

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

D&C Builders, Inc.,) C.A. No.: 2013-CP-23-1833
)
) Plaintiff,)

vs.)

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

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2013 JUL - 8 A 9:06

**AFFIDAVIT OF
TOWNES B. JOHNSON III, 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, Townes B. Johnson III, who after first being duly sworn, states:

1. My name is Townes B. Johnson III, 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, which I have reviewed.

2. Upon receiving a standard conflict check in my office regarding the above captioned matter, I informed Mr. Holder that our firm had previously represented D&C

Builders, Inc. on a mechanic's lien foreclosure matter whereby D&C Builders, Inc. had hired our firm to file a lien and foreclosure action on its behalf (hereinafter "the TMKG matter"). I explained to Mr. Holder in very general terms that I assisted attorney John T. Crawford, Jr. with the litigation surrounding the claim and that it was amicably resolved.

3. During my involvement with the TMKG matter, I was never made aware of the Buckleys, the Buckley project, any information regarding D&C Builders, Inc.'s claim against Mr. Buckley or any other facts or circumstances regarding this matter. The first time I became aware of this matter was in my conversation with Mr. Holder after the conflict check.

4. After speaking with Mr. Holder, I spoke with Mr. Crawford regarding our representation of D&C Builders, Inc. Neither of us could remember any confidential information that was disclosed by D&C Builders, Inc. during our prior representation of them.

5. The extent of the information made available to my firm during the TMKG matter regarding D&C Builders, Inc.'s financial status was that D&C Builders, Inc. was owed the money they hired our firm to recover, which included, as a matter of public record, attorneys' fees. I never had any substantive discussions regarding any specific impact the outcome of that case would have on the financial status of the company, and I remain unaware of any such specific impact outside of the obvious debt owed that is inherent in debt collection matters.

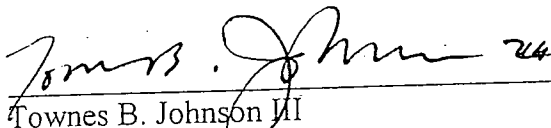
6. The TMKG matter was dismissed with prejudice by consent of all parties, including D&C Builders, Inc., and was done so long before my receipt of the aforementioned conflict check.

7. From reviewing the Plaintiff's Motion to Disqualify together with the other pleadings related to this matter, I have learned more about D&C Builders, Inc. than I had learned during the TMKG matter as it relates to specifics about the "ongoing operations of D&C Builders, Inc.", the "finances of the company", "the impact the outcome of the [prior] case would have on those finances", and "other existing ongoing projects unrelated to that case and the impacts of those projects on the financial situation of D&C Builders, Inc.".

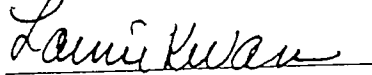
8. It is my opinion that the TMKG matter and this matter have no relation to one another.

9. 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 TMKG 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 TKMG matter.

FURTHER AFFIANT SAYETH NAUGHT


Townes B. Johnson III

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


Notary Public
My Commission Expires:
5/2/2023