

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

PARMA COMMUNITY GENERAL)	
HOSPITAL,)	CASE NO. 1:09 CV 325
)	
Plaintiff,)	
)	
v.)	JUDGE DONALD C. NUGENT
)	
PREMIER ANESTHESIA OF)	
PARMA, <i>et al.</i> ,)	
)	<u>MEMORANDUM OPINION</u>
Defendants.)	<u>AND ORDER</u>
)	

This matter is before the Court on Plaintiff, Parma Community General Hospital’s Motion For Reconsideration of the February 4, 2011 Order. (ECF #114). Plaintiff alleges that Defendant, Premier Anesthesia of Parma (“Premier”) concealed material evidence relating to the meaning of the December Settlement Letters, and that this newly discovered evidence supports Plaintiff’s interpretation of the meaning and enforceability of the language contained therein. However, as Defendant, Premier has pointed out, this Court previously found that the language contained in the Settlement Agreement is unambiguous and clear on its face. Therefore, extrinsic evidence cannot be considered in an attempt to show that the written terms of the agreement did not reflect the actual intent of the parties. The alleged “new evidence” is

therefore irrelevant to the enforcement of the settlement agreement, whether or not it might shed light on the parties original intent, and whether or not the evidence had been “concealed” prior to the Court’s original ruling. Plaintiff’s Motion for Reconsideration, is, therefore, DENIED. IT IS SO ORDERED.

/s/ Donald C. Nugent
DONALD C. NUGENT
United States District Judge

DATED: April 19, 2011