

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

D&C Builders, Inc.,)
)
) Plaintiff,)

C.A. No.: 2013-CP-23-1833

vs.)

Richard M. Buckley and)
Wells Fargo National Association,)
)
) Defendants;)

FILED IN COURT
2013 JUN 9 AM 9:04
CLERK OF COURT
GREENVILLE SOUTH CAROLINA

**AFFIDAVIT OF
M. STOKELY HOLDER, ESQ.**

Richard M. Buckley,)
)
) Third-Party Plaintiff,)

vs.)

Scott Dodenhoff,)
)
) Third-Party Defendant.)

PERSONALLY APPEARED before me, an officer duly authorized by law to administer oaths, M. Stokely Holder, who after first being duly sworn, states:

1. My name is M. Stokely Holder, and I am competent in all respects to testify regarding the matters set forth herein. I have personal knowledge of the facts stated herein and know them to be true. I give this Affidavit voluntarily in opposition to Plaintiff's Motion to Disqualify.

2. On or about March 19, 2013, attorney Jack Heckman called me and explained to me that he had been contacted by Mr. Richard M. Buckley and his family to

see if Mr. Heckman would represent Mr. Buckley in the above captioned matter. Mr. Heckman explained to me that the Buckleys called him because of a mutual friend he shared with Matt Buckley, Defendant Richard Buckley's son. Mr. Heckman told me that he had explained to the Buckleys that he does not typically handle construction litigation matters but that he would refer them to me because he knew that I did handle these types of matters. Mr. Heckman asked me if I would be interested in representing Mr. Buckley, and I told him that I would be glad to speak with them once I was able to run a conflict check. Not once during my conversation with Mr. Heckman was I made aware by him or the Buckleys of any prior representation by my firm of D&C Builders, Inc.

3. Upon running a standard conflict check in my office, attorney Townes B. Johnson, III, and attorney John T. Crawford, Jr., both of my office, informed me that they had previously represented D&C Builders, Inc. on a mechanic's lien foreclosure matter whereby D&C Builders, Inc. had hired attorney Crawford to file a lien and foreclosure matter on behalf of D&C Builders, Inc. Attorney Johnson explained to me in very general terms that he assisted attorney Crawford with the litigation surrounding the claim and that it was resolved amicably. Attorney Johnson also explained to me that he knew nothing about either the Buckleys or any information regarding the claim that D&C Builders, Inc. had brought against Mr. Buckley, including the underlying project.

4. After speaking with attorney Johnson, I spoke with attorney Crawford regarding the exact same issue. Attorney Crawford did not tell me anything different than what attorney Johnson told me regarding the prior representation of D&C Builders, Inc. Attorney Crawford also explained to me that he knew nothing about either the Buckleys

or any information regarding the claim that D&C Builders, Inc. had brought against Mr. Buckley, including the underlying project.

5. Attorneys Crawford and Johnson told me that neither of them could remember any confidential information that was disclosed by D&C Builders, Inc. during their representation of them.

6. As I understand it, attorney Crawford sought separate, outside legal advice on the same issue from a reputable local attorney. As I understand it, the outside attorney agreed that there was no conflict. As I understand it, attorney Crawford then discussed the matter at length with attorney Brian A. Martin, counsel for D&C Builders, Inc., whereby attorney Crawford explained to attorney Martin that, despite our firm's determination that no conflict exists, our firm would be glad to discuss amending the pleadings at issue to specifically address any concerns of his client so that the efforts of the parties could be directed towards resolving the underlying claims. I was not part of any of the above discussions between attorneys Crawford and Martin.

7. Based on the conclusion reached by our law firm and outside counsel that no conflict of interest exists, I agreed to a consultation with Pamela Buckley, Richard Buckley's daughter-in-law and authorized agent. Prior to discussing anything with any of the Buckylys, I had never met them or spoken to any of them before about anything.

8. Upon first discussing the matter with Mrs. Buckley, I explained to her that my firm had previously represented D&C Builders, Inc. in a matter that I understood was completely separate and unrelated to the issue at hand. At that very time, Mrs. Buckley explained to me that Scott Dodenhoff had, without being prompted in any way, voluntarily talked at great lengths to the Buckylys during the project at issue about a

lawsuit that he was involved with at that time against who he described disparagingly to the Buckleys as "the Germans". Mrs. Buckley explained to me that Mr. Dodenhoff had spoken to the Buckleys in particular about how that lawsuit had impacted him and his company financially and how important the Buckley job was to him.

9. Mrs. Buckley further explained to me how Mr. Dodenhoff was her husband's childhood friend and, prior to the facts and circumstances giving rise to the underlying claims, her husband's lifelong friend. She explained to me that, as such, Mr. Dodenhoff spoke with her husband on a very frequent basis about a myriad of matters, including, without limitation, the ongoing business of D&C Builders, Inc. and Mr. Dodenhoff. Mrs. Buckley told me that Mr. Dodenhoff frequently shared detailed information with the Buckleys regarding the corporate structure and financial status of Mr. Dodenhoff and his company, which they did not think was very strange because of Mr. Dodenhoff's relationship with the Buckleys.

10. Mrs. Buckley also told me that the Buckleys were unaware that my office had previously assisted Mr. Dodenhoff with that prior lawsuit.

11. The only claim filed by Mr. Buckley that appears to be at issue here is the Declaratory Judgment/Veil Piercing claim. This claim was filed based only on information provided to me by the Buckleys, including the aforementioned information conveyed to them by Mr. Dodenhoff himself regarding the financial status and corporate structure of D&C Builders, Inc., together with the facts conveyed to me by the Buckleys surrounding the egregious acts alleged to have been committed by Mr. Dodenhoff and his company against them.

12. To my knowledge, I have never met or spoken with Scott Dodenhoff or anyone from D&C Builders, Inc. about anything.

13. As I understand it from the affidavits heretofore signed by attorneys Crawford and Johnson in connection with this issue, they were never made aware of any of the facts or circumstances giving rise to the claims in the above captioned matter. As I also understand, attorneys Crawford and Johnson are unaware of any confidential information provided by D&C Builders, Inc. to them in connection with their involvement with the prior lawsuit which has not already been made public record.

14. This matter and the prior matter appear to have no relation to one another.

15. The prior matter was dismissed with prejudice by consent of all parties, including D&C Builders, Inc., and was done so prior to my firm's involvement with this matter.

16. I do not believe that the duties required of my firm in representing the Buckleys in this matter conflict with the duties required of my firm in representing D&C Builders, Inc. in the prior matter. Furthermore, I do not believe that my firm's representation of the Buckleys now in forwarding their interests in this case will improperly injuriously affect D&C Builders, Inc. in this matter or in the prior matter.

17. On the day prior to the last hearing, I left a message with attorney Martin reminding him of the change to the hearing time. I also explained to him that despite not having heard from him again regarding any conflict of interest issues we would still be glad to discuss with him any amendments to our pleadings should he still be of the opinion that a conflict exists. Hours later after the close of business, Mr. Martin simply wrote an email in response stating that: "I received your message but it has been a busy

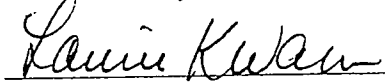
day." Not once in the lengthy period of time between when attorney Martin spoke with attorney Crawford and prior to the hearing, even including the 15 minutes prior to the hearing when Mr. Martin spoke with the attorney representing my office at the hearing (attorney F. Lee Prickett, III), did Mr. Martin discuss the conflict of interest issue. Yet, as soon as the hearing on our Motion to Dismiss began, Mr. Martin presented to the court and my office for the first time his previously filed Motion to Disqualify together with an affidavit of Mr. Dodenhoff (both alleging improprieties against me and my firm) that had been prepared at least one week before the hearing.

FURTHER AFFIANT SAYETH NAUGHT



M. Stokely Holder

Sworn to and subscribed before
me this 8th day of July, 2013.



Notary Public

My Commission Expires:

5/2/2023