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Edison Learning, Inc. v. School Dist. of Philadelphia

United States District Court, E.D. Pennsylvania - October 21, 2014 - Slip Copy - 2014 WL 5347364

Edison Learning, Inc. - a private education services contractor - brought suit against the School District of Philadelphia for breach of contract, claiming that the School District must reimburse Edison Learning for its legal fees and settlement costs from a prior suit in which a School District student was assaulted the "Viruet litigation"). The School District moved for summary judgment, claiming sovereign immunity.

Edison sought its legal fees and costs of settlement pursuant to two related theories. First, it alleged that the School District breached its contractual obligation to provide "appropriate safety and police protection" to Viruet, which resulted in the *Viruet* litigation and Edison's settlement of the claims against it. Second, Edison claimed that during the *Viruet* litigation the School District orally agreed to indemnify Edison for the lawsuit.

The District Court held that School District was entitled to sovereign immunity, as Edison's claims were properly construed as recovery for Viruet's tort damages, not as a breach of contract.