

Eagle House Mitigation Bank Llc et al  
PLAINTIFF(S)

WSP USA Inc et al  
DEFENDANT(S)

RECEIVED

Jun 04 2026

SC Court of Appeals

- DISPOSITION TYPE (CHECK ONE)**
- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
  - DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
  - ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
  - ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
  - STAYED DUE TO BANKRUPTCY**
  - DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

This matter came before the Court on November 4, 2025, on Defendant/Third-Party Plaintiff WSP USA's (WSP) Motions to Dismiss and for Partial Summary Judgement. The Court also heard a Motion to Dismiss filed by Third-Party Defendant Pond and Company (Pond), a professional design company, challenging the Third-Party Complaint filed against it by WSP. This case arises out of a contract between Plaintiff and WSP for WSP's performance of certain consulting services related to Plaintiff's environmental mitigation efforts. A subcontract exists between WSP and Pond for the performance of certain work in furtherance of the contract with the Plaintiff.

WSP's Motion to Dismiss under Rule 12(b)(6), SCRPC asserts that Plaintiff's complaint, while couched as a breach of contract claim, is in substance, a professional negligence action that requires an expert affidavit under S.C. Code Ann. 15-36-100.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/02/2025 .

Pond & Company Inc  
Wsp Usa Inc

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

---

The Court disagrees and DENIES WSP's Motion to Dismiss. On its face, Plaintiff's complaint does not allege and/or seek damages for professional negligence but instead alleges breach of contract and breach of express and implied warranties. While the complex nature of this lawsuit will likely mean that Plaintiff will need to produce some scientific testimony to explain how WSP has allegedly breached its contract with the Plaintiff, the need for this testimony, without more, does not convert Plaintiff's case into a professional negligence case. The Court finds that the Plaintiff's complaint is sufficient under Rule 12(b)(6), SCRCP.

WSP's Motion for Partial Summary Judgement seeks to limit potential damages recoverable against it for any reason to \$50,000 in accord with a provision in the parties' contract which so limits damages for "any and all causes of action .... arising out of or related to the negligent act(s)..." of WSP. WSP urges a broad interpretation of this clause that would require damages for even breach of contract to be limited to \$50,000. At this point, the Court believes that only causes of action arising out of negligence are subject to the limitation such that it declines to extend the damages limitation to Plaintiff's breach of contract action. For this reason, as well as the other arguments articulated by Plaintiff in its opposition memorandum, WSP's Motion for Partial Summary Judgement is DENIED.

Finally, the Court DENIES Pond's Motion to Dismiss the Third-Party Complaint filed against it by WSP. Pond asserts that WSP's claims against it are substantially professional negligence claims requiring compliance with S.C. Code Ann. 15-36-100. The Court agrees with WSP's arguments that its claims against Pond sound in breach of contract.

To the extent needed, each prevailing party may submit a formal order for the Court's consideration withing ten (10) days.



Richland Common Pleas

**Case Caption:** Eagle House Mitigation Bank Llc , plaintiff, et al vs WSP USA Inc ,  
defendant, et al  
**Case Number:** 2024CP4007265  
**Type:** Order/Electronic Form 4

IT IS SO ORDERED.

s/Milton G. Kimpson 2783