

Exhibit A

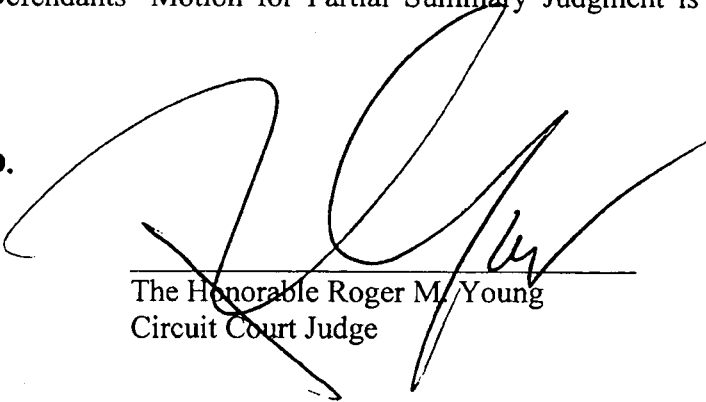
This matter is before the Court upon the Defendants' Isle of Palms Pest Control, Inc. and SPM Pest Management Co., Inc.'s (collectively referred herein as "Defendants") Motion for Partial Summary Judgment as to Plaintiff's Negligence claim pursuant to Rule 56, *SCRCP*. It is well-settled under South Carolina law that to pursue a tort claim and a breach of contract claim concerning the same conduct, a plaintiff must allege a duty owed him by the defendant separate and distinct from any duty owed under the contract. *Duc v. Orkin Exterminating Co., Inc.*, 729 F. Supp. 1553 (D.S.C. 1990); *Dixson v. Texas*, 72 S.E.2d 897 (S.C. 1952). Where there is no duty except as the contract creates, the plaintiff's remedy is for breach of contract. *Investors Premium Corp. v. Burroughs Corp.*, 389 F. Supp. 39 (D.S.C. 1974). After reviewing the record including Plaintiff's Second Amended Complaint, the Motions and Memorandum of Law filed in support therewith, and the arguments of counsel, the Court finds that Plaintiff's claims arise out of, relate to, and are therefore limited to the duties set forth in the Termite Contract. Accordingly, the Court finds that the Plaintiff's Negligence claim must be dismissed as a matter of law because it is barred

by the economic loss rule. Therefore, Defendants' Motion for Partial Summary Judgment is
GRANTED.

IT IS THEREFORE ORDERED.

Date: _____

2/27/19



The Honorable Roger M. Young
Circuit Court Judge