

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW HAMPSHIRE

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MOTHER DOE,)	
as parent and next friend of JOHN DOE,)	
)	
Plaintiff)	
)	Civil Action No. 1:16-cv-00396-JL
v.)	
)	
PHILLIPS EXETER ACADEMY,)	
)	
Defendant.)	
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CONSENT ORDER

Following a five (5)-day jury trial, on November 18, 2016, the jury in this matter returned a verdict for the Plaintiff, Mother Doe, acting as parent and next friend of John Doe, for (1) breach of contract, (2) promissory estoppel and (3) violation of the covenant of good faith and fair dealing, the three claims presented to the jury for determination. The jury awarded various categories of damage to the Plaintiff, and the parties agreed to permit the Court to calculate the amount of the damage award. On November 30, 2016, this Court ordered that the damage award attributable to the allowable categories of damage identified by the jury totals \$27,904.

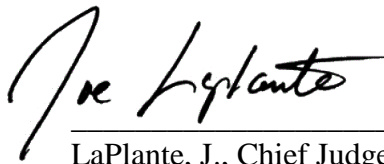
Following the trial, the parties submitted post-trial briefing on the issue of the propriety of equitable relief, namely, John Doe’s reinstatement as an enrolled student at Phillips Exeter Academy (“PEA”). The parties appeared for a hearing on the issue of equitable relief on November 28, 2016. Following a conference with the Court in chambers, the Court ordered that John Doe be temporarily reinstated at PEA pending a further evidentiary hearing.

John has now been re-enrolled at PEA and has been attending PEA with no adverse effects since December 5, 2016. The parties have conferred and submitted a Joint Motion for Entry of this Consent Order, in order to terminate the adversarial proceedings and bring an end to this litigation. Pursuant to that motion, the Court hereby allows the motion and orders as follows:

1. John Doe is ordered reinstated as an enrolled student at PEA. PEA shall offer John Doe's parent or guardian (Mother Doe) an enrollment contract on the usual terms and conditions that were offered to students for the 2016-2017 academic year, except that PEA shall adjust the tuition to require payment only for that portion of the academic year in which John will actually be enrolled. The parties have already agreed on a form of enrollment contract, and the rights and obligations of Mother Doe and John Doe shall be as set out therein except to the extent modified by this Consent Order and the final judgment.
2. The prior disciplinary withdrawal shall have no ongoing force or effect, and the investigation reports relied upon by PEA to require John's withdrawal from PEA shall not be relied upon by PEA with respect to any future disciplinary matter that may involve John.
3. A final judgment shall enter in favor of Plaintiff in the amount of \$27,904, the award entered on the jury verdict, and the final judgment shall incorporate this Consent Order.
4. Under 28 U.S.C. § 1920 and Fed. R. Civ. P. 54, Plaintiff is awarded taxable costs totaling \$16,863.

5. The Court acknowledges and accepts that the parties have agreed not to appeal the judgment or this Consent Order incorporated therein. The parties shall each bear her/its own attorney's fees.

IT IS SO ORDERED, this 17th day of February, 2017.

A handwritten signature in black ink that reads "Joe LaPlante". The signature is written in a cursive style with a large initial "J".

LaPlante, J., Chief Judge