi the answer is untimely filed, a default may not be entered." *Id.* at 509, 602 S.E.2d at 102. The Court of Appeals then noted, as does Plaintiff, "[t]hat is not the current law in this state." *Id.* In *Stark Truss*, however, appellants had not requested an extension pursuant to Rule 6(b), as AGCO has done here, so the Court of Appeals was not presented with the question of whether an extension could be granted. In fact, the Court of Appeals noted, "*[u]nless an extension is granted*, a defendant must serve his answer" within the time prescribed by the rules. *Id.* at 508, 602 S.E.2d at 102 (emphasis added). Thus, as is stated in the Rules of Civil Procedure and acknowledged by the Court of Appeals, an extension may be granted to change the date by which an answer must be served.

In addition to not having requested an extension of their time to answer, the procedure in *Stark Truss* also is different than this situation in several respects. First, the late answer was filed the same day as the affidavit of default and motion for entry of default judgment, and no previous answer or motion to dismiss had been filed by the defendants. Also, the defendants did not move to set aside entry of default until over a month after the default judgment was entered, and when they did, "there was no good explanation for not filing an answer within thirty days . . . ." *Id.* at 507, 602 S.E.2d at 101. Ultimately, however, while the Court of Appeals affirmed the entry of default and the denial of defendants' motion to set aside the entry of default, the court set aside the default judgment because defendants' had appeared and thus were entitled to notice before the judgment by default was entered. *Id.* at 511-12, 602 S.E.2d at 103.

Also, Plaintiff asserts that AGCO's motions to dismiss have been an effort to delay this proceeding, but Plaintiff has filed four separate complaints over the course of two years, continuing to prolong this case. AGCO has consistently taken steps to actively participate in this litigation

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

and defend Plaintiff's claims, including through ongoing discovery. At this Court's discretion, and based on the good cause shown by the circumstances that led to the late answer, AGCO's prior answers and motions to dismiss, AGCO's consistent participation in the litigation and its defense, and AGCO's prompt actions to answer and rectify the late answer, an extension is warranted to allow AGCO's answer to be timely and the default to be lifted.

## II. Default judgment is not warranted because good cause exists under Rule 55(c), SCRCP, to relieve AGCO of default.

The motion for default judgment should be denied because relief from entry of default is appropriate. Rule 55(c), SCRCP, provides that for "good cause shown the court may set aside an entry of default . . . ." The standard for evaluating a Rule 55(c) motion is set forth in *Wham v. Shearson Lehman Bros.*, 298 S.C. 462, 465, 381 S.E.2d 499, 501 (Ct. App. 1989), which provides that "[o]nce a party has put forth a satisfactory explanation for a default," a court shall consider: (1) the timing of [the defendant's] motion for relief; (2) whether [the defendant] has a meritorious defense; and (3) the degree of prejudice to [the plaintiff] if relief is granted. *Sundown Operating Co. v. Intedge Indus., Inc.*, 383 S.C. 601, 607-08, 681 S.E.2d 885, 888 (2009) (citing *Wham*).

As explained in *Sundown*, the "mere 'good cause'" standard "requires a party seeking relief from an entry of default under Rule 55(c) to provide *an explanation* for the default and give reasons why vacation of the default entry would serve the interests of justice." *Id.* (emphasis added). Also as explained in *Sundown*, "[n]o trial court should ever find good cause lacking based solely on the absence of a Rule 60(b) factor," and the standard for relief under Rule 55(c) is meant to be lower than under Rule 60(b). *Id.* at 608, 681 S.E.2d at 889. Rule 60(b)(1) allows relief from a judgment for specified reasons including "mistake, inadvertence, surprise, or excusable neglect." Thus, according to the Supreme Court in *Sundown*, a party seeking relief from entry of default may show

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

any of the reasons described in Rule 60(b), but relief from entry of default may be warranted based on something that does not meet these Rule 60(b) reasons.

Further, relief from entry of default is solely within the discretion of the trial judge. *See Ricks v. Weinrauch*, 293 S.C. 372, 374, 360 S.E.2d 535, 536 (Ct. App. 1987) (citing *Ammons v. Hood*, 288 S.C. 278, 341 S.E.2d 816 (Ct. App. 1986)). "Relief granted at the point of entry of default is within the equitable power of the court and excuses [a] previous failure to act promptly." *Id.* As noted above, the analysis under Rule 55(c) is not a high standard and is to be liberally applied to ensure that the State's policy of resolving claims on their merits is honored. *See Sundown*, 383 S.C. at 607, 681 S.E.2d at 888. According to the Supreme Court, Rule 55(c) should be "liberally construed to see that justice is promoted and to strive for disposition of cases on their merits." *Ricks*, 293 S.C. at 374-75, 360 S.E.2d at 536. "Finally, this element of discretion given to the trial judge makes it clear *the party requesting a judgment by default is not entitled to one as of right, even when the defendant is technically in default.*" *Id.* at 375, 360 S.E.2d at 536 (emphasis added).

**A. AGCO has provided an explanation for the late answer that shows good faith mistake, inadvertence, and excusable neglect.**

AGCO's counsel, through affidavit testimony, has explained the reason for the late answer, which is due to counsel's good faith mistake, inadvertence, and excusable neglect. "[W]here there is a good faith mistake of fact, and, no attempt to thwart the judicial system, there is basis for relief. [South Carolina courts] favor trial of issues on merit over securing judgment by slight technicalities." *Columbia Pools, Inc. v. Galvin*, 288 S.C. 59, 339 S.E.2d 524 (Ct. App. 1986) (vacating default judgment based on error of law because mistake of fact occurred when lawyer relied on client's representation of date of service and served answer and counterclaims one day late).

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Specifically, AGCO was represented at the hearing on the motion to dismiss on August 15, 2023, by its counsel, Cory Patterson of Nelson Mullins. Another partner also was assigned to the case, Carmen Thomas. As reflected in the attached Affidavit of Carmen Harper Thomas, for the time period when the August 17, 2023 order was received, Mr. Patterson's administrative assistant's responsibilities were being transitioned to a new person who had started the week before. (*See* Thomas Affidavit ¶¶ 10-17.) After three days of training, she began working directly with Mr. Patterson on Thursday, August 10th. (*Id.* at ¶ 11.) Beginning August 10th and including and after the day the order was received, Mr. Patterson's interim assistant was training his new assistant. (*Id.* ¶ 11.) On August 17th, Mr. Patterson's interim assistant was still in the state court electronic filing system as his secondary contact. (*Id.* ¶¶ 13-14.) On the day after the order was received, Mr. Patterson's assistant's contact information was updated in the electronic court filing records so that his new assistant was his secondary contact. (*Id.* ¶ 14.)

Mr. Patterson communicated to the internal group, including Ms. Thomas, his assistant, and Ms. Thomas's assistant, following the hearing regarding the incoming proposed order. (*Id.* ¶ 12.) Because Mr. Patterson had attended the hearing and had communicated about the incoming order, Ms. Thomas thought he and his assistant would address the order when it arrived. (*Id.* ¶ 15.) They were not aware of the administrative assistant transition for Mr. Patterson that was then underway. (*Id.* ¶ 15.) Because of the administrative assistant transition, however, the order did not get saved promptly and docketed as would be the normal procedure. (*Id.* ¶¶ 16-17.) The normal procedures are robust and careful and show the firm's intent to comply with deadlines. (*Id.* ¶¶ 6, 8-9.) AGCO's counsel relied on the established procedure which did not succeed in this unique instance. This situation was the result of a mistake, inadvertence, or excusable neglect.

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

As explained above, the reason for the default is due to the transition of the administrative staff of the lawyer who handled the motion to dismiss and the undersigned lawyer's reliance on the established procedure for accessing filings and docketing deadlines. AGCO and its counsel always intended to comply with all Court deadlines and have done so throughout this case. The temporary and unique disruption of procedures that typically would have timely identified the entered order and the answer deadline qualify as mistake, inadvertence, and excusable neglect, although even less is required to meet Rule 55(c). The totality of the circumstances shows that AGCO itself was not at fault, and that the circumstances themselves were irregular and limited to the time period of the receipt of the August 17, 2023 order. *See Ricks*, 293 S.C. at 375, 360 S.E.2d at 537 (affirming relief from entry of default).

Further, similar administrative situations involving changes in staff have supported good cause under the Rule 55(c) and Rule 6(b) standard. *See, e.g.*, *Maxwell v. Genez*, 350 S.C. 563 (Ct. App. 2002) (finding "affidavit stating that because of changes in paralegals in [attorney's] office," a due date was not calendared, among other factors, supported good cause under *Wham* factors), *reversed on other grounds*, *Maxwell v. Genez*, 356 S.C. 617, 51 S.E.2d 26 (2003).

**B. AGCO's motion for relief was extremely prompt and thus meets *Wham*'s first factor.**

As to the timing of AGCO's motion for relief, the motion for extension or for relief from default initially was filed only seven days after the September 6, 2023 deadline to answer, one day after answering, and the same day as the affidavit of default. Though business days are not how days are counted in this context under the Rules of Civil Procedure, from a practical perspective, the motion for relief was filed only five business days after the deadline. AGCO's motion for relief thus was very prompt. *See, e.g.*, *Ricks*, 293 S.C. at 375, 360 S.E.2d 537 (affirming relief

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

from entry of default when default entered after motion for judgment by default, and motion to set aside default judgment filed 12 days after default entered).

**C. AGCO has meritorious defenses and thus meets *Wham*'s second factor.**

"To establish that he has a meritorious defense, a complainant need not show that he would prevail on the merits, but only that his defense is meritorious." *McClurg v. Deaton*, 380 S.C. 563, 671 S.E.2d 87 (Ct. App. 2008)), *aff'd*, 395 S.C. 85, 716 S.E.2d 887 (2011) (citing *Thompson v. Hammond*, 299 S.C. 116, 120, 382 S.E.2d 900, 903 (1989)).

> [A] meritorious defense need not be perfect nor one which can be guaranteed to prevail at a trial. It need be only one which is worthy of a hearing or judicial inquiry because it raises a question of law deserving of some investigation and discussion or a real controversy as to real facts arising from conflicting or doubtful evidence.

*Thompson v. Hammond*, 299 S.C. at 120, 382 S.E.2d at 903 (internal quotations omitted)).

Plaintiff asserts claims against AGCO for breach of express warranty, violation of the Unfair Trade Practices Act, conversion, negligent bailment, and civil conspiracy. AGCO has addressed its defenses in the multiple motions to dismiss, explaining and providing references to the arguments supporting dismissal. Though AGCO's motions to dismiss pursuant to Rule 12(b)(6) were denied, the standard at that stage is for the Court to look only at the allegations in the complaint and find them in the light most favorable to the plaintiff. In opposition to Plaintiff's motion for default judgment, AGCO presents the following in support of its meritorious defenses.

**1. Breach of express warranty**

To establish a cause of action for breach of an express warranty, a plaintiff must show "the existence of the warranty, its breach by the failure of the goods to conform to the warranted description, and damages proximately caused by the breach." *First State Sav. & Loan v. Phelps*,

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

299 S.C. 441, 448, 385 S.E.2d 821, 825 (1989) (citations omitted). AGCO will rely on the Limited Warranty, attached as Exhibit 2, to support its defense against the breach of warranty claim.

Further, among other evidence, AGCO will rely on maintenance and repair records, such as Maintenance Work Orders from Nance Tractor (AGCO 32-36, attached as Exhibit 4 (produced in discovery)), and repair records from Powell Tractor Inc. (AGCO 42,43, attached as Exhibit 4 (to be produced in discovery)).

**2. Violation of S.C. Unfair Trade Practices Act**

To maintain a private cause of action under SCUTPA, a plaintiff must establish: "(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.

As noted in its motion to dismiss, Plaintiff bases his SCUTPA claim on two practices. First, Plaintiff challenges "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." (Third Am. Compl. ¶ 92.) The Limited Warranty states, however, that it is Plaintiff's responsibility to transport the Tractor to a dealer for repairs. (Ex. 2, "Owner's Obligation.")

Plaintiff also bases his SCUTPA claim on allegations that AGCO disseminates the form retail instalment contract to its dealers that allows *dealers* to charge "administration fees" in varying amounts. (Third Am. Compl. ¶¶ 93-94.) AGCO is not the dealer, however, and Plaintiff does not allege that it is. Further, as shown on the face of the Retail Instalment Contract, the

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

administration fee is described plainly: "Administration Fee: Byer 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." (Retail Instalment Contract, attached as Exhibit 3.)

**3. Conversion**

"Conversion 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 Cty.*, 387 S.C. 147, 158, 691 S.E.2d 473, 479 (S.C. 2010) (citing *Moore v. Weinberg*, 383 S.C. 583, 589, 681 S.E.2d 875, 879 (S.C. 2009)). "Conversion may arise by some illegal use or misuse, or by illegal detention of another's chattel." *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 498, 392 S.E.2d 789, 792 (S.C. 1990).

According to the Amended Complaint, the Plaintiff authorized AGCO to pick up the Tractor to perform repairs on April 28, 2021. (Third Am. Compl. ¶ 100-101.) Plaintiff alleges that AGCO lost the Tractor shortly thereafter (*see* Third Am. Compl. ¶ 102), but Plaintiff misconstrues the interrogatory responses it cited in the allegation.

To the contrary, AGCO's representative, Jacob Willis, communicated with Plaintiff on or about October 29, 2021, regarding the completion of repairs to the tractor by Powell Tractor Inc., and that the tractor was ready to be delivered to Plaintiff. According to Mr. Willis, Plaintiff said he did not want the tractor and was pursuing legal action. In addition, AGCO has confirmed that the tractor is currently and has been in the possession of Powell Tractor Inc., in Westminster, South Carolina. The affidavits of AGCO representatives Jacob Willis and Phillip Conner in support of these facts will be filed in supplement to this response. Based on these facts, AGCO will show its

possession of the tractor was authorized and that it has not exercised ownership or exclusion over the tractor as to Plaintiff.

**4. Negligent Bailment**

The negligent bailment claim was added when the Third Amended Complaint was introduced to this action. Plaintiff's claim is based on allegations that "AGCO, as the recipient of the Plaintiff's tractor, undertook the obligation to exercise reasonable care in the storage and safekeeping of Plaintiff's property, and to redeliver it upon completion of the repairs." (Third Am. Compl. ¶ 111.) Further, Plaintiff alleges "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." (*Id.* ¶ 112.) As described above in the context of the conversion claim, AGCO will show that it has been and is aware of the location of the tractor, which is in Westminster, South Carolina.

**5. Civil Conspiracy**

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).

Based on the Third Amended Complaint, Plaintiff alleges the conspiracy was 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." (Third Am. Complt. ¶ 117.) Specifically, Plaintiff alleges "[t]hese



ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

adhesion contracts required consumers to pay bonus 'administration fees,' the sole purpose of which was to generate additional revenue for Defendants." (*Id.* ¶ 118.)

First, though a deposition of Plaintiff would elucidate whether Plaintiff had meaningful choice in entering the contract to purchase the tractor, an adhesion contract is not per se unconscionable. *See Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 541, 542 S.E.2d 360, 365 (2001). "The distinction between a contract of adhesion and unconscionability is worth emphasizing: adhesive contracts are not unconscionable in and of themselves so long as the terms are even-handed." *Damico v. Lennar Carolinas, LLC*, 437 S.C. 596, 614, 879 S.E.2d 746, 756 (2022), *reh'g denied* (Nov. 17, 2022), *cert. denied* (June 5, 2023), *cert. denied*, 143 S. Ct. 2581 (2023). Further, "[a] determination of whether a contract is unconscionable depends upon all the facts and circumstances of the case." *S.C. Farm Bureau Mut. Ins. Co. v. Kennedy*, 398 S.C. 604, 614, 730 S.E.2d 862, 867 (2012) (citation omitted).

The contract at issue in Plaintiff's Conspiracy claim is the Retail Instalment Contract. (Attached as Exhibit 3.) AGCO is not a party to this contract, which is expressly noted on the face of this contract. Additionally, as noted above in the context of the UTPA claim, the Retail Instalment Contract discloses the Administration Fee on its face, including who are the recipients of the fee: "Administration Fee: Byer 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." (Retail Instalment Contract (emphasis added).) As noted above, this fee and its beneficiaries are identified plainly on the agreement. The Seller is identified as Nance Tractor & Implement, Inc., and the assignee is identified as AGCO Finance LLC. (*Id.*) The two parties that shared and benefitted from any Administration Fee were Nance Tractor and AGCO Finance, both of whom have settled and been dismissed from this case.

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Based on the face of this agreement and on further evidence to be shown at trial, AGCO did not combine or agree with anyone to commit an unlawful act or a lawful act by unlawful means, and AGCO did not commit any overt act in furtherance of the agreement.

**6. Set off**

"A non-settling defendant is entitled to credit for the amount paid by another defendant who settles for the same cause of action." *Rutland v. S.C. Dep't of Transp.*, 400 S.C. 209, 216, 734 S.E.2d 142, 145 (2012). Allowing setoff "prevents an injured person from obtaining a double recovery for the damage he sustained, for it is almost universally held that there can be only one satisfaction for an injury or wrong." *Id.* at 216, 734 S.E.2d at 145 (citation and internal quotations omitted). Plaintiff has settled his claims against Nance Tractor and AGCO Finance, and both parties are dismissed from this action. Plaintiff has objected to providing information about the settlements until the trial. Based on the fact of the settlements, as evidenced by the dismissal of these parties, AGCO would present evidence of a meritorious affirmative defense of set off.

Accordingly, based on the evidence and law described above, and on additional evidence to be obtained through depositions and remaining discovery, AGCO has meritorious defenses to each of Plaintiff's claims. Further, in its motion to dismiss and prior answer (along with its September 12, 2023 answer), AGCO has identified and described evidence and facts that support its defenses that it performed under the limited warranty, did not engage in unfair or deceptive trade practices, was authorized to take the tractor, and has other defenses to damages and various facts that will be proven at trial. Further, if any damages were awarded, based on Plaintiff's prior settlement with the other two defendants, AGCO would be able to prove it is entitled to a set off. AGCO thus has demonstrated its meritorious defenses to Plaintiff's claims.

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

**D. Plaintiff will not be prejudiced by allowing relief from the entry of default, and thus *Wham*'s fourth factor is met.**

As to the degree of prejudice to Plaintiff, for several reasons, Plaintiff will suffer no prejudice from allowing relief from entry of default. AGCO filed its answer before Plaintiff had taken any action regarding the timing of AGCO's answer, and Plaintiff did not act until *after* the answer was filed. In addition, no events in the case were scheduled during the three business days between the deadline to answer and when the answer was filed. Further, throughout this action, AGCO has either answered or defended itself to all of the facts and claims in the Third Amended Complaint, so Plaintiff has not been delayed or prevented from preparing its case and is not prejudiced. "[D]elay in and of itself does not constitute prejudice to the opposing party," and "no cognizable prejudice inheres in requiring a plaintiff *to prove* a defendant's liability, a burden every plaintiff assumes in every civil action filed in every federal court." *Colleton Preparatory Academy, Inc. v. Hoover Univ., Inc.*, 616 F.3d 413, 418-19 (4th Cir. 2010) (citation omitted and emphasis in original).

## CONCLUSION

Based on the totality of the circumstances, AGCO has demonstrated good cause for relief from entry of default and denial of Plaintiff's motion for default judgment. AGCO has either answered or defended against all four complaints filed in this action, including the Third Amended Complaint. AGCO has explained that the late answer is due to the mistake, inadvertence, and excusable neglect of its counsel. AGCO acted promptly and filed its answer only six rule-days after the deadline and only three business days. Plaintiff acted regarding default only after AGCO filed its answer. Plaintiff cannot show that it has been prejudiced in any way.

As requested in its motion for extension or relief from entry of default, AGCO respectfully requests the Court grant nunc pro tunc AGCO's request for an extension of AGCO's time to answer

and to strike the affidavit of default and motion for default judgment as moot. In the alternative, AGCO seeks relief from the entry of default pursuant to Rule 55(c) because good cause exists and the interests of justice would be served by relieving AGCO from default. AGCO requests that the Court deny Plaintiff's motion for default judgment.

AGCO's opposition is based on the facts and law described herein along with any additional, supplemental, amended, or other briefing, materials, or affidavits submitted to the Court, including during a hearing.

**NELSON MULLINS RILEY & SCARBOROUGH LLP**

By:/s/ Carmen H. Thomas
Carmen H. Thomas
SC Bar No. 76012
E-Mail: carmen.thomas@nelsonmullins.com
1320 Main Street
Meridian Building, 17th Floor
Columbia, SC 29201
(803) 799-2000

Cory Patterson
South Carolina Bar 101652
cory.patterson@nelsonmullins.com

*Attorneys for AGCO Corporation*

Columbia, South Carolina

October 11, 2023



ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

# Exhibit 1

# (Affidavit and Supplemental Affidavit of Carmen Harper Thomas)

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF YORK | ) | CASE NO. 2021-CP-46-01792 |
| Eswin Aguilar, | ) | |
| Plaintiff, | ) | |
| v. | ) | **AFFIDAVIT OF CARMEN HARPER THOMAS** |
| AGCO Corp. | ) | |
| Defendant. | ) | |

The undersigned, being duly sworn and under penalty of perjury, attests as follows:

1. I am Carmen Harper Thomas and am a partner with Nelson Mullins Riley & Scarborough LLP. I held that position at all times mentioned in this affidavit.

2. I have personal knowledge of the processes in place for attending to incoming filings and the supervision of administrative staff, including particularly at the time of receipt of the August 17, 2023 order denying AGCO Corp's ("AGCO") motion to dismiss Plaintiff's third amended complaint.

3. I am familiar with the business records of Nelson Mullins Riley & Scarborough LLP, kept in the ordinary course of its business, including business records related to *Aguilar v. AGCO Corp.*, the above-captioned matter. I have reviewed records created at or near the time of the events described in this affidavit.

4. I have represented AGCO in this matter since my appearance on November 14, 2022. Before I appeared, my partner Cory Patterson was the only Nelson Mullins lawyer appearing for AGCO for the period from January 12, 2022, to my appearance in November 2022. Mr. Patterson appeared initially on August 23, 2021. Previously, Mr. Patterson had appeared along with Andrew Connor, who withdrew on January 12, 2022, when he started his own law firm.

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

5. The firm's client, AGCO, timely retained our firm in 2021 to take all actions necessary to properly and timely defend this action. AGCO properly expected us to calendar and respond to filings within the appropriate time, and our representation of them contemplated as much.

6. Our firm knew it was our responsibility to properly calendar and respond to any deadlines, and it was always our intention to properly determine the due date for all pleadings and meet that due date.

7. In this matter, Plaintiff had previously filed three other complaints. For each prior complaint, our firm's processes and docketing system properly calendared the deadline for a response and timely answered or responded to the complaint. Thus, it was always our intention to timely respond to all deadlines in this matter, and until this event, we had done so.

8. Our firm takes this responsibility seriously. We have developed processes with the assistance of consultants and internal reviews and have committed extensive resources to create a redundant calendaring system so that deadlines are met. We spend considerable time training assistants on the system and these procedures to ensure compliance, which reinforces our conviction that our system is appropriate and robust in meeting these deadlines.

9. The established process that our firm sets, which I typically follow, and that is used throughout the firm for handling filings is that my administrative assistant would be included in the state court filing system records to receive the Notices of Electronic Filing ("NEF"). When an NEF is received, it goes to both myself and my assistant. Most state court filings are not typically available immediately when the NEF is received because they must be accepted by the clerk. Once a filing is accepted by the clerk of court, my assistant would download and circulate the filing to our internal distribution list for a particular matter. Typically, I rely on this established process to

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

receive an electronic filing. My assistant and I will communicate about whether a date needs to be docketed based on the filing. Additional procedures are in place for other circumstances:

a. If my assistant is out of the office, I am assigned another assistant for that time period. That person typically is not receiving the NEFs unless they also support another lawyer who also is on the case and are that lawyer's secondary contact in the state court filing system. If that person is not receiving the NEFs, I will forward the NEF to that person so it can be saved and docketed if needed.

b. If multiple lawyers are on a matter and have different administrative support staff, the administrative assistants are trained and expected to communicate to determine who will save and docket the filing.

10. Based on the firm's records, Mr. Patterson had an assistant who retired in December 2022. During the search for her placement, two administrative assistants were assigned to assist Mr. Patterson. A new assistant was hired who would support Mr. Patterson, and she started in February 2023 and began supporting Mr. Patterson on March 2, 2023. She left the firm in May 2023. From May 2023 to August 2023, Mr. Patterson was assigned an interim assistant until a new assistant was hired who would be assigned to him and others. During that time, the interim assistant supported other South Carolina lawyers who practice in state court.

11. Another new assistant was hired who would support Mr. Patterson, and she started at the firm on August 7, 2023. She was in training for three days and started her work directly with Mr. Patterson on Thursday, August 10, 2023. Beginning August 10th, the interim assistant began the process of transitioning her work for Mr. Patterson to the new assistant.

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

12. Mr. Patterson argued AGCO's motion to dismiss on August 15, 2023. The next day, Mr. Patterson emailed our internal distribution list that a proposed order would be forthcoming. That email included his interim assistant and my assistant.

13. According to the York County Public Index for this case, the proposed order was submitted to the Court at 11:56 am on August 17, 2023, and the order was entered later that same day, with the notification of entry transmitted at 3:40 pm. The NEFs for these events were received at the firm by myself and Mr. Patterson, and my assistant and his interim assistant.

14. On and between August 17th and August 18th, Mr. Patterson's interim assistant was in the process of transitioning and changing the state court filing system processes from herself to the new assistant. The next day, the secondary contact person for Mr. Patterson was changed in the state court system to the new assistant, and Mr. Patterson's new assistant has been receiving NEFs since August 18, 2023.

15. Based on Mr. Patterson's participation in the hearing and his post-hearing communication about the forthcoming proposed order that included his interim assistant, I expected he would review the proposed order and the subsequent order from the court and that he or his interim assistant thus would download and docket the court's order. My assistant and I were not aware that on in the period of the filing of the August 17th order, Mr. Patterson had a new assistant who was in the process of transitioning to his state court filing processes.

16. The typical process for receiving and docketing a filing was in transition on the day of and day after receiving the August 17, 2023 order.

17. Pursuant to the August 17, 2023 order, the answer was due at the earliest on September 6, 2023, and on September 11, 2023, with the rule-provided five mailing day period counted without weekends or holidays. Our intention was always to timely file this answer on or

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

before its due date. That deadline was not docketed, however, due to the unique circumstances of the transition to the new assistant. Only due to this lapse in docketing the deadline was the deadline missed. It was never our intention or AGCO's intention to miss the answer deadline but instead was always our intention to meet the deadline.

18. We identified on September 12, 2023, that we had not downloaded the August 17th order and docketed a deadline to respond. We filed AGCO's answer that same day, only six or only one day after the due date.

19. No events, such as depositions or discovery deadlines, were scheduled to occur for this case in the time period from August 17, 2023 to September 12, 2023, when the answer was filed.

20. I called and emailed Mr. Studemeyer on September 12, 2023, and did not get a response from him to either of those communications. Having received no response but immediately after receiving the NEF of the September 15, 2023 opposition to AGCO's motion for extension, I called Mr. Studemeyer again and spoke to his receptionist. She checked to see if he was available to talk, and she returned to the call to tell me he was not. I left a message with her to ask him to call me about this case and left my phone number. I then emailed him, still before being able to download the filing. The first time he communicated with me since AGCO answered was on Monday, September 18, 2023, when he responded to my email that he could not grant the request and there was nothing more to discuss unless AGCO wanted to discuss settlement. These emails are attached to the amended motion.

21. The statements made in this affidavit are based upon my personal knowledge and the business records described above, and I believe these statements to be true and accurate. If I

learn additional information after executing this affidavit, I reserve the right to supplement or amend this affidavit.

FURTHER AFFIANT SAYETH NOT

Executed this 19th day of September, 2023

Carmen Harper Thomas

Sworn to and subscribed before me

This 19th day of September 2023.

Jessica Trautman

Notary Public for South Carolina
My Commission Expires 6/1/2028

ELECTRONICALLY FILED - 2023 Oct 1 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE COURT OF COMMON PLEAS |
| | ) | |
| COUNTY OF YORK | ) | CASE NO. 2021-CP-46-01792 |
| | ) | |
| Eswin Aguilar, | ) | |
| | ) | |
| Plaintiff, | ) | |
| | ) | |
| v. | ) | **SUPPLEMENTAL AFFIDAVIT OF CARMEN HARPER THOMAS** |
| | ) | |
| AGCO Corp. | ) | |
| | ) | |
| Defendant. | ) | |
| | ) | |

The undersigned, being duly sworn and under penalty of perjury, attests as follows:

1. I am Carmen Harper Thomas and am a partner with Nelson Mullins Riley & Scarborough LLP. I held that position at all times mentioned in this affidavit.

2. I have personal knowledge of the processes in place for attending to incoming filings and the supervision of administrative staff, including particularly at the time of receipt of the August 17, 2023 order denying AGCO Corp's ("AGCO") motion to dismiss Plaintiff's third amended complaint.

3. I am familiar with the business records of Nelson Mullins Riley & Scarborough LLP, kept in the ordinary course of its business, including business records related to *Aguilar v. AGCO Corp.*, the above-captioned matter. I have reviewed records created at or near the time of the events described in this affidavit.

4. On September 19, 2023, I submitted an affidavit regarding the circumstances of the timing of AGCO Corp.'s answer to Plaintiff's Third Amended Complaint. In paragraph 20 of that affidavit, I erroneously typed 12 instead of 13 for the first date, which should have been September 13, 2023. Thus, the first sentence of paragraph 20 should say that I called and emailed Mr.

Studemeyer on September 13, 2023, and did not get a response to him to either of those communications.

5. I checked my phone's call log and confirmed that I called the Studemeyer Law Firm at 5:52 pm on September 13, 2023. I also called the Studemeyer Law Firm at 4:39 pm on September 15, 2023.

6. The statements made in this affidavit are based upon my personal knowledge and the business records described above, and I believe these statements to be true and accurate. If I learn additional information after executing this affidavit, I reserve the right to supplement or amend this affidavit.

FURTHER AFFIANT SAYETH NOT

Executed this 11 day of October, 2023

Carmen Harper Thomas

Sworn to and subscribed before me

This 11th day of October 2023.

Jessica Trautman

Notary Public for South Carolina
My Commission Expires 6/1/2028

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

# Exhibit 2

# (AGCO Limited Warranty)

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

# AGCO LIMITED WARRANTY TERMS AND CONDITIONS - UNITED STATES, CANADA, AND MEXICO
# EFFECTIVE FOR EQUIPMENT RETAILED AND DELIVERED AFTER JANUARY 1, 2019

**WHAT IS WARRANTED** AGCO Corporation warrants its new equipment to be free of defects in material and workmanship at time of delivery to the first retail purchaser, renter, or lessee. These terms apply to all brands of new equipment originally marketed in the United States, Canada and to Challenger® branded equipment only originally marketed in Mexico.

| | | | |
|---|---|---|---|
| **APPLICATION** | ALL EQUIPMENT, EXCEPT FOR NEW LEADER | TWELVE (12) MONTHS | |
| | MAJOR DRIVETRAIN COMPONENTS[1] | ADDITIONAL TWELVE (12) MONTHS OR TOTAL MACHINE USAGE OF TWO THOUSAND (2000) HOURS, WHICHEVER COMES FIRST | |
| | NEW LEADER SPINNER SPREADER | TWENTY-FOUR (24) MONTHS | |
| | #3 PINTLE CHAIN CONVEYOR | THIRTY-SIX (36) MONTHS | |
| **TRACTORS** | ALL TRACK TRACTORS[3,14], AGRICULTURAL WHEELED TRACTORS[2], EXCEPT FENDT® | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 2, 3, 14 |
| | 1500, 1600, 4600M, 4700 AND STA SERIES POWERTRAIN[4], EXCEPT 1526 AND ZT TRACTORS | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 4 |
| | 1526, 1700, 1700E, GC1700, 2600H AND 2700E SERIES | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 1 |
| | ALL FENDT® TRACTORS[2] | THIRTY-SIX (36) MONTHS OR THREE THOUSAND (3000) HOURS WHICHEVER COMES FIRST | |
| | ARTICULATED AGRICULTURAL TRACTORS (MT900) AND ARTICULATED SCRAPER TRACTORS (MTS900) | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | |
| | ALL AGRICULTURAL TRACTORS IN A NON-AG APPLICATION[2] | TWELVE (12) MONTHS OR ONE THOUSAND (1000) HOURS | 2 |
| **IMPLEMENTS** | ALL LOADERS, IMPLEMENTS[5], ATTACHMENTS, 3 POINT MOUNTED ROTARY CUTTERS[6], MOWER DECKS, FINISHING MOWERS[7] | TWELVE (12) MONTHS | 5, 6 |
| | ALL SUNFLOWER TILLAGE TOOLS, ATTACHMENTS, DUMPWAGONS, DRILLS | TWELVE (12) MONTHS PARTS AND LABOR INCLUDING HIGH WEAR ITEMS[8] | 8 |
| | SUNFLOWER TILLAGE TOOLS | ADDITIONAL TWENTY-FOUR (24) MONTHS PARTS ONLY | |
| | PLANTERS[9], SPREADERS[10], TENDERS | TWELVE (12) MONTHS | 9, |
| **HAY EQUIPMENT** | ALL HAY EQUIPMENT, SELF-PROPELLED WINDROWERS, AUGER, ROTARY[15], DRAPER HEADERS, EXCEPT ROUND BALERS | TWELVE (12) MONTHS | 1 |
| | ROUND BALERS | TWENTY-FOUR (24) MONTHS | |
| **HARVEST** | COMBINES, CORNHEAD, DRAPER, FLEX, PICKUP, RIGID | TWENTY-FOUR (24) MONTHS | |
| **ENGINE WARRANTY** | ALL ENGINES[11] EXCEPT CATERPILLAR AND CUMMINS ENGINES | TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST | 1 |
| | CATERPILLAR AND CUMMINS ENGINES | COVERAGE PROVIDED BY MANUFACTURER | |
| | FUEL INJECTION EQUIPMENT, STARTERS, TURBO CHARGER | COVERAGE PROVIDED BY MANUFACTURER EXCEPT WHEN AGCO WARRANTY EXCEEDS MANUFACTURER WARRANTY | |
| **SERVICE PARTS** | NEW OR REMAN GENUINE AGCO PARTS[12] | TWELVE (12) MONTHS OR REMAINDER OF MACHINE WARRANTY, WHICHEVER IS LONGER | 1 |

**FOOTNOTES**

| | |
|---|---|
| 1 | Application equipment, major drive train components, is warranted for two (2) years or two-thousand (2000) hours, whichever comes first. This warranty shall include transmission, drive axle, wheel motor, hydrostatic pump, differential, chain cases, and front wheel assist hydraulic pump. Allison transmissions are warranted by the manufacturer. |
| 2 | MTS800 Series (Special Application) version and all agricultural tractors being used in a non-agricultural application, such as but not limited to a towed scraper with construction style hitch, receive twelve (12) months or one thousand (1000) hours, whichever comes first. |
| 3 | MT700 and MT800 series track tractors carry a rubber track warranty for a period of twenty-four (24) months for scraper version and non-agricultural application and forty-eight 48) months for agricultural application.<br>This is a pro-rated warranty that covers defects in material and workmanship with allowance calculated as to the percent of grouser wear height at failure. |
| 4 | In addition to standard warranty, the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, 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 2000 hours, whichever comes first. |
| 5 | Warranty periods for 3 point mounted rotary cutters and finishing mowers sold for commercial use are limited to ninety (90) day from delivery date to the first retail purchaser, renter, or lessee, replacement cost only. |
| 6 | Gearbox warranty on rotary cutters extends for five (5) years pro-rated parts only. |
| 7 | Flex wing finishing mowers are warranted for thirty-six (36) months. |
| 8 | High wear items are disc blades, light kits, points, sweeps, standards and supports, coulter mounts, coulter hub assemblies, reels, NH3 knives, harrow teeth and tines, stubble treaders, and wheel spokes. |
| 9 | For planters - structural components (backbones, rock shafts, and main frames) carry an additional twelve (12) months from original purchase. |
| 10 | To original purchaser only, 3700 Series spreaders - the galvanized sides shall not rust through for a period of ten (10) years from delivery date when such spreaders are subjected to normal operations. The FRP floor and end gate material of said spreaders are warranted to not rot through for a period of ten (10) years from delivery date. The gear box, conveyor chains, and conveyor bars shall remain useable for a period of two (2) years from delivery date. |
| 11 | Base engine arrangement components are only warranted if installed by AGCO and not the manufacturer. |
| 12 | Within 6 months from the date of initial sale of over-the-counter service parts, AGCO will pay reasonable, related replacement labor expenses only if both the original defective part and the replacement part are installed by an authorized AGCO dealer. Certain service parts that are supplied to AGCO by third party vendors may carry different warranty terms and conditions that are administered directly by the vendor. For details, see your Dealer. |
| 13 | In addition to standard warranty, the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, any defective engine, transmission, drive axle casting, and/or components enclosed within these castings for an additional (36) month period provided the tractor has not been used for more than 2000 hours, whichever comes first. |
| 14 | For new MT700 and MT800 series track tractors retailed on or after 5/1/2014 the reaction arm E-bearing housing and Duo-cone seal group is warranted for an additional (36) month period provided the tractor has not been used for more than 5000 hours, whichever comes first. |
| 15 | Rotary Disc Heads include a parts only 3 year (36 months)"RazorGuard" cutterbar warranty covering: cutterbar module casting, idler bearing & idler gears, gear spindles & assembly, spindle bearings, and seals. |

*NOTE: Implements or attachments sold as a package may carry a different warranty than the primary unit.*

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE #2021CV01792

**EMISSIONS WARRANTY**

Designated units have emissions warranty on specific components; refer to your Operators Manual for details.

**EQUIPMENT RENTAL / DEMONSTRATOR**

Equipment used as rentals or demonstrators will receive a reduced warranty term based on accumulated hours at the time of retail.

**EXCEPTIONS FROM THIS WARRANTY**

- **Audio Components** - The audio systems originally installed on your new equipment are warranted by their respective manufacturers and not by AGCO.
- **Alternators** - Alternators must be repaired by an authorized repair station, if repair can be obtained locally. When repair service cannot be obtained locally, components obtained from the AGCO Parts Division must be installed and warranty submitted to AGCO Warranty Department for reimbursement.
- **Freight Charges** - This warranty does not cover freight charges.
- **Improvements, Changes, or Discontinuance** - AGCO reserves the right to make changes and improvements in design or changes in specifications at any time to any product without incurring any obligations to owners of products previously sold.
- **Original Equipment Battery Warranty**
  - Model year 2011 and prior track tractors, scraper tractors, and articulated tractors: All warrantable battery failures are covered by and processed in compliance with Caterpillar battery warranty. The Caterpillar Dealer provides warranty service by pro-rata warranty adjustment based on the Caterpillar battery. AGCO does not provide warranty coverage for these batteries.
  - Model year 2012 and later track tractors, scraper tractors, articulated tractors and all other equipment: Notwithstanding any other provision hereof, equipment batteries are warranted by an authorized AGCO dealer for full replacement for the first three (3) months or as required by State and/or Provincial law, and on a fully pro-rated replacement cost basis from date of delivery but not to exceed twenty-four (24) months total.
- **Replacement Batteries**
  - Replacement batteries are warranted, through your authorized AGCO dealer for full replacement for the first three (3) months or as required by State and/or Provincial law, and on a fully pro-rated replacement cost basis from date of delivery but not to exceed twenty-four (24) months total.
- **Repairs and Maintenance Not Covered Under Warranty** - This warranty does not cover conditions resulting from misuse, natural calamities, use of non-AGCO parts, negligence, alteration, accident, use of unapproved attachments, usage which is contrary to the intended purposes, or conditions caused by failure to perform required maintenance. Replacement of Wear or Maintenance items (unless defective) such as but not limited to, filters, wiper blades, fuses, brake linings, clutch friction disc, coolants, hoses, belts, lubricants, refrigerant, light bulbs, window glass, injections nozzles, wheel alignment, brake and clutch adjustment, tightening of nuts, belts, bolts, and fittings, service tune-up, headlight alignment, computer parameter adjustments and general adjustments which may from time to time be required are not covered.
- **Rubber Tire Warranty** - Rubber tires are warranted directly by the respective manufacturer only and not by AGCO.
- **Rubber Track Warranty** - The warranty period is twenty-four (24) months for All Track Tractors, or forty-eight (48) months for exclusively used Agricultural Application Tractors starting from the date of delivery to the first user. This pro-rated track warranty covers defects in material and/or workmanship with allowance calculated as to the percent of grouser wear height at failure. Beyond the AGCO Base Warranty Period (24 months or 2000 hours, whichever comes first), labor and related charges to replace a track covered by this pro-rated warranty will remain the customer's responsibility.
- **Satellite Outages** - Interruptions in satellite interfaces and satellite communications are outside the control of this product and are not covered by this warranty. The company is not responsible for issues or degradation of system performance resulting from such interruptions in satellite interfaces and satellite communications where the issues are not related to defects in this product.

**OWNER'S OBLIGATION**

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. This Warranty does NOT cover rental of replacement equipment during the repair period, damage to products which have been declared a total loss and subsequently salvaged, overtime labor charges, freight charges for replacement parts, or special handling requirements (such as, but not limited to, the use of cranes).

**EXCLUSIVE EFFECT OF WARRANTY AND LIMITATION OF LIABILITY**

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE OR OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED. The remedies of the Owner set forth herein are exclusive. The Company neither assumes nor authorizes any person to assume for it any other obligation or liability in connection with the sale of covered machines. Correction of defects, in the manner and for applicable period of time provided above, shall constitute fulfillment of all responsibilities of AGCO to the Owner, and AGCO shall not be liable for negligence under contract or in any manner with respect to such machines. IN NO EVENT SHALL THE OWNER BE ENTITLED TO RECOVER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO, LOSS OF CROPS, LOSS OF PROFITS OR REVENUE, OTHER COMMERCIAL LOSSES, INCONVENIENCE OR COST OF RENTAL OR REPLACEMENT EQUIPMENT.

Some States or Provinces do not permit limitations or exclusions of implied warranties or incidental or consequential damages, so the limitations or exclusions in this warranty may not apply.

"AGCO" AS REFERRED TO HEREIN WITH RESPECT TO SALES IN:

CANADA:
AGCO Canada, LTD.
Box 4706, 515 Dewdeney Avenue
Regina, Saskatchewan S4P 3Y3

UNITED STATES:
AGCO Corporation
4205 River Green Parkway
Duluth, Georgia 30096-2568

**New Equipment Warranty** - Equipment is eligible for warranty service only if it qualifies under the provisions of the New Equipment Warranty. The selling dealer will deliver the Warranty to the original retail purchaser at the time of sale, and the dealer will register the sale and Warranty with AGCO.

**Subsequent Owners** - This Warranty covers the first retail purchaser and all subsequent owners of the equipment during the specified warranty period. Should the AGCO Dealer sell this equipment to a subsequent owner, the Dealer must deliver the warranty document to the subsequent owner so the subsequent owner can register ownership with AGCO and obtain the remaining warranty benefits, if available, with no intermission in the Warranty Period. Subsequent Owner Procedure will apply. It is the responsibility of the subsequent owner to transport the equipment 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. This Warranty does NOT cover charges for rental or replacement equipment during the repair period, products which have been declared a total loss and subsequently salvaged, overtime labor charges, freight charges for replacement parts, or units sold at auction.

**Warranty Service** - To be covered by Warranty, service must be performed by an authorized AGCO Dealer. It is recommended that you obtain warranty service from the Dealer who sold you the equipment because of that Dealer's continued interest in you as a valued customer. In the event this is not possible, warranty service may be performed by any other authorized AGCO Dealer in the United States, Canada, or Mexico. It is the responsibility of the Owner to transport the equipment 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.

**Maintenance Service** - The Owner's Manual furnished to you with the equipment at the time of delivery contains important maintenance and service information. You must read the manual carefully and follow all the maintenance and service recommendations. Doing so will result in greater satisfaction with your equipment and help avoid service and warranty problems. Please remember that failures due to improper maintenance of your equipment are not covered by warranty.

**Maintenance Inspections** - To insure the continued best performance from your agricultural equipment, we recommend that you arrange to make your equipment available to your AGCO Dealer for a maintenance inspection 30 days prior to warranty expiration.

Extended Service Coverage is available for purchase. See your Dealer for details.



ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CV01792

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

# Exhibit 3

# (Aguilar Retail Instalment Contract)

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

1-500465 Lseng 1.0

AGCO Finance LLC ("Assignee") Commitment Number: 5044210

| BUYER | | SELLER | |
|---|---|---|---|
| CONTRACT NUMBER | | DEALER CODE | 000078.0100 |
| NAME | EDWIN 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<br>P.O. Box 9263<br>Des Moines, IA 50306-9263 |
| Number of Payments | Amount of Each Payment | | First Payment Date | | |
| 36 | $ 1,588.16 | | 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 | MLC4084J5235016 | TRACTOR,CABIN | 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 re 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: Edwin Ariel Aguilar Pineda | Seller's Name: NANCE TRACTOR & IMPLEMENT INC |
| Signature: Edwin Ariel Aguilar Pineda | Signature |
| Print Name | Print Name / Title |

Page 1 of 2

AF AGCO (Fmt) (09/15)

ELECTRONICALLY FILED - 2023 Oct 12 5:47 PM - YORK - COMMON PLEAS - CASE#2021CP4601732

## 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 thereto; (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 seizure or levy. 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 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 subservicer, 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 a service charge of 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 to 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 relating thereto 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 such/an 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 contracts 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 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 reflected in the Analysis of Sale has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 79-6000283320-8.

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/all 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 despite directions, 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 $4.00, 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 execution original of this 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 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 the Contract.



ELECTRONICALLY FILED - 2023 Oct 12 5:40 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

## 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

HANCE 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

AP 5000 (09/15)

Page 3 of 3

ELECTRONICALLY FILED - 2023 Oct 12 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

# Exhibit 4

# (Repair Records)

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

# MAINTENANCE WORK ORDER

**NANCE TRACTOR & IMPLEMENT**

450 Church St.

McConnells, SC 29726

(803) 684-5161



| CLIENT NAME | ESWIN AGUILAR | ORDER DATE | ORDER NUMBER |
|---|---|---|---|
| CLIENT PHONE | (803) 238-9063 | 11/5/2019 | WM03665 |
| WORK LOCATION | SHOP LOCATION | | |

| | |
|---|---|
| SERVICE TYPE | Warranty, No Charge |
| WORK DESCRIPTION | Replaced broken gear in transmission housing. |
| ADDITIONAL NOTES | Service is covered under Powertrain Warranty |

| LABOR DESCRIPTION | AMOUNT |
|---|---|
| REPLACED BROKEN GEAR IN TRANSMISSION | N/C |
| LABOR TOTAL | N/C |

| MATERIAL DESCRIPTION | QUANTITY | AMOUNT |
|---|---|---|
| 1440477X1 – RETAINING RING | 1 | N/C |
| 3011516X1 – BALL BEARING | 1 | N/C |
| 3011690X1 – OIL SEAL | 1 | N/C |
| 3014218X1 – HEX HEAD BOLT | 5 | N/C |
| 4302670M1 – COUNTERSUNK SCREW | 12 | N/C |
| 4309604M2 – GEAR-Z = 75 | 2 | N/C |
| 1442085X1 – BALL | 3 | N/C |
| 3009853X1 – TAPER BEARING | 1 | N/C |
| 4309789M1 – SHAFT-L = 2 | 2 | N/C |
| MATERIAL TOTAL | | N/C |

| WORK ORDER COMPILED BY | BRITTANY HINSON |
|---|---|

| | |
|---|---|
| SUBTOTAL | N/C |
| TOTAL TAX | N/C |
| TOTAL | N/C |

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792



AGCO 00032

# MAINTENANCE WORK ORDER

**NANCE TRACTOR & IMPLEMENT**

450 Church St.

McConnells, SC 29726

(803) 684-5161

| | | | |
|---|---|---|---|
| **CLIENT NAME** | ESWIN AGUILAR | **ORDER DATE** | **ORDER NUMBER** |
| **CLIENT PHONE** | (803) 238-9063 | 9/28/2020 | WM04279 |
| **WORK LOCATION** | SHOP LOCATION | | |

| | |
|---|---|
| **SERVICE TYPE** | Warranty, No Charge |
| **WORK DESCRIPTION** | Replaced broken shaft in transmission, software update, replaced fuel gauge |
| **ADDITIONAL NOTES** | Service is covered under Powertrain Warranty |

| LABOR DESCRIPTION | AMOUNT |
|---|---|
| REPLACED BROKEN PARTS IN TRANSMISSION, UPDATE, GAUGE | N/C |
| **LABOR TOTAL** | N/C |

| MATERIAL DESCRIPTION | QUANTITY | AMOUNT |
|---|---|---|
| 3016383X91 – TAPER BEARING | 1 | N/C |
| 4306180M1 – SEGMENT | 2 | N/C |
| ACP0039340 – COMPOUND-GA | 3 | N/C |
| 4309605M1 – GEAR | 1 | N/C |
| 4309229M1 – FILTER ELEMENT | 1 | N/C |
| 79037109 – OIL | 60 | N/C |
| 4358760M91 – SYNCH | 1 | N/C |
| 4387039M1 – FUEL GAUGE | 1 | N/C |
| 4361934M1 – GEAR-Z = 75 | 1 | N/C |
| 4310774M1 – LOCKING SPRING | 3 | N/C |
| 366434X1 – ORING | 1 | N/C |
| 4358744M1 – SHAFT | 1 | N/C |
| **MATERIAL TOTAL** | | N/C |

| | |
|---|---|
| **WORK ORDER COMPILED BY** | **BRITTANY HINSON** |

| | |
|---|---|
| **SUBTOTAL** | N/C |
| **TOTAL TAX** | N/C |
| **TOTAL** | N/C |

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792



AGCO 00033

# MAINTENANCE WORK ORDER



**NANCE TRACTOR & IMPLEMENT**

450 Church St.

McConnells, SC 29726

(803) 684-5161

| CLIENT NAME | ESWIN AGUILAR | ORDER DATE | ORDER NUMBER |
|---|---|---|---|
| CLIENT PHONE | (803) 238-9063 | 10/15/2020 | WM04561 |
| WORK LOCATION | SHOP LOCATION | | |

| | |
|---|---|
| SERVICE TYPE | Warranty, No Charge |
| WORK DESCRIPTION | Fixed 4WD issue and replaced bleeder screw |
| ADDITIONAL NOTES | Service is covered under Powertrain Warranty |

| LABOR DESCRIPTION | AMOUNT |
|---|---|
| FIXED 4WD ISSUE, REPLACED BLEED SCREW | N/C |
| LABOR TOTAL | N/C |

| MATERIAL DESCRIPTION | QUANTITY | AMOUNT |
|---|---|---|
| V837079627 – BLEED SCREW | 1 | N/C |
| V837079628 – ORING | 1 | N/C |
| ACW0336560 – SLEEVE | 1 | N/C |
| 3796350M1 – SEGMENT | 1 | N/C |
| HAULING IN/OUT | 1 | N/C |
| MATERIAL TOTAL | | N/C |

| WORK ORDER COMPILED BY | BRITTANY HINSON |
|---|---|

| | |
|---|---|
| SUBTOTAL | N/C |
| TOTAL TAX | N/C |
| TOTAL | N/C |

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

# MAINTENANCE WORK ORDER

**NANCE TRACTOR & IMPLEMENT**

450 Church St.

McConnells, SC 29726

(803) 684-5161



| CLIENT NAME | ESWIN AGUILAR | ORDER DATE | ORDER NUMBER |
|---|---|---|---|
| CLIENT PHONE | (803) 238-9063 | 1/8/2021 | WM04649 |
| WORK LOCATION | MET AT CUSTOMER LOCATION, FIXED AT SHOP LOCATION | | |

| | |
|---|---|
| SERVICE TYPE | Warranty, No Charge |
| WORK DESCRIPTION | Replaced hydraulic pump, flushed hydraulic system |
| ADDITIONAL NOTES | Service is covered under Powertrain Warranty |

| LABOR DESCRIPTION | AMOUNT |
|---|---|
| REPLACED HYDRAULIC PUMP, FLUSHED HYD SYSTEM | N/C |
| LABOR TOTAL | N/C |

| MATERIAL DESCRIPTION | QUANTITY | AMOUNT |
|---|---|---|
| 339322X1 – EXTERNAL RETAINING RING | 1 | N/C |
| 339437X1 – INTERNAL RETAINING RING | 1 | N/C |
| 339481X1 – ROLLER BEARNING | 1 | N/C |
| 4360266M2 – HYDRAULIC PUMP-2 | 1 | N/C |
| 4309646M1 – STRAINER | 1 | N/C |
| 4310438M2 – INDUCTIVE SENSOR | 1 | N/C |
| FREIGHT CHARGES | 1 | N/C |
| MATERIAL TOTAL | | N/C |

| WORK ORDER COMPILED BY | BRITTANY HINSON |
|---|---|

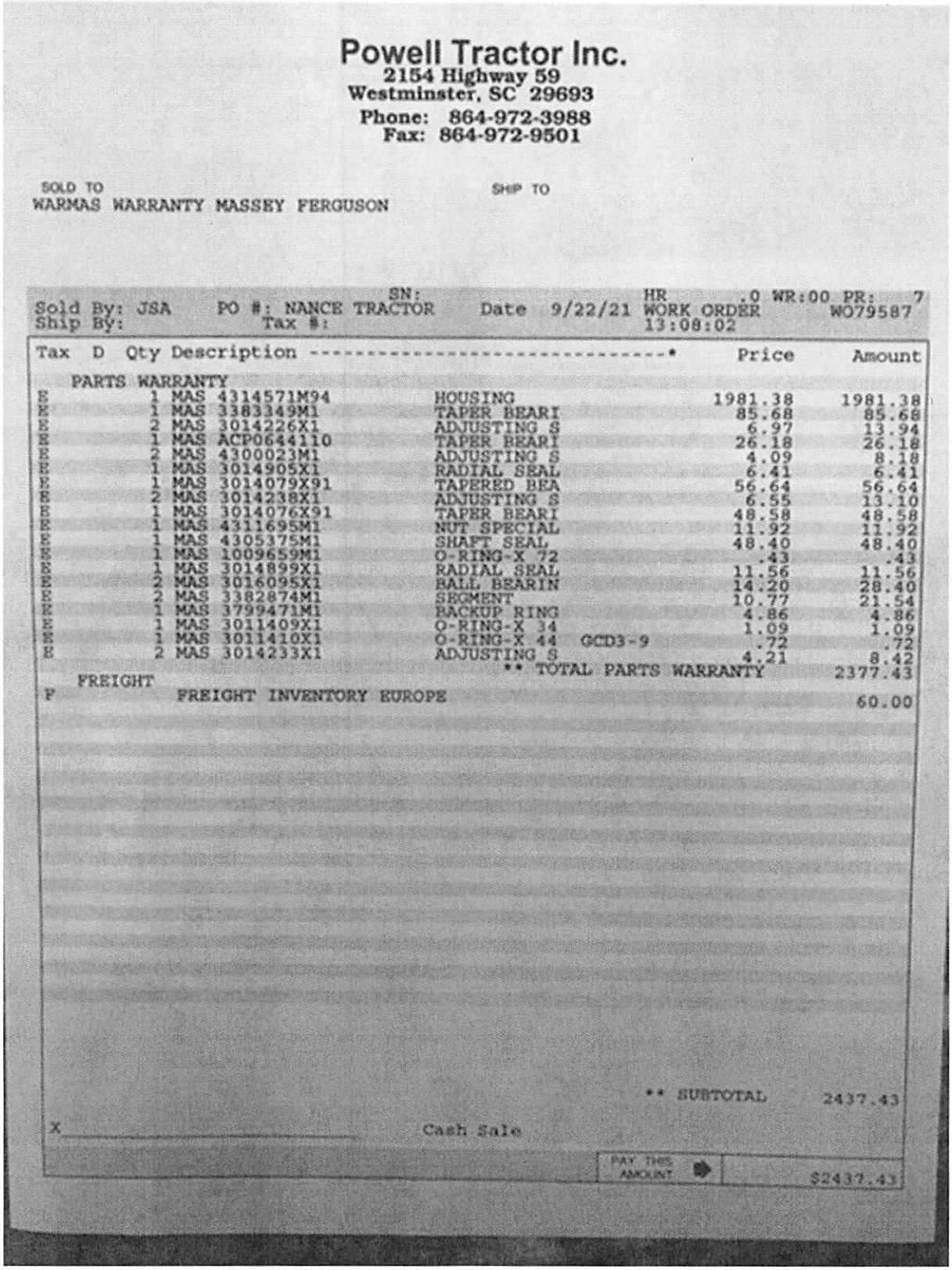
| | |
|---|---|
| SUBTOTAL | N/C |
| TOTAL TAX | N/C |
| TOTAL | N/C |

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792



AGCO 00035

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792



# Powell Tractor Inc.

2154 Highway 59
Westminster, SC 29693
Phone: 864-972-3988
Fax: 864-972-9501

SOLD TO
WARMAS WARRANTY MASSEY FERGUSON

SHIP TO

SN: HR .0 WR:00 PR: 7
Sold By: JSA PO #: NANCE TRACTOR Date 9/22/21 WORK ORDER WO79587
Ship By: Tax #: 13:08:02

| Tax | D | Qty | Description | | Price | Amount |
|---|---|---|---|---|---|---|
| PARTS WARRANTY | | | | | | |
| E | | 1 | MAS 4314571M94 | HOUSING | 1981.38 | 1981.38 |
| E | | 1 | MAS 3383349M1 | TAPER BEARI | 85.68 | 85.68 |
| E | | 2 | MAS 3014226X1 | ADJUSTING S | 6.97 | 13.94 |
| E | | 1 | MAS ACP0644110 | TAPER BEARI | 26.18 | 26.18 |
| E | | 2 | MAS 4300023M1 | ADJUSTING S | 4.09 | 8.18 |
| E | | 1 | MAS 3014905X1 | RADIAL SEAL | 6.41 | 6.41 |
| E | | 1 | MAS 3014079X91 | TAPERED BEA | 56.64 | 56.64 |
| E | | 2 | MAS 3014238X1 | ADJUSTING S | 6.55 | 13.10 |
| E | | 1 | MAS 3014076X91 | TAPER BEARI | 48.58 | 48.58 |
| E | | 1 | MAS 4311695M1 | NUT SPECIAL | 11.92 | 11.92 |
| E | | 1 | MAS 4305375M1 | SHAFT SEAL | 48.40 | 48.40 |
| E | | 1 | MAS 1009659M1 | O-RING-X 72 | .43 | .43 |
| E | | 1 | MAS 3014899X1 | RADIAL SEAL | 11.56 | 11.56 |
| E | | 2 | MAS 3016095X1 | BALL BEARIN | 14.20 | 28.40 |
| E | | 2 | MAS 3382874M1 | SEGMENT | 10.77 | 21.54 |
| E | | 1 | MAS 3799471M1 | BACKUP RING | 4.86 | 4.86 |
| E | | 1 | MAS 3011409X1 | O-RING-X 34 | 1.09 | 1.09 |
| E | | 1 | MAS 3011410X1 | O-RING-X 44 GCD3-9 | .72 | .72 |
| E | | 2 | MAS 3014233X1 | ADJUSTING S | 4.21 | 8.42 |
| | | | | ** TOTAL PARTS WARRANTY | | 2377.43 |
| FREIGHT | | | | | | |
| F | | | FREIGHT INVENTORY EUROPE | | | 60.00 |

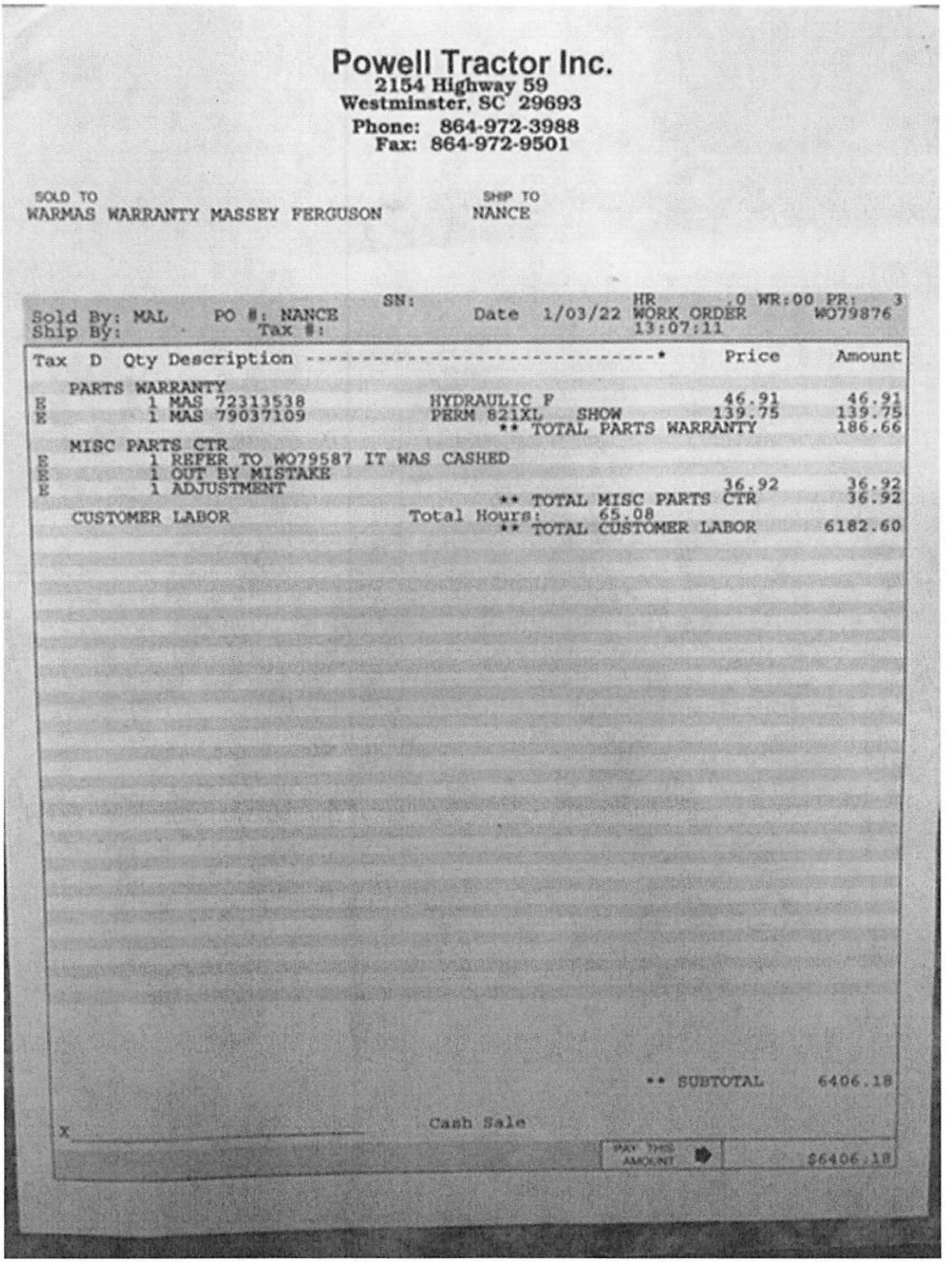
** SUBTOTAL 2437.43

X _____ Cash Sale

PAY THIS AMOUNT $2437.43

AGCO00042

ELECTRONICALLY FILED - 2023 Oct 11 5:17 PM - YORK - COMMON PLEAS - CASE#2021CP4601792



**Powell Tractor Inc.**
2154 Highway 59
Westminster, SC 29693
Phone: 864-972-3988
Fax: 864-972-9501

SOLD TO
WARMAS WARRANTY MASSEY FERGUSON

SHIP TO
NANCE

Sold By: MAL PO #: NANCE SN: Date 1/03/22 HR .0 WR:00 PR: 3
Ship By: Tax #: WORK ORDER 13:07:11 WO79876

| Tax | D | Qty | Description | | Price | Amount |
|---|---|---|---|---|---|---|
| | | | PARTS WARRANTY | | | |
| E | | 1 | MAS 72313538 | HYDRAULIC F | 46.91 | 46.91 |
| E | | 1 | MAS 79037109 | PERM 821XL SHOW | 139.75 | 139.75 |
| | | | | ** TOTAL PARTS WARRANTY | | 186.66 |
| | | | MISC PARTS CTR | | | |
| E | | 1 | REFER TO WO79587 IT WAS CASHED | | | |
| E | | 1 | OUT BY MISTAKE | | | |
| E | | 1 | ADJUSTMENT | | 36.92 | 36.92 |
| | | | | ** TOTAL MISC PARTS CTR | | 36.92 |
| | | | CUSTOMER LABOR | Total Hours: 65.08 | | |
| | | | | ** TOTAL CUSTOMER LABOR | | 6182.60 |

** SUBTOTAL 6406.18

X _____ Cash Sale

PAY THIS AMOUNT $6406.18

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

| | | |
|---|---|---|
| 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, | ) | **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND MEMORANDUM IN SUPPORT** |
| | ) | |
| v. | ) | |
| | ) | |
| AGCO Corp., | ) | |
| | ) | |
| Defendant. | ) | |
| | ) | |

**TO: CARMEN H. THOMAS, ESQ., JAKE CARROLL, ESQ., AND CORY B. PATTERSON, ESQ., ATTORNEYS FOR DEFENDANT AGCO CORP.**

PLEASE TAKE NOTICE that the Plaintiff, through his undersigned attorneys, will move before the presiding judge of the Court of Common Pleas for the Sixteenth Judicial Circuit, on the tenth ($10^{th}$) day after service hereof, or at such other time and place as is convenient to the Court, that the Plaintiff be granted summary judgment pursuant to Rule 56, SCRCP. The basis for this motion is set forth below.

## INTRODUCTION

This action was initially brought against AGCO Corp. ("AGCO"), AGCO Finance, LLC ("AGCO Finance"), and Nance Tractor and Implement, Inc. ("Nance"). Nance and AGCO Finance were dismissed from this action via consent orders in 2022 and 2023, respectively.

The Plaintiff owns a 42-acre tract in Ridgeway, South Carolina. On or about April 24, 2019, the Plaintiff purchased a 2019 Massey Ferguson MF4707 tractor (the "Tractor"), which was manufactured and distributed by AGCO, from Nance for $51, 200.00, which was financed

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

by AGCO Finance. AGCO designs, manufactures, and distributes agricultural equipment under multiple brands, including Massey Ferguson.[1]

The Plaintiff alleges that the terms of the retail installment contract ("RISC") presented to him at the time of purchase violated the South Carolina Unfair Trade Practices Act. The Plaintiff alleges that AGCO conspired with its authorized dealers and AGCO Finance[2] to distribute these adhesion contracts containing unconscionable terms with the intention to mislead, deceive, and oppress consumers.

The Plaintiff alleges that AGCO further violated the South Carolina Fair Practices of Farm, Construction, Industrial, and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers, and Dealers Act. The Plaintiff alleges that AGCO broadly engaged in unfair methods of competition and unfair and deceptive acts or practices declared unlawful by S.C. Code Ann. § 39-6-50, including: allowing its authorized dealers and AGCO Finance—a joint venture of AGCO and Rabobank[3]—to charge administrative fees and hidden add-on fees as an additional revenue stream; retrieving the Plaintiff's Tractor on April 28, 2021, without providing any sort of explanation as to its intentions for no less than six months; and by refusing to provide a refund or replace the Plaintiff's plainly defective Tractor after two years of constant mechanical failure.

The Plaintiff alleges that AGCO breached the terms of the express "AGCO LIMITED WARRANTY" (the "warranty") which accompanied the purchase of the Tractor because AGCO failed to repair the Tractor, which continued to break down throughout the two-year warranty

[1] AGCO manufactures, designs, and sells other tractor brands, including Challenger, Fendt, and Valtra. AGCO also offers other agricultural equipment for sale, such as combine harvesters, implements, spreaders, etc. under other brands such as AP, Cimbria, Cumberland, Fella, Gleaner, GSI, Sunflower, Tecno, and White Planters. See agcocorp.com/brands.html .

[2] According to AGCO's website (www.agcocorp.com/finance.html), AGCO Finance specializes in providing loan and lease financing to AGCO's retail customers to buy tractors, combine harvesters, and other farm equipment.

[3] *See* (www.agcofinance.com/en/About-us).

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

period, despite the efforts of AGCO mechanics. Finally, the Plaintiff alleges that AGCO committed actionable conversion as well as negligent bailment by failing to account for the whereabouts of the Tractor after April 28, 2021, when AGCO arrived at the Plaintiff's residence unannounced and hauled the Tractor away without any explanation of what would happen next. After waiting for approximately six months, the Plaintiff ordered a Kubota tractor.

## RELEVANT PROCEDURAL HISTORY

The Plaintiff filed this action on June 8, 2021, against Nance, AGCO, and AGCO Finance. The Tractor was purchased from an authorized AGCO dealer, Nance. The Tractor was manufactured and distributed by AGCO and financed by AGCO Finance.

On August 10, 2021, the Plaintiff served an amended complaint, which was substantially the same as the original, save for the addition of several new factual allegations. On September 26, 2022, Nance was dismissed as a party to this action.

On November 17, 2022, the Court granted leave for the Plaintiff to serve a second amended and supplemental complaint. On December 2, 2022, AGCO filed a motion to dismiss the second amended complaint before it was filed on December 4, 2022. There were new factual allegations based on the receipt of AGCO's first discovery responses and causes of action for conversion and civil conspiracy.

On March 10, 2023, with leave of the Court, the Plaintiff served a third amended complaint containing an additional cause of action against AGCO for negligent bailment. AGCO subsequently moved to dismiss the third amended complaint on March 24, 2023. AGCO Finance was dismissed a party on May 9, 2023.

The Court denied AGCO's motion to dismiss in its entirety on August 17, 2023. AGCO subsequently filed a late answer on September 12, 2023. On September 13, 2023, the Plaintiff

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

moved for a default judgment. AGCO responded by filing a motion to enlarge the time to respond to the third amended complaint and to strike the affidavit of default pursuant to Rule 55(c), SCRCP. On September 19, 2023, AGCO filed an amended and supplemental motion.

On October 10, 2023, the Plaintiff filed a memorandum in opposition, arguing, *inter alia*, that AGCO had failed to offer a satisfactory explanation for the default, and that the good cause standard under Wham had not been met because AGCO had offered no meritorious defense other than to refer to the arguments raised in its unsuccessful motion to dismiss.

Specifically, the Plaintiff raised the issue that AGCO had never supplemented its answers to the Plaintiff's first set of interrogatories—inquiring as to where the Tractor had been taken on April 28, 2021; the repairs performed on the Tractor since April 28, 2021; and the present location of the Tractor.[4] The answers, served on October 13, 2021 and incorporated into the Third Amended Complaint as Exhibit C, stated that AGCO did not know where the Tractor was taken on April 28, 2021; AGCO had no knowledge of what repairs had been performed on the Tractor; and that AGCO was unaware of where the Tractor was being held. The answers all referred to an ongoing "investigation" and stated that the answers would be supplemented when the investigation was complete.

On October 11, 2023, AGCO filed a response. The response focused extensively on proving the existence of a meritorious defense, relying upon exhibits which included supplemental discovery production, as well as the affidavits of AGCO employees Jacob Willis and Phillip Conner. With respect to the negligent bailment claim, AGCO suddenly pivoted that "it has been and is aware of the location of the tractor, which is in Westminster, South

[4] Plaintiff's First Set of Interrogatories, # 26 – 28

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Carolina."[5] The parties appeared before the Honorable William A. McKinnon on October 16, 2023, for a motions hearing. This Court denied the Plaintiff's motion for default judgment and granted AGCO's motion for relief from the entry of default pursuant to Rule 55(c), SCRCP.

On February 20, 2024, the Plaintiff served a fourth amended complaint containing an additional cause of action under the Fair Practices of Farm, Construction, Industrial, and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers, and Dealers Act, S.C. Code Ann. § 39-6-10, et seq. AGCO filed an answer to the fourth amended complaint on February 20, 2024.

After nearly three years of discovery, AGCO is reportedly still "without knowledge or information sufficient to form a belief as to the truth"[6] of many of the Plaintiff's allegations—including where the Plaintiff resides, the type of Massey-Ferguson equipment the Plaintiff purchased from Nance, or the contents of the operator's manual it admittedly drafted and distributed.

## STATEMENT OF UNDISPUTED FACTS

1. AGCO is a foreign corporation organized and existing under the laws of Delaware and authorized to do business in the State of South Carolina. (Fourth Amended Complaint ¶ 2; Answer to Fourth Amended Complaint ¶ 2).
2. AGCO is engaged in the business of designing, manufacturing, and distributing farming equipment under various brands, including Massey-Ferguson. (Fourth Amended Complaint ¶ 6; Answer to Fourth Amended Complaint ¶ 6).
3. AGCO has no office or place of business in the State of South Carolina. (AGCO's responses to Plaintiff's Second Requests to Admit, # 2).

[5] Defendant AGCO Corp.'s Response in Opposition to Plaintiff's Motion for Default Judgment, p. 13, filed October 11, 2023.
[6] Defendant AGCO Corp.'s Answer to Plaintiff's Fourth Amended Complaint, ¶¶ 1, 7-9, 11-13, 26-28, 30-32, 34-37, 39-43, 45-46, 48-51, 75-78, 101, 114.

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

4. Prior to the Plaintiff's purchase of the Tractor, AGCO advertised Massey-Ferguson branded tractors alongside the marketing slogan "The Last Tractor You'll Ever Need." (AGCO's responses to Plaintiff's Second Requests to Admit, # 1).
5. The Plaintiff needed a large tractor to mow the grass on his 42-acre tract in Ridgeway, as well as to plant and water trees he intended to use in his hardscape and landscape business. (Eswin Aguilar Depo. 13: 6-19; 15: 17-25; 16: 1-3).
6. The Plaintiff considered purchasing a John Deere as well as a Kubota tractor, but ultimately decided on Massey-Ferguson due to his familiarity with the brand and their favorable reputation. (Eswin Aguilar Depo. 14: 14-25; 15: 1-2).
7. The Plaintiff considered Massey-Ferguson to be the "Cadillac" of tractor brands. (Eswin Aguilar Depo. 52: 14-16; 63: 8-10).
8. Nance is an authorized AGCO dealer. (Fourth Amended Complaint ¶ 10; Answer to Fourth Amended Complaint ¶ 10).
9. On April 24, 2019, the Plaintiff visited Nance and executed a "Retail Instalment Contract and Security Agreement" ("RISC") which was to be assigned to AGCO Finance. (Fourth Amended Complaint ¶14; Answer to Fourth Amended Complaint ¶¶ 14).
10. Therein, the Plaintiff agreed to purchase a "new" 2019 Massey Ferguson MF 4707 from Nance for $51,200.00. (Fourth Amended Complaint ¶¶ 11; Answer to Fourth Amended Complaint ¶¶ 11).
11. Pursuant to the RISC, the Plaintiff agreed to pay AGCO Finance 36 monthly installments of $1518.16. (Eswin Aguilar Depo. 20: 21-24).
12. The Plaintiff instead made three large payments in quick succession and satisfied his obligation under the RISC. (Eswin Aguilar Depo. 27: 7-9 and Exhibit 10, 0022).

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

13. The RISC required a signature only on the first page. (Fourth Amended Complaint, ¶ 17; Answer to Fourth Amended Complaint ¶ 17).

14. The Plaintiff neither signed nor initialed any other pages of the RISC. (Eswin Aguilar Depo. 219: 15-24).

15. On the second page of the RISC, buried in fine print, is a disclosure to the effect that machinery described as "new" may not have been manufactured in the current year. (Fourth Amended Complaint ¶ 18; Answer to Fourth Amended Complaint ¶ 18).

16. In fact, production of the Plaintiff's "new" 2019 model year Tractor took place in 2018 in Changzhou, China. (AGCO's responses to Plaintiff's First Requests for Admission, # 1).

17. This came as a surprise to the Plaintiff since there was a stamped metal plate on the Tractor which stated, "AGCO Corporation: Duluth, Georgia." (Eswin Aguilar Depo. 96: 13-24; 141: 5-12; Exhibit 10, 0084).

18. The Plaintiff would not have purchased the Tractor if he knew it had been manufactured in China. (Eswin Aguilar Depo. 100: 4-12).

19. The second page of the RISC contains boilerplate terms and conditions which are largely illegible. (Exhibit A to Answer to Third Amended Complaint).

20. On the second page of the RISC, buried in fine print, is a disclaimer of express and implied warranties. (Fourth Amended Complaint ¶ 19; Answer to Fourth Amended Complaint ¶ 19).

21. On the second page of the RISC, buried in fine print, is a limitation of damages clause purporting to bar the recovery of special, incidental, or consequential damages. (Fourth Amended Complaint ¶ 21; Answer to Fourth Amended Complaint ¶ 21).

22. On the second page of the RISC, buried in fine print, is a waiver of the right to a jury trial. (Fourth Amended Complaint ¶ 23; Answer to Fourth Amended Complaint ¶ 23).

23. The Plaintiff testified that he was unable to read the second page of the RISC at all. (Eswin Aguilar Depo. 186: 1-15; 219: 25; 220: 1-5; 224: 5-21).

24. Nobody at Nance attempted to read the terms on the second page of the RISC to the Plaintiff. (Eswin Aguilar Depo. 220: 6-9).

25. As a result, the Plaintiff had no idea what terms and conditions he had agreed to when he signed the RISC. (Eswin Aguilar Depo. 220: 10-13).

26. Even if someone had read the terms and conditions to the Plaintiff, he would not have understood them because they are in complex, boilerplate language, and he is not an attorney. (Eswin Aguilar Depo. 188: 8-25).

27. The RISC included a $175.00 "administration fee." (Fourth Amended Complaint, ¶ 24; Answer to Fourth Amended Complaint ¶ 24).

28. The RISC itself did not explain the purpose for the fee, except 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." (Fourth Amended Complaint, ¶ 25; Answer to Fourth Amended Complaint ¶ 25).

29. Nobody at Nance told the Plaintiff what the fee was for, but the Plaintiff understood that he had to pay the fee if he wanted to buy the Tractor. (Eswin Aguilar Depo. 219: 3-14).

30. The Plaintiff's purchase of the Tractor was accompanied by an express warranty that the goods were "free from defects in materials and workmanship" and that the Massey Ferguson 4700 series of tractors had powertrain warranty coverage for "TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES



ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

FIRST." (Fourth Amended Complaint, ¶ 84; Answer to Fourth Amended Complaint ¶ 84); (Eswin Aguilar Depo. Exhibit 10, 0026).

31. AGCO's powertrain warranty stated 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 twelve (12) month period provided that the tractor has not been used for more than 2000 hours, whichever comes first." (Fourth Amended Complaint, ¶ 85; Answer to Fourth Amended Complaint ¶ 85); (Eswin Aguilar Depo. Exhibit 10, 0026).

32. The Tractor and the operator's manual were delivered by Nance to the Plaintiff's property in Ridgeway on April 29, 2019. (Eswin Aguilar Depo. 27: 10-14).

33. The Plaintiff began to experience mechanical problems with the Tractor almost immediately. (Eswin Aguilar Depo. 28: 1-4).

34. The Plaintiff would discover that the Tractor was defective with respect to both materials and workmanship. (Eswin Aguilar Depo. 213: 23-25; 214: 1-4).

35. The Plaintiff was able to operate the Tractor for just 355 hours over a two-year period because the Tractor frequently broke down. (Eswin Aguilar Depo. 60: 2-6; 152: 17-23).

36. AGCO attempted to repair the Tractor during the warranty period and replace defective parts, but the Tractor continued to break down. (Eswin Aguilar Depo. 174: 1-23; 177: 4-21); (Fourth Amended Complaint ¶¶ 38, 44, 47, 61; Answer to Fourth Amended Complaint ¶¶ 38, 44, 47, 61).



ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

37. The original warranty period expired, yet the Tractor continued to experience mechanical failure due to poor workmanship and/or defective parts. (Eswin Aguilar Depo. 173: 2-15; 205: 4-14).

38. Ultimately, the warranty was an empty promise, not only because the Tractor never operated reliably, but because neither AGCO nor its authorized dealer could fix it. (Eswin Aguilar Depo. 214: 5-10).

39. On October 9, 2019, the Tractor broke down for the first time. (Eswin Aguilar Depo. 29: 15-23).

40. The Plaintiff called Nance, an AGCO dealer, because he understood that the Tractor was covered by a robust warranty. (Eswin Aguilar Depo. 30: 18-25; 31: 1-25; 32: 1-5).

41. Without knowing the specifics of the warranty, the Plaintiff assumed that if the Tractor was indeed the "last [he would] ever need," any major mechanical failure would be covered for a reasonable amount of time after purchase. (Eswin Aguilar Depo. 62: 1-15).

42. A representative of Nance directed the Plaintiff to instead contact Jacob Willis ("Willis"). (Eswin Aguilar Depo. 48: 1-17; 113: 10-25; 115: 6-17).

43. Willis, an employee of AGCO, offered the Plaintiff a loaner tractor while his Tractor underwent the first round of repairs, which the Plaintiff gladly accepted. (Eswin Aguilar Depo. 49: 12-25; 50: 1-12).

44. A maintenance work order from Nance dated November 5, 2019, confirms that a broken gear in the transmission housing needed to be replaced and the repairs were covered under the manufacturer's warranty. (Fourth Amended Complaint ¶ 38; Answer to Fourth Amended Complaint ¶ 38); (Eswin Aguilar Depo. Exhibit 10, 0026).

45. The Tractor was not returned until January 1, 2020. (Eswin Aguilar Depo. 50: 10-12).

46. On July 20, 2020, the Tractor broke down again. (Eswin Aguilar Depo. 42: 1-18).

47. A maintenance work order dated September 28, 2020, confirms that a broken shaft in the transmission as well as a fuel gauge needed to be replaced, and that Nance was required to perform a "software update," all of which were covered under the manufacturer's warranty. (Fourth Amended Complaint ¶ 44; Answer to Fourth Amended Complaint ¶ 44); (Eswin Aguilar Depo. Exhibit 10, 0032).

48. A maintenance work order dated October 15, 2020, confirms that repairs to the 4-Wheel Drive (4WD) system and the replacement of a "bleeder screw" were covered under the manufacturer's warranty once again. (Fourth Amended Complaint ¶ 47; Answer to Fourth Amended Complaint ¶ 47); (Eswin Aguilar Depo. Exhibit 10, 0059).

49. AGCO dispatched a representative, David Sumner, to the Plaintiff's property shortly after the Tractor was returned on October 20, 2020, to perform a diagnostic inspection. (Fourth Amended Complaint, ¶ 53; Answer to Fourth Amended Complaint, ¶ 53; AGCO's Second Supplemental Responses to Plaintiff's First Set of Interrogatories, # 2).

50. A maintenance work order dated January 8, 2021, confirms that Nance replaced the hydraulic pump and flushed the hydraulic system multiple times, and that the repairs were covered under the warranty as well. (Fourth Amended Complaint ¶ 61; Answer to Fourth Amended Complaint ¶ 61); (Eswin Aguilar Depo. Exhibit 10, 0071).

51. On or about January 12, 2021, AGCO agreed to purchase an extended "enhanced" warranty for the Tractor. (AGCO's responses to Plaintiff's Second Requests to Admit, # 11).



ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

52. On April 22, 2021, the Tractor broke down again, on the first occasion that the Plaintiff attempted to use it after the latest round of warranty repairs. (Eswin Aguilar Depo. 129: 13-26; 130: 1-25; 131: 1-16).

53. Although the Plaintiff contacted Willis with AGCO as previously instructed, no loaner tractor was offered this time. (Eswin Aguilar Depo. 55: 7-12).

54. When the Plaintiff inquired about a loaner tractor, he was informed that none would be provided unless he purchased insurance coverage for the loaner. (Eswin Aguilar Depo. 55: 12-25; 56: 1-3).

55. The Tractor was picked up by AGCO on April 28, 2021. (Eswin Aguilar Depo. 66: 25; 67: 1-8); (AGCO's answers to Plaintiff's Third Set of Interrogatories, # 2).

56. The Plaintiff was unaware of AGCO's plans and was not at home when the Tractor was picked up. (Eswin Aguilar Depo. 200: 12-25; 201: 1-25; 202: 1-18).

57. The Plaintiff was not informed where the Tractor would be taken. (Eswin Aguilar Depo. 92: 17-25; 93: 1-2).

58. For several years, AGCO reportedly "[did] not know where the [Tractor] was taken on April 28, 2021." (AGCO's responses to Plaintiff's First Set of Interrogatories, # 26).

59. For several years, AGCO reportedly "[had] no knowledge as to what repairs [had] or [had not] been performed on the [Tractor]." (AGCO's responses to Plaintiff First Set of Interrogatories, # 27).

60. AGCO never told the Plaintiff where it took the Tractor, and the Plaintiff did not agree to give it away in exchange for nothing. (Eswin Aguilar Depo. 68: 1-11; 139: 3-25; 140: 1; 194: 9-17; 210: 10-25; 211: 1).



ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

61. AGCO has recently asserted that the Tractor was taken to Nance, before being transported to Powell Tractor Inc. ("Powell") in Westminster, South Carolina in July of 2021. (AGCO's Supplemental Responses to Plaintiff's First Set of Interrogatories, # 26).

62. AGCO produced what was purported to be an email sent by a representative, Willis, to the Plaintiff on July 8, 2021 (AGCO 00020) to inform him of the whereabouts of the Tractor and to provide an update. (AGCO Supplemental Responses to Plaintiff's First Set of Interrogatories, # 26); (Eswin Aguilar Depo. 203: 17-25; 204: 1-6; 207: 12-20).

63. AGCO has recently acknowledged that the email (AGCO 00020) was actually sent on *January* 8, 2021, although it denies that it engaged in any bad faith or fraud in previously presenting these emails to rebut the Plaintiff's conversion and negligent bailment claims. (AGCO Responses to Plaintiff's Second Requests to Admit, # 7 – 9).

64. AGCO further admits that it does not possess any records such as maintenance work orders which would prove that the Tractor was ever taken to Nance. (AGCO's responses to Plaintiff's Second Requests to Admit, # 6).

65. In fact, during those years, AGCO reportedly was "not aware of where the Tractor [was] currently being held." (AGCO's responses to Plaintiff's First Set of Interrogatories, # 28).

66. AGCO has since claimed that it advised the Plaintiff on October 29, 2021, that the Tractor was at Powell and had been repaired. (Affidavit of Jacob Willis, ¶ 3).

67. Willis did call the Plaintiff around that time and represent something to the effect that the Tractor was "ready," but since litigation was already ongoing, the Plaintiff told Willis to contact his attorney. (Eswin Aguilar Depo. 83: 1-19).



ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

68. Willis did not tell the Plaintiff where the Tractor was being stored. (Eswin Aguilar Depo. 166: 10-20; 167: 23-25).

69. Even if he had, the Plaintiff no longer trusted Willis or believed anything he said. (Eswin Aguilar Depo. 209: 8-16).

70. However, AGCO has also admitted that there are work orders related to the repair of the Tractor that are dated through January 3, *2022*. (AGCO's responses to Plaintiff's Second Requests to Admit, # 10).

71. As of October 11, 2023, the Tractor was still being stored at Powell Tractor, Inc. in Westminster, South Carolina. (Affidavit of Phillip Conner, ¶ 3).

72. The Plaintiff has no idea where Westminster, South Carolina is located. (Eswin Aguilar Depo. 211: 10-12).

73. The Plaintiff lost faith in AGCO's ability to repair the Tractor long before it was lost. (Eswin Aguilar Depo. 55: 1-6; 177: 10-25; 178: 10-25; 179: 1; 180: 9-15).

74. In other words, the Plaintiff is not convinced that the Tractor has been repaired simply because AGCO says so. (Eswin Aguilar Depo. 209: 17-25; 210: 1-9; 212: 14-19; 216: 19-25; 217: 1-6).

75. The Plaintiff has testified that attempting to trade-in or sell the Tractor would be "immoral" and "wrong" because then his problems would become someone else's. (Eswin Aguilar Depo. 164: 20-25; 165: 1-4; 169: 9-22; 217: 7-11).

76. Knowing what he knows now, the Plaintiff would not purchase the Tractor for any price because he would be buying a "problem." (Eswin Aguilar Depo. 217: 12-25; 218: 1-4).

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

77. When the Plaintiff concluded that the Tractor was a lemon, he asked Willis for a full refund or a new tractor. (Eswin Aguilar Depo. 57: 1-25; 58: 1-5; 130: 1-25; 131: 1-25; 132: 1-25; 133: 1-25).

78. Willis informed the Plaintiff that he would receive neither and that legal action would be futile because AGCO could afford more lawyers than him. (Eswin Aguilar Depo. 57:1-25; 58: 3-21; 134: 1-2).

79. The Plaintiff ultimately had no choice but to purchase a substitute Kubota tractor and file this action. (Eswin Aguilar Depo. 40: 14-25; 135: 19-25; 136: 1-15).

80. The Kubota tractor has not had any mechanical problems. (Eswin Aguilar Depo. 212: 4-13).

**STANDARD FOR SUMMARY JUDGMENT**

Rule 56(c), SCRCP, provides in pertinent part:

> The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admission on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.

The purpose of summary judgment is to expedite the disposition of cases which do not require the services of a fact finder. Stevens and Wilkinson of South Carolina, Inc., v. City of Columbia, 409 S.C. 568, 762 S.E.2d 696 (2014). In determining whether any triable issues of fact exist, the evidence and all the inferences that can be drawn therefrom must be viewed in the light most favorable to the nonmoving party. Legette v. Piggly Wiggly, Inc., 368 S.C. 576, 579, 629 S.E.2d 375, 376 (Ct. App. 2006). However, when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. BPS, Inc. v. Worthy, 362 S.C. 319, 326, 608 S.E.2d 155, 159 (Ct. App. 2005).

"As we now clarify, however, the 'mere scintilla' standard is not the correct standard for

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

decision under Rule 56(c)." Kitchen Planners, LLC v. Friedman, 440 S.C. 456, 460, 892 S.E.2d 297, 300 (2023). In Kitchen Planners, the Supreme Court explained further:

> In most cases applying Rule 56(c), this Court and our court of appeals have applied the "genuine issue of material fact" standard set forth in the Rule, requiring the party opposing the motion show a "reasonable inference" to be drawn from the evidence, and we have rejected the "mere scintilla" standard. 440 S.C. at 460-61, 892 S.E.2d at 300.

Accordingly, despite the Hancock v. Mid-South Management Co., Inc.[7], 381 S.C. 326, 673 S.E.2d 801 (2009) decision and the line of cases which followed, the Supreme Court has since clarified that "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." 440 S.C. at 463, 892 S.E.2d at 301. Instead, the non-moving party must come forward with evidence upon which the jury could reasonably find in their favor.

## ARGUMENT

### 1. BREACH OF EXPRESS WARRANTY

The Plaintiff asserts that AGCO breached the warranty by manufacturing and distributing a Tractor that did not conform to the affirmation of fact that it was free from defects in material and workmanship, and by failing to repair the Tractor during the warranty period as promised. To establish a cause of action for breach of express warranty, the buyer need show only that the goods do not conform to a promise or affirmation of fact made by the seller. Herring v. Home Depot, Inc., 350 S.C. 373, 565 S.E.2d 773 (Ct. App. 2002); See also S.C. Code Ann. § 36-2-313.

Prior to the Plaintiff's purchase of the Tractor, AGCO used the following marketing slogan with respect to Massey-Ferguson tractors: "The Last Tractor You'll Ever Need." (AGCO's responses to Plaintiff's Second Requests to Admit, # 1). Before the events which led

[7] 381 S.C. 326, 673 S.E.2d 801 (2009)

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

to this action being filed, the Plaintiff had a favorable impression of the Massey-Ferguson brand and was familiar with its reputation for quality. (Eswin Aguilar Depo. 14: 14-25; 15: 1-2).

The Plaintiff's purchase of the Tractor was accompanied by AGCO's Limited Warranty. AGCO expressly warranted that its 4700 series of tractors would be "free from defects in material and workmanship" for "TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST." (Fourth Amended Complaint, ¶ 84; Answer to Fourth Amended Complaint, ¶ 84). AGCO further warranted that it would "repair or replace, at its option, without charge for parts or labor, during normal working hours, any defective engine casting, drive axle casting, and/or components enclosed within these castings for an additional (12) month period provided that the tractor had not been used for more than 2000 hours, whichever comes first." (Fourth Amended Complaint, ¶ 85; Answer to Fourth Amended Complaint, ¶ 85).

The Tractor did not conform to the express warranty because it was sold to the Plaintiff in a defective state, and AGCO failed to remedy the defects during the warranty period. In the first fifteen (15) months, the Tractor underwent repairs covered by the warranty on (4) four separate occasions, including replacing faulty parts and repairing defective workmanship. (Fourth Amended Complaint ¶¶ 38, 44, 47, 61; Answer to Fourth Amended Complaint ¶¶ 38, 44, 47, 61); (Eswin Aguilar Depo. Exhibit 10: 0026, 0032, 0059, 0071). These repairs often took several months to complete. (Eswin Aguilar Depo. 42: 14-18; 52: 12-13). The Plaintiff was able to operate the Tractor for just 335 hours before it broke down for the fifth and final time in April of 2021. (Eswin Aguilar Depo. 137: 15-25; 152: 17-23). AGCO simply could not repair the Tractor as promised.

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

A warranty fails of its essential purpose if the seller is unwilling or unable to repair or replace the product or if there is an unreasonable delay in the repair or replacement of the product. 350 S.C. at 378-79, 565 S.E.2d at 776. When AGCO picked up the Tractor on April 28, 2021, the Plaintiff had already lost faith that AGCO was *able* to repair it. (*emphasis added*). (Eswin Aguilar Depo. 91: 6-25; 136: 2-5; 222: 2-7). The Plaintiff demanded that AGCO replace the Tractor or compensate him; AGCO indicated that it was only willing to repair the Tractor. (Eswin Aguilar Depo. 93: 3-21; 131: 15-21; 133: 18-25; 136: 5-7). AGCO picked up the Tractor on or about April 28, 2021; the Plaintiff did not ask where it was going, and AGCO did not volunteer that information, either. (Eswin Aguilar Depo. 67: 3-22; 68: 12-18).

AGCO asserts that the Tractor was taken to Nance, and then to Powell Tractor Inc. (AGCO's Supplemental Responses to Plaintiff's First Set of Interrogatories, # 26). According to AGCO, the repairs took six months to complete. (Affidavit of Jacob Willis, ¶ 3). By then, the Plaintiff had no choice but to order a substitute tractor. (Eswin Aguilar Depo. 40: 14-25; 135: 19-25; 136: 1-15).

The six-month timeframe is the best-case scenario for AGCO—which also requires one to suspend any disbelief and imagine that AGCO "repaired" the Tractor in any traditional sense of the word.[8] On the other hand, AGCO has admitted that there are work orders related to the Tractor from Powell which are dated in January of 2022. (AGCO's responses to Plaintiff's Second Requests to Admit, # 10). As such, repairs may have been undertaken for a period exceeding eight (8) months. In either case, supposing AGCO even repaired the Tractor such that

[8] There appears to be a fundamental dispute in this case over what constitutes "fixing" or "repairing." The Plaintiff has testified that AGCO "failed to fix the tractor because fixing to me is you fix something and it doesn't break down again." AGCO seems to believe that its obligation to "repair" was satisfied by merely attempting to fix something. (Eswin Aguilar Depo. 174: 1-16).

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

it would operate reliably for the first time since it had been distributed into the stream of commerce, the delay was still unreasonable.

AGCO failed to provide the Plaintiff with the benefit of his bargain—a Massey-Ferguson 4700 series tractor free of defects with respect to materials and workmanship for two years or two thousand hours. The Tractor was defective at the time of purchase and throughout the warranty period which commenced immediately upon executing the RISC. What AGCO provided was so riddled with defects that the Plaintiff believed it would be immoral to sell it to anyone else. (Eswin Aguilar Depo. 164: 20-25; 165: 1-4; 169: 9-22; 217: 7-11).

In other words, AGCO, individually and through its authorized dealer, not only failed to provide a Tractor which conformed to the warranted description at the time of sale, but subsequently failed to repair the defects as promised in the warranty. Even if the warrantor attempts many repairs, it has long been the law of this State that a warrantor "does not have an indefinite length of time within which to remedy the defect" and the buyer is not obligated to permit the warrantor to "indefinitely tinker." Cannon v. Pulliam Motor Co., 230 S.C. 131, 138, 94 S.E.2d 397, 400 (1956).

Even in the light most favorable to AGCO, it is liable for breach of an express warranty. The Tractor was operable for just 335 hours over a two-year period, despite being warranted for 2000 hours during that same timeframe. (Eswin Aguilar Depo. 137:15-25; 152: 17-23). AGCO had four opportunities to repair the Tractor. (Fourth Amended Complaint ¶¶ 38, 44, 47, 61; Answer to Fourth Amended Complaint ¶¶ 38, 44, 47, 61). After AGCO picked up the Tractor on April 28, 2021, it was clearly "tinkering," which is not sufficient under South Carolina law.

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

## 2. CONVERSION

The Plaintiff asserts that AGCO converted the Tractor after picking it up on April 28, 2021, and failing to account for its whereabouts until October of 2023, when AGCO desperately conjured up a "meritorious defense" to avoid a default judgment. "Conversion" is the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner's rights. Hawkins v. City of Greenville, 358 S.C. 280, 297, 594 S.E.2d 557, 566 (Ct. App. 2004). Conversion is a wrongful act which emanates by either a wrongful taking or a wrongful detention. Id. 358 S.C. at 297, 594 S.E.2d at 566.

The Plaintiff owned the Tractor outright after making three sizable payments in quick succession to satisfy his obligations under the RISC. (Eswin Aguilar Depo. 27: 7-9 and Exhibit 10, 0022).). The Tractor was picked up by AGCO on April 28, 2021. (AGCO's answers to Plaintiff's Third Set of Interrogatories, # 2). The Plaintiff was not at home when the Tractor was picked up, and he had no idea what AGCO intended to do with it. (Eswin Aguilar Depo. 200: 12-25; 201: 1-25; 202: 1-18). The Plaintiff had previously demanded a refund or a new tractor, but AGCO had informed him that he would receive neither. (Eswin Aguilar Depo. 57: 1-25; 58: 1-5; 130: 1-25; 131: 1-25; 132: 1-25; 133: 1-25).

Until October of 2023, AGCO reportedly "[did] not know where the [Tractor] was taken on April 28, 2021." (AGCO's responses to Plaintiff's First Set of Interrogatories, # 26). Furthermore, AGCO reportedly "[had] no knowledge as to what repairs [had] or [had not] been performed on the [Tractor]." (AGCO's responses to Plaintiff First Set of Interrogatories, # 27). Even though the Plaintiff believed the Tractor was a lemon, he did not agree to give it to AGCO

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

in exchange for nothing. (Eswin Aguilar Depo. 68: 1-11; 139: 3-25; 140: 1; 194: 9-17; 210: 10-25; 211: 1).

AGCO has since claimed that it advised the Plaintiff on October 29, 2021, that the Tractor was at Powell and had been repaired. (Affidavit of Jacob Willis, ¶ 3). The Plaintiff has admitted that Jacob Willis called him and said something to the effect that the Tractor was "ready" around that time but denies that Willis divulged any location to him. (Eswin Aguilar Depo. 166: 10-20; 167: 23-25). Even in the light most favorable to AGCO, the undisputed facts prove that AGCO picked up the Plaintiff's property on April 28, 2021, and failed to provide any further update until October 29, 2021—a period of six months. Accordingly, AGCO is liable for the tort of conversion.

**3. NEGLIGENT BAILMENT**

The Plaintiff asserts that a bailment relationship arose by operation of law once AGCO picked up the Tractor on April 28, 2021, and that AGCO breached the obligation to exercise reasonable care in the storage and safekeeping of the Tractor. "A constructive bailment arises when one person has lawfully acquired possession of another person's personal property, other than by virtue of a bailment contract, and holds it under such circumstances that the law imposes on the recipient of the property the obligation to keep it safely and redeliver it to the owner." Bank of New York v. Sumter County, 387 S.C. 147, 158, 691 S.E.2d 473, 479 (2010).

AGCO picked up the Tractor from the Plaintiff's 42-acre tract in Ridgeway on April 28, 2021. (AGCO's answers to Plaintiff's Third Set of Interrogatories, # 2). Although the Plaintiff had demanded either a refund or a new tractor, AGCO intended only to perform "repairs" on the Tractor. (Eswin Aguilar Depo. 57: 1-25; 58: 1-5; 130: 1-25; 131: 1-25; 132: 1-25; 133: 1-25); (Fourth Amended Complaint ¶ 109; Answer ¶ 109).

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Although AGCO undertook to repair the Tractor, AGCO reportedly "[did] not know where the [Tractor] was taken on April 28, 2021" until October of 2023. (AGCO's responses to Plaintiff's First Set of Interrogatories, # 26). Furthermore, AGCO reportedly "[had] no knowledge as to what repairs [had] or [had not] been performed on the [Tractor]." (AGCO's responses to Plaintiff First Set of Interrogatories, # 27).

AGCO has since claimed that it advised the Plaintiff on October 29, 2021, that the Tractor was at Powell and had been repaired. (Affidavit of Jacob Willis, ¶ 3). The Plaintiff has denied that Willis divulged the Tractor's location to him. (Eswin Aguilar Depo. 166: 10-20; 167: 23-25). However, even in the light most favorable to AGCO, it is undisputed that it picked up the Tractor and failed to account for the status or whereabouts of the same for six months.[9] It is without question that AGCO failed to exercise reasonable care with respect to its duties of storage and safekeeping which arose under operation of law, and that AGCO is liable under the theory of negligent bailment.

**4. CIVIL CONSPIRACY**

The Plaintiff asserts that AGCO, its authorized dealers, and AGCO Finance were engaged in a civil conspiracy to distribute adhesion contracts, the "Retail Instalment Contract and Security Agreement," which was to be assigned exclusively to AGCO Finance, and with the intention to mislead, deceive, and oppress consumers in South Carolina. "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

[9] AGCO previously produced what was purported to be an email sent by Jacob Willis to the Plaintiff on July 8, 2021 (AGCO 00020), informing him of the whereabouts of the Tractor and providing an update. (AGCO Supplemental Responses to Plaintiff's First Set of Interrogatories, # 26); (Eswin Aguilar Depo. 203: 17-25; 204: 1-6; 207: 12-20). However, AGCO has since admitted that the email was sent on *January* 8, 2021, before the Tractor broke down for the final time. (AGCO Responses to Plaintiff's Second Requests to Admit, # 7 – 9).

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

commission of an overt act in furtherance of the agreement; and (4) damages proximately resulting to the Plaintiff." Paradis v. Charleston County School District, 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021).

According to AGCO's website (www.agcocorp.com/finance.html), AGCO Finance specializes in providing loan and lease financing to AGCO's retail customers to buy tractors, combine harvesters, and other farm equipment. AGCO has further stated that AGCO Finance is a joint venture between AGCO and DLL, a global financial solutions provider and subsidiary of Rabobank. (www.agcofinance.com/en/About-us). The RISC signed by the Plaintiff at Nance, an authorized AGCO dealer, was drafted and distributed by AGCO Finance. (Defendant AGCO Corp.'s Responses to Plaintiff's Second Requests to Admit; # 12). Accordingly, there was an agreement of two or more persons, including AGCO.

The RISC is an adhesion contract with unconscionable terms in miniscule, blurry font, designed to mislead and deceive consumers. *See* Exhibit A to Answer to Third Amended Complaint, (Eswin Aguilar Depo. Exhibit 10, 0017-0019). This manner of deception is unlawful under the UTPA and satisfies the second element of the tort of civil conspiracy. *See* S.C. Code Ann. § 39-5-20(a).

There was plainly the commission of an overt act in furtherance of the civil conspiracy. The form was drafted and distributed by AGCO Finance. (Defendant AGCO Corp.'s Responses to Plaintiff's Second Requests to Admit; # 12). The form was distributed to AGCO dealers, including Nance, and thrust upon the Plaintiff. *See* Exhibit A to Answer to Third Amended Complaint; (Fourth Amended Complaint ¶14; Answer to Fourth Amended Complaint ¶¶ 14).

Finally, damages have resulted from the co-conspirators' conduct. The Plaintiff paid a bogus "administration fee" which was collected as additional profit. (Fourth Amended

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Complaint, ¶¶ 24-25; Answer to Fourth Amended Complaint¶¶ 24-25). The Plaintiff was further deceived into waiving his right to a jury trial, the right to relief under the theory of any express or implied warranty, and the right to recover special, incidental, or consequential damages. (Fourth Amended Complaint ¶¶ 19, 21, 23; Answer to Fourth Amended Complaint ¶¶ 19, 21, 23).

Even in the light most favorable to AGCO, it is liable under the theory of civil conspiracy for the harm that arose out of the form drafted by AGCO Finance, a joint venture between AGCO and a financial services provider, and distributed to AGCO's authorized dealers.

**5. SOUTH CAROLINA UNFAIR TRADE PRACTICE ACT**

The Plaintiff asserts that AGCO is liable for violating the South Carolina Unfair Trade Practices Act ("UTPA"), S.C. Code Ann. § 39-5-10, et seq. "To recover in an action under the UTPA, the plaintiff must show: (1) the defendant engaged in an unfair or deceptive act or practice in the conduct of trade or commerce; (2) the unfair or deceptive act affected the public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair acts or practices." Health Promotion Specialists, LLC v. South Carolina Bd. of Dentistry, 403 S.C. 623, 638, 743 S.E.2d 808, 816 (2013).

AGCO has engaged in numerous acts or practices in the conduct of trade or commerce which are unfair and/or deceptive, although it can and has plausibly denied most of those acts or practices for purposes of creating a genuine issue of material fact. However, some of AGCO's unfair and deceptive acts and practices are undeniable, even at this stage.

Namely, AGCO distributed the Operator's Manual that accompanied the purchase of the Tractor. (Defendant AGCO Corp.'s Response to Plaintiff's Second Requests to Admit, # 3). Contained on page 63 of the Operator's Manual was the following language:

> "When selling new products to its dealers, the manufacturer provides a warranty which, subject to certain conditions, guarantees that the goods are free from

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

> defects in material and workmanship. Since this book is published worldwide, it is impossible to detail the exact terms and conditions of warranty that apply to all retail customers in all countries. *Purchasers of new Massey Ferguson equipment must therefore request full details from their supplying dealer." (emphasis added).*

Although AGCO admittedly distributes the Operator's Manual, it claims to be without sufficient knowledge or information to form a belief as to whether page 63 of the Operator's Manual states the above language. (Answer to Fourth Amended Complaint ¶ 75). It only "lacks sufficient knowledge or information" out of willful blindness.

It is a violation of 16 C.F.R. § 702.3 to fail to provide a copy of the limited warranty before or at the time of purchase. By concealing this language on page 63 of the Operator's Manual, and then placing the onus upon consumers to request a copy of the warranty from the dealer, AGCO attempted to conceal a major exclusion in the warranty—if the equipment turns out to be defective, the consumer is responsible for the cost of towing it to the nearest AGCO dealer for repairs. (Eswin Aguilar Depo. Exhibit 10, 0026). As a result, the Plaintiff incurred charges of several hundred dollars each time the Tractor broke down due to defective workmanship or materials, even though the repairs by AGCO were the exclusive remedy under express warranty. *See* Eswin Aguilar Depo. Exhibit 10, 0026: "The remedies of the Owner set forth herein are exclusive." The Operator's Manual itself states that it is distributed worldwide. Therefore, without question, this unfair and deceptive act is capable of repetition and affects the public interest.

A breach of warranty may itself constitute a violation of the UTPA. Haley Nursery CO., Inc. v. Forrest, 298 S.C. 520, 524, 381 S.E.2d 906, 908 (1989); *See also* S.C. Code Ann. § 39-5-160: "The powers and remedies provided by this article shall be cumulative and supplementary

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

to all powers and remedies otherwise provided by law". As described above in the analysis for breach of an express warranty, AGCO has further violated the UTPA by breaching the warranty.

As described above in the analysis for civil conspiracy, AGCO—through a joint venture with Rabobank—has drafted and distributed a RISC containing unconscionable terms in inconspicuous font on the second and third page of the RISC. The Plaintiff, like other consumers, was only required to sign the first page, so that he would be ignorant of the material terms of his purchase. (Fourth Amended Complaint, ¶ 17; Answer to Fourth Amended Complaint ¶ 17); (Eswin Aguilar Depo. 219: 15-24).

This also allowed AGCO's authorized dealers to charge consumers hidden "add on" fees as part of an arbitrary "administration fee," which was purely for profit. *See* Exhibits A - B to Fourth Amended Complaint; (Fourth Amended Complaint ¶¶ 24-26; Answer to Fourth Amended Complaint ¶¶ 24-25). The Plaintiff, and every consumer that purchased an AGCO product on credit since the iteration of this form, has been damaged by this unfair trade practice and the impact upon the public interest is clear.

Finally, as described above in the analysis for conversion, AGCO picked up the Tractor to perform repairs, but subsequently lost the Tractor and could not produce any record of ever performing any repairs. (AGCO's responses to Plaintiff's First Set of Interrogatories, # 26 – 27). AGCO previously produced what was purported to be an email sent by Jacob Willis to the Plaintiff on July 8, 2021 (AGCO 00020), informing him of the whereabouts of the Tractor and providing an update. (AGCO Supplemental Responses to Plaintiff's First Set of Interrogatories, # 26); (Eswin Aguilar Depo. 203: 17-25; 204: 1-6; 207: 12-20).

However, AGCO has since admitted that the email was sent on *January* 8, 2021, before the Tractor broke down for the final time. (AGCO Responses to Plaintiff's Second Requests to

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Admit, # 7 – 9). Only when faced with a default judgment after three years into this litigation did AGCO claim to have records of repairs and to have only failed to communicate with the Plaintiff for just six months after it picked up the Tractor. (AGCO's Supplemental Responses to Plaintiff's First Set of Interrogatories, # 26); (Affidavit of Jacob Willis, ¶ 3). These actions are unfair and deceptive.

The Plaintiff plainly suffered monetary and property loss as a result of AGCO's unfair and deceptive conduct. The Plaintiff paid $51,200.00 for the Tractor, which only operated for 355 hours over a period of two years before AGCO picked it up for the final time on April 28, 2021. (Fourth Amended Complaint ¶ 11; Answer to Fourth Amended Complaint ¶ 11); (Eswin Aguilar Depo. 60: 2-6; 152: 17-23); (AGCO's answers to Plaintiff's Third Set of Interrogatories, # 2). Between the warranty, the marketing campaign, and the price, the Plaintiff believed he had purchased a tractor which would last for the rest of his life. The Plaintiff ultimately had no choice but to order a substitute Kubota tractor, which cost more in 2021 than the Tractor did in 2019. (Eswin Aguilar Depo. 40: 14-25; 135: 19-25; 136: 1-15; 165: 12-25).

### 6. VIOLATION OF THE SOUTH CAROLINA FAIR PRACTICES OF FARM, CONSTRUCTION, INDUSTRIAL, AND OUTDOOR POWER EQUIPMENT MANUFACTURERS, DISTRIBUTORS, WHOLESALERS, AND DEALERS ACT

The Plaintiff asserts that AGCO violated the South Carolina Fair Practices of Farm, Construction, Industrial, and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers, and Dealers Act ("Equipment Dealers Act"). S.C. Code Ann. § 39-6-40 provides that "unfair methods of competition and unfair or deceptive acts or practices are unlawful as provided in Section 39-6-50." An act or practice is "unfair" when it is "offensive to public policy or when it is immoral, unethical, or oppressive." Bessinger v. BI-LO, Inc., 366 S.C. 426, 432,

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

622 S.E.2d 564, 567 (Ct. App. 2005). Our case law instructs that a "deceptive" act is any which tends to deceive. Wright v. Craft, 372 S.C. 1, 26, 640 S.E.2d 486, 500 (Ct. App. 2005).

S.C. Code Ann. § 39-6-50 further provides that "it is a violation for a manufacturer, factory branch, factory representative, distributor, or wholesaler...to engage in an action that is *arbitrary, unconscionable, or in bad faith* and that causes damage to...the public." (*Emphasis added*).

"Arbitrary conduct is readily definable and includes acts which are unreasonable, capricious, or nonrational; not done according to reason or judgment; depending on will alone." Taylor v. Nix, 307 S.C. 551, 555, 416 S.E.2d 619, 621 (1992). Unconscionable conduct is that which "show[s] no regard for conscience; affronting the sense of justice, decency, or reasonableness." *Unconscionable*, Black's Law Dictionary (12th ed. 2024). "Bad faith" has also been defined by our Supreme Court as:

> The opposite of good faith, generally implying or involving actual or constructive fraud, or a design to deceive or mislead another, or a neglect or refusal to fulfill some duty or some contractual obligation, not prompted by an honest mistake as to one's rights or duties, but by some interested or sinister motive. State v. Griffin, 100 S.C. 331, 333, 84 S.E.2d 876, 877 (1916) (quoting Black's Law Dictionary) cited by deBondt v. Carlton Motorcars, Inc., 342 S.C. 254, 536 S.E.2d 399 (Ct. App. 2000).

AGCO engaged in unfair methods of competition and unfair and deceptive acts or practices by, amongst other things: allowing its authorized dealers and AGCO Finance[10] to charge the Plaintiff and other consumers an arbitrary "administration fee" and hidden add-on fees (Exhibits A - B to Fourth Amended Complaint), (Fourth Amended Complaint ¶¶ 24-26; Answer to Fourth Amended Complaint ¶¶ 24-25); picking up the Tractor and tinkering with it for a period of no less than six months and unconscionably neglecting to provide the Plaintiff with any

[10] A joint venture between AGCO and a third-party bank; *See* (www.agcofinance.com/en/About-us).

update (AGCO's Supplemental Responses to Plaintiff's First Set of Interrogatories, # 26), (Affidavit of Jacob Willis, ¶ 3); and refusing the Plaintiff's demand for a refund or replacement Tractor in bad faith after two years of constant mechanical failure which AGCO proved it could not repair ( Eswin Aguilar Depo. 57: 1-25; 58: 1-5; 130: 1-25; 131: 1-25; 132: 1-25; 133: 1-25).

Even in the light most favorable to AGCO, there is no question that it engaged in unfair methods of competition and unfair or deceptive acts or practices as defined by the Equipment Dealers Act in S.C. Code Ann. §§ 39-6-40 and 39-6-50. Participating in a joint venture which drafted and distributed adhesion contracts allowing AGCO to collect nonsensical "administration fees" for profit and allowing dealers to charge hidden add-on fees was, by definition, "arbitrary." Picking up the Tractor on April 28, 2021, and failing to provide any update about where the Tractor had been taken or AGCO's intentions as to the same for over six months was, by definition, "unconscionable." Finally, refusing to refund or replace the Tractor after the expiration of the warranty, when the Tractor was clearly a lemon that would never operate reliably, was, by definition, an act of bad faith.

## CONCLUSION

For the foregoing reasons, this Court should grant the Plaintiff's motion for summary judgment in its entirety and schedule a damages hearing.

Pursuant to Rule 11, SCRCP, there is no duty of consultation on motions for summary judgment, and Plaintiff's counsel certifies that consultation wuld serve no useful purpose.

***Signature appears on the following page.***



ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

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
P.O. Box 1014
Irmo, S.C. 29063
(803) 393-4399
Attorneys for the Plaintiff

Irmo, South Carolina

September 13, 2024

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792



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

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792



APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF
STUDEMEYER LAW FIRM
BY: RYAN G. STUDEMEYER, ESQUIRE
7478 Carlisle Street
Irmo, SC 29063
ryan@studemeyerlawfirm.com

ATTORNEYS FOR THE DEFENDANT
NELSON MULLINS RILEY & SCARBOROUGH
BY: JAKE CARROLL, ESQUIRE
MORGAN SPIRES, ESQUIRE
SETH ELMORE, ESQUIRE
21 17th Street NW, Suite 1700
Atlanta, GA 30363
jake.carroll@nelsonmullins.com

(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

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Page 6

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?

Page 7

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?

Page 8

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.

Page 9

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.

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Page 10

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?

Page 11

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

Page 12

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

Page 13

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

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Page 14

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

Page 15

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

Page 16

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,

Page 17

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

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Page 18

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?

Page 19

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

Page 20

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

Page 21

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?

ELECTRONICALLY FILED - 2024 Sep 13 4:35 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

Page 22

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.

Page 23

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?

Page 24

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

Page 25

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?