THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Case No. 2021-CP-46-01792
Appellate Case No. 2025-001362

Eswin Aguilar, Appellant,

v.

AGCO Corp., Respondent.

SUPPLEMENTAL APPENDIX TO RECORD ON APPEAL

STUDEMEYER LAW FIRM, P.C.

s/ Ryan G. Studemeyer

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	)	FOR THE SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	
	)	Civil Action No.: 2021-CP-46-01792
Eswin Aguilar,	)	
	)	**DEFENDANT AGCO CORP.'S**
Plaintiff,	)	**RESPONSE IN OPPOSITION TO**
	)	**PLAINTIFF'S MOTION TO ALTER OR**
v.	)	**AMEND**
	)	
AGCO Corp.	)	
	)	
Defendant.	)	
	)	

Defendant AGCO Corp. ("AGCO") respectfully submits this Response in Opposition to Plaintiff's Motion to Alter or Amend filed on April 4, 2025, pursuant to Rule 59(e), SCRCP. For the reasons below, the Motion should be denied in its entirety.

I. INTRODUCTION

Plaintiff seeks to revisit issues that have already been fully litigated and ruled upon, asserting—without support—that the Court improperly shifted the burden of proof, adopted inaccurate factual findings, and erred in its legal conclusions. Under South Carolina law, Rule 59(e) is not a vehicle for rearguing matters already decided. Relief is appropriate only to correct a clear error of law or prevent manifest injustice. *See Elam v. SCDOT*, 361 S.C. 9, 21–22, 602 S.E.2d 772, 778–79 (2004). The Court, however, carefully considered the record, including multiple rounds of briefing and oral argument, and correctly applied Rule 56(c), SCRCP. Plaintiff's Motion is nothing more than a disagreement with the outcome and does not identify any manifest error of law or fact warranting alteration or amendment of the Court's Order.

II. THE COURT PROPERLY APPLIED THE BURDEN OF PROOF UNDER RULE 56.

Contrary to Plaintiff's assertions, the Court did not shift the burden of proof. AGCO filed a detailed motion, supported by a Statement of Undisputed Material Facts, deposition excerpts,

warranty records, and correspondence. Once AGCO met its initial burden under Rule 56(c), the burden shifted to Plaintiff to produce evidence showing genuine disputes of material fact. The Court's order reflects this proper sequence.

Plaintiff argues that the Court "admitted at the outset that it was unfamiliar with the case" and improperly placed the burden on Plaintiff to defeat summary judgment. This is plainly refuted by the hearing transcript, which shows that the Court had reviewed the parties' submissions in advance and was prepared to rule based on the law and the record. As the Court stated at the start of the hearing: "Mr. Carroll, let me — I've read the memo. Why don't I just stop you. Let me hear from Mr. [Studemeyer] and I'll give you an extended reply. Would that suit?" (Tr. 7:1-3).

This exchange demonstrates that the Court had already reviewed AGCO's motion and supporting materials, and simply invited Plaintiff to begin his response. That procedural choice is not only common—it is entirely consistent with South Carolina law. Once a movant satisfies its initial burden under Rule 56 by showing the absence of a genuine issue of material fact, the burden shifts to the non-moving party to identify specific facts in dispute. *See Sides v. Greenville Hosp. Sys.*, 362 S.C. 250, 255, 607 S.E.2d 362, 364 (Ct. App. 2004).

The Court did not require Plaintiff to "prove AGCO was not entitled to relief," as Plaintiff now contends. Rather, it asked Plaintiff to address AGCO's well-supported motion—which is the precise function of oral argument on summary judgment. Plaintiff's argument that this constitutes reversible error is unsupported by any case law and directly contradicted by the record.

Plaintiff's rhetorical comparison of summary judgment to a criminal trial requiring proof of innocence is misplaced and legally meritless. The Court properly followed the burden-shifting framework of Rule 56, and Plaintiff's disagreement with the result does not entitle him to Rule 59(e) relief.

III. THE COURT'S FINDINGS WERE SUPPORTED BY THE RECORD.

Plaintiff contends the Court erroneously adopted certain "undisputed" facts that were actually in dispute. This is inaccurate. The Court's factual findings are grounded in the record and supported by Plaintiff's own admissions, deposition testimony, and written discovery responses.

For example, the Court's finding that AGCO "is not a party to, or third-party beneficiary of, the Instalment Contract" is not speculative—it is expressly supported by Plaintiff's pleadings, AGCO's sworn discovery responses, and the face of the contract itself. *See* Order at 2; *see also* Fourth Am. Compl., Ex. A; Fourth Am. Compl., ¶ 24, Ex. B; Answer to Fourth Am. Compl., ¶ 24; Aguilar Dep. 23:1–24:18, 26:19-27:2; AGCO's Resp. to Pl.'s Second Reqs. to Admit, ¶¶ 12, 13; AGCO's Resp. to Pl.'s Third Set of Interrogatories, ¶¶ 1, 4. Plaintiff offers no evidence that AGCO was a third-party beneficiary—only conjecture based on AGCO's joint venture relationship with AGCO Finance, which is legally and factually insufficient. The Court was entitled to reject that theory, and properly did so.

Plaintiff also disputes the Court's finding that he refused return of the Tractor following completion of warranty repairs. Again, the Court's conclusion is firmly supported by multiple citations, including Plaintiff's own deposition, his Fourth Amended Complaint, and the affidavits of AGCO representative Jacob Willis. *See* Order at 3, 5; *see also* Oct. 11, 2023 Aff. of Jacob Willis ¶ 3; Oct. 17, 2024 Aff. of Jacob Willis ¶ 7; Fourth Am. Compl., ¶ 79; Answer to Fourth Am. Compl., ¶ 79; Aguilar Dep. 82:2–83:12, 93:24–94:5, 94:19–95:2, 117:25–118:8, 181:16–17, 138:22–138:3 (Q. "You didn't want the [T]ractor to be fixed and you didn't want the [T]ractor at all, right?" A. "No. I didn't want my [T]ractor at all. I wanted them to replace [] the [T]ractor. I didn't want that [T]ractor."), 211:17–212:3 (Q. "Did Jacob Willis tell you that the [T]ractor was ready to be picked up?" A. "I think he said it was ready—the [T]ractor is ready . . . ."); AGCO's

Resp. to Pl.'s Third Set of Interrogatories, ¶ 3. The record reflects that Plaintiff was told in October 2021 that the Tractor was ready for return. Rather than request delivery or inquire into its condition, Plaintiff—by his own admission—expressed that he did not want the Tractor. That Plaintiff, years later, now claims to have had second thoughts does not create a genuine dispute of material fact. The question is what Plaintiff said and did at the time—he did not ask for the Tractor, he did not attempt to retrieve it, and he did not dispute that AGCO made the repairs.

Plaintiff's effort to discredit these facts by asserting that later repair records extended through January 2022 misstates the legal inquiry. As the Court noted, even if later minor work occurred, the undisputed evidence showed the Tractor was returned to operable condition and ready for delivery by October 2021—months before suit was filed. Ultimately, Plaintiff's objections are not based on new facts or conflicting testimony, but on his disagreement with the outcome. That is not a valid basis to alter or amend the judgment under Rule 59(e).

IV. PLAINTIFF MISSTATES THE LAW ON UNFAIR TRADE PRACTICES.

Plaintiff contends that a breach of warranty—without more—can support a cause of action under the South Carolina Unfair Trade Practices Act (SCUTPA). This argument misstates controlling law and is contrary to both the record and the Court's express findings.

The law is clear that SCUTPA is not a substitute for a breach of warranty action. A mere failure to perform under a contract—even one involving consumer goods—does not give rise to a SCUTPA claim without additional elements such as deception, bad faith, or impact on the public interest. See *Haley Nursery Co. v. Forrest*, 298 S.C. 520, 525, 381 S.E.2d 906, 908 (1989); *Bessinger v. Food Lion, Inc.*, 305 S.C. 10, 406 S.E.2d 381 (1991). In *Haley Nursery*, which Plaintiff heavily relies upon, the Supreme Court upheld a SCUTPA claim only where there was

evidence of misrepresentations repeatedly made to other customers—a public-facing deception that is entirely absent from this case.

Here, Plaintiff presented no evidence of deception, no evidence that AGCO misled him or the public, and no evidence that the alleged warranty breach affected anyone other than himself. His claim is squarely contractual. As the Court correctly concluded, Plaintiff cannot bootstrap a garden-variety breach of warranty into a statutory unfair trade practices claim without satisfying SCUTPA's distinct legal elements—including conduct that is unfair or deceptive and affects the public interest. Plaintiff failed to do so.

V. PLAINTIFF'S ARGUMENTS REGARDING COMMERCIAL USE OF THE TRACTOR ARE UNAVAILING.

Plaintiff argues the Tractor was not purchased solely for commercial use and therefore 16 C.F.R. § 702.3 should apply. But Plaintiff admitted that he intended to use the Tractor to grow trees and operate a landscaping business. The RISC explicitly identifies the equipment as being for "Agricultural and Commercial Use," and the record reflects no indication that the Tractor was purchased for personal or household use. *See* Aguilar Dep. 18: 21–19:15 (Instalment Contract was for "Agricultural and Commercial Use"), 20:18–20. The Court properly found that the federal consumer warranty disclosure regulations did not apply.

VI. CONCLUSION

Plaintiff's Motion does not raise new evidence, identify a manifest error, or show that the Court's ruling resulted in injustice. The Court properly entered summary judgment in AGCO's favor on the claims for conversion, civil conspiracy, SCUTPA, and the S.C. Fair Practices Act. No further reconsideration is warranted. **WHEREFORE**, AGCO respectfully requests that the Court deny Plaintiff's Motion to Alter or Amend in its entirety.

[signature page follows]

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

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Counsel for Defendant AGCO Corp.

Columbia, South Carolina

June 9, 2025

CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, counsel for AGCO Corp., do hereby certify that I have served all counsel with a copy of the pleading(s) below specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Defendant AGCO Corp.'s Response in Opposition to Plaintiff's Motion to Alter or Amend

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Counsel for Plaintiff

/s/ Kelli Diamond Martin
Administrative Assistant

Dated: June 9, 2025

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Defendant AGCO Corp. ("AGCO") respectfully submits this Amended Response in Opposition to Plaintiff's Motion to Alter or Amend filed on April 4, 2025, pursuant to Rule 59(e), SCRCP. For the reasons below, the Motion should be denied in its entirety.[1]

I. INTRODUCTION

Plaintiff seeks to revisit issues that have already been fully litigated and ruled upon, asserting—without support—that the Court improperly shifted the burden of proof, adopted inaccurate factual findings, and erred in its legal conclusions. Under South Carolina law, Rule 59(e) is not a vehicle for rearguing matters already decided. Relief is appropriate only to correct a clear error of law or prevent manifest injustice. *See Elam v. SCDOT*, 361 S.C. 9, 21–22, 602 S.E.2d 772, 778–79 (2004). The Court, however, carefully considered the record, including multiple rounds of briefing and oral argument, and correctly applied Rule 56(c), SCRCP. Plaintiff's Motion is nothing more than a disagreement with the outcome and does not identify any manifest error of law or fact warranting alteration or amendment of the Court's Order.

[1] While preparing for the scheduled hearing, counsel determined that one citation in the prior filing was not properly sourced. This amended version removes that reference; the filing is otherwise unchanged. Counsel apologizes for the oversight.

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Counsel for Defendant AGCO

Columbia, South Carolina

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/s/ Kelli Diamond Martin
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Dated: June 10, 2025