

RECEIVED
Oct 12 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

The Honorable Jane H. Merrill, Circuit Court Judge

Appellate Case No. 2025-002252
Trial Court Case No. 2023-CP-04-01493

T. Cox Builders, LLC,.....Appellant,

v.

Piedmont Vacant Properties, LLC and Watson Engineering, Inc.,.....Respondents.

AFFIDAVIT OF TONY CHRISTOPHER COX

PERSONALLY APPEARED before me Tony Christopher Cox, who, being first duly sworn, deposes and says:

1. I am over eighteen years of age and competent to make this affidavit. I am the owner and sole member of T. Cox Builders, LLC (“T. Cox Builders”), the Appellant, and I am authorized to make this affidavit on its behalf. The facts stated here are within my personal knowledge.

2. I make this counter-affidavit under this Court’s Order of September 11, 2026, in response to the Affidavit of Tom Scott that Respondents filed on August 18, 2026.

3. T. Cox Builders is a licensed residential home builder. It uses construction loans to finance the homes it builds and cannot operate without financing.

4. On September 9, 2025, the circuit court entered judgment against T. Cox Builders and in favor of Respondents in the amount of \$149,939.41. On October 6, 2025, the circuit court denied T. Cox Builders’ motion to reconsider, alter, or amend that judgment.

5. From the day the judgment was entered, I intended for T. Cox Builders to appeal it and advised my counsel of same. I never intended to give up that appeal and I never told anyone that T. Cox Builders would not appeal.

6. In October 2025, T. Cox Builders had a loan transaction pending with its bank so that it could begin its next home. The judgment against T. Cox Builders stood in the way of that loan closing and in the way of T. Cox Builders' ongoing operations. Until the judgment was removed, T. Cox Builders could not start that home or any other project. It was imperative for T. Cox Builders that the loan close.

7. I wanted T. Cox Builders to post a bond and stay the judgment while it appealed, rather than pay it. Between October 7th and 24th my counsel attempted to get a bond in place, but, to my knowledge, Respondents were never receptive. No order staying execution of the judgment was ever entered.

9. Without a stay, the judgment remained enforceable against T. Cox Builders and continued to stand in the way of the loan and in the way of T. Cox Builders' operations. On October 24, 2025, T. Cox Builders paid the judgment through Shipman Miranda Law LLC, the closing attorney handling the loan transaction, in the amount Respondents' counsel quoted: \$152,065.21, which was the judgment plus post-judgment interest.

10. T. Cox Builders paid the judgment under protest so that the company could close its loan and keep working. It did not pay the judgment to settle the case or to end its appeal.

11. Mr. Scott describes Shipman Miranda Law LLC as T. Cox Builders' counsel. It was not. Townes B. Johnson III has been T. Cox Builders' only lawyer in this lawsuit, in the circuit court and in this appeal. Shipman Miranda was the closing attorney for the loan transaction. Its requests for a payoff figure, for the payoff to remain good through October 24, 2025, and for how

soon a satisfaction would be recorded were made for the loan closing, which required the judgment to be satisfied of record. None of them was a statement that T. Cox Builders was giving up its appeal.

12. T. Cox Builders paid the full amount Respondents demanded. It received no discount, no release, and nothing else in return. No one asked T. Cox Builders to agree not to appeal, and T. Cox Builders never made any such agreement, in writing or otherwise.

13. T. Cox Builders did not prepare or sign the Satisfaction of Judgment that Respondents' counsel filed on October 27, 2025.

14. T. Cox Builders filed its Notice of Appeal on November 3, 2025 and has pursued the appeal ever since, including paying \$2,826.25 for the trial transcript.

15. I made no statement to anyone that T. Cox Builders had given up its appeal, and Mr. Scott's affidavit identifies none. I have never communicated with Tom Scott, or with anyone else acting for Respondents, about the payment of the judgment or about whether T. Cox Builders would appeal.

16. If T. Cox Builders prevails on appeal, it intends to seek return of the money it paid on the judgment.

FURTHER AFFIANT SAYETH NOT.



Tony Christopher Cox, individually and as
Member of T. Cox Builders, LLC

SWORN to and subscribed before me
this 12 day of Oct 2026.

 (L.S.)

Notary Public for South Carolina

My Commission Expires: 1/17/27

Submitted by:

TOWNES B. JOHNSON III, LLC

s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar No. 75412)

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Counsel for Appellant T. Cox Builders, LLC

October 12, 2026

Greenville, South Carolina

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PROOF OF SERVICE

I hereby certify that on October 12, 2026 a copy of the Affidavit of Townes B. Johnson III, with Exhibits A and B, and the Affidavit of Tony Christopher Cox has been duly served on Respondents by sending a copy via electronic mail addressed to Respondents' attorneys of record at the addresses set forth below:

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October 12, 2026

Greenville, South Carolina