

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BETHLEHEM AREA SCHOOL DISTRICT, : CIVIL ACTION
: :
v. : :
: :
DIANA ZHOU, : NO. 09-03493

O R D E R

AND NOW, this 19th day of March, 2012, it is hereby ORDERED as follows:

1. The defendant's motion for partial summary judgment on her breach of counterclaim (Dkt. 90) is GRANTED.
2. Defendant is awarded nominal damages of \$1 and shall be permitted to present evidence of actual damages at trial. Defendant cannot claim attorneys' fees as actual damages.
3. The District may not call the mediator, William Haussmann, to testify and may not introduce evidence of his deposition testimony at trial.
4. The District may not present evidence of statements made during the mediation.

However, at trial, the District may seek reconsideration of my order barring such statements in light of the testimony presented.

5. The defendant's breach of promissory estoppel claim (Counterclaim Count III) is DISMISSED as moot.³

BY THE COURT:

/s/ J. William Ditter, Jr.
J. WILLIAM DITTER, JR., J.

³ Promissory estoppel claims permit a plaintiff to enforce an agreement in the absence of consideration. *See Sullivan v. Chartwell Inv. Partners, LP*, 873 A.2d 710, 717 (Pa. Super. Ct. 2005). Because I find there was consideration, and therefore an enforceable contract, the claim for promissory estoppel must be dismissed.