

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Wiley & Wilson, Inc. d/b/a Wiley|Wilson v. Pontiac Drywall Systems,
Inc. d/b/a PDSI Contractors

Wiley & Wilson v. Pontiac Drywall · No. MJM-22-2418 · Decided March 31, 2026

SUMMARY

The United States District Court for the District of Maryland denied Wiley & Wilson, Inc.’s motion for summary judgment in a dispute arising from architectural and design services for a U.S. Naval Academy renovation project. The court held that genuine disputes existed regarding whether Pontiac Drywall Systems properly withheld payment as recoupment for alleged delay-related damages. The court also held that expert testimony was not required to establish the alleged breach based on failure to meet contractual project deadlines.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Matthew J. Maddox
JURISDICTION	United States District Court for the District of Maryland
DECIDED	March 31, 2026
DOCKET	MJM-22-2418
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff Wiley & Wilson moved for summary judgment on its breach-of-contract and alternative quantum-meruit claims and on defendant PDSI’s breach-of-contract counterclaim.
STANDARD OF REVIEW	Summary judgment is appropriate under Federal Rule of Civil Procedure 56 when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the facts and reasonable inferences in the light most favorable to the nonmovant and may not weigh evidence or make credibility determinations.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion; persuasive authority only

TOPICS

summary judgment

breach of contract

quantum meruit

construction law

government contracts

PRACTICE AREAS

contracts

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QUESTIONS PRESENTED

1. Whether Wiley & Wilson was entitled to summary judgment on its breach-of-contract claim based on PDSI's withholding of payment.
2. Whether Wiley & Wilson was entitled to summary judgment on its alternative quantum-meruit or unjust-enrichment claim.
3. Whether PDSI could establish breach of the contract's professional-standard-of-care provisions without expert testimony from a qualified design professional.
4. Whether PDSI's counterclaim could proceed on the independent theory that Wiley & Wilson breached the contractual schedule by performing late.

HOLDINGS

1. Summary judgment was inappropriate because the record presented a genuine dispute over whether PDSI withheld payment as a prohibited penalty or instead to recoup losses allegedly caused by Wiley & Wilson's contractual delays.
2. Wiley & Wilson was not entitled to summary judgment on its alternative quantum-meruit or unjust-enrichment claim because the record did not establish as a matter of law that PDSI's withholding of payment was unlawful or inequitable.
3. Wiley & Wilson was not entitled to summary judgment merely because PDSI had not designated a qualified design professional to testify about the professional standard of care; PDSI's counterclaim also alleged breach based on failure to meet the contractual schedule.

KEY QUOTATIONS

"The Court finds sufficient evidence to create a genuine dispute that PDSI's withholding of WW's payment was done to "counterbalanc[e]" the costs it incurred during the lengthy delays on the Project, not to punish WW." (Discussion § III.A)

"The Court agrees with PDSI that no expert testimony is required for a factfinder to understand that taking "more than twice the agreed upon duration to complete [performance under the Contract]" constitutes a breach." (Discussion § III.B)

FACTUAL BACKGROUND

PDSI contracted with the federal government to renovate a building at the U.S. Naval Academy and contracted with Wiley & Wilson to provide architectural and design services. The contract incorporated a schedule requiring specified design submissions by stated dates, and Wiley & Wilson's final design was submitted substantially later than scheduled. PDSI withheld approximately \$741,124 in invoiced payments, asserting that

the withholding recouped more than \$2.4 million in extended overhead costs allegedly caused by Wiley & Wilson's delays.

PROCEDURAL HISTORY

Wiley & Wilson sued PDSI for allegedly withholding payment for architectural and engineering services performed under a construction-project contract. PDSI answered and asserted a counterclaim alleging that Wiley & Wilson breached the contract by delaying performance. After discovery, Wiley & Wilson moved for summary judgment; the court denied the motion because factual disputes remained concerning PDSI's recoupment theory and because PDSI could pursue a contract-timeline theory that did not require expert testimony.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)
- Cybernet, LLC v. David, 954 F.3d 162, 168 (4th Cir. 2020)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 249, 255 (1986)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986)
- Med. Mut. Ins. Co. of N. Carolina v. Gnik, 93 F.4th 192, 200 (4th Cir. 2024)
- Bouchat v. Balt. Ravens Football Club, Inc., 346 F.3d 514, 522 (4th Cir. 2003)
- Tucker v. Specialized Loan Servicing, LLC, 83 F. Supp. 3d 635, 655 (D. Md. 2015)
- Kumar v. Dhanda, 17 A.3d 744, 749 (Md. Ct. Spec. App. 2011)
- Quickley v. Univ. of Maryland Med. Sys. Corp., Civ. No. CCB-12-321, 2012 WL 4069757, at *6 (D. Md. Sept. 14, 2012)
- Hill v. Cross Country Settlements, LLC, 936 A.2d 343, 352 (Md. 2007)
- Smith v. Westminster Mgmt., LLC, 290 A.3d 1161, 1198-1200 (Md. App. Ct. 2023), aff'd, 312 A.3d 741 (Md. 2024)
- Pines Plaza Ltd. P'ship v. Berkley Trace, LLC, 66 A.3d 720, 733 n.22 (Md. 2013)
- Imbesi v. Carpenter Realty Corp., 744 A.2d 549, 557 (Md. 2000)
- First Nat. Bank of Louisville v. Master Auto Serv. Corp., 693 F.2d 308, 310 (4th Cir. 1982)
- Holland v. Psychological Assessment Res., Inc., Civ. No. CCB-04-437, 2004 WL 1368873, at *5 (D. Md. June 16, 2004)
- Smith v. Smith, 558 A.2d 798, 805 (Md. Ct. Spec. App. 1989)
- Precision Instrument Mfg. Co. v. Auto. Maint. Mach. Co., 324 U.S. 806, 815 (1945)
- Racine Cnty. v. Oracular Milwaukee, Inc., 781 N.W.2d 88, 90-98 (Wis. 2010)