

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

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EQUAL EMPLOYMENT OPPORTUNITY :
COMMISSION :
 : CASE NO.1:01 CV 1867
Plaintiff :
 :
-vs- : JUDGMENT ENTRY
 :
SUNDANCE REHABILITATION :
CORPORATION :
 :
Defendant :
----- :

UNITED STATES DISTRICT JUDGE LESLEY WELLS

The Court contemporaneously entered its memorandum of opinion and order granting plaintiff's motion for summary judgment and denying defendants' motion for summary judgment.

The Court ORDERS that Defendant SunDance Rehabilitation Corporation, its officers, successors, assigns and all persons in active concert or participation with them, hereby:

Are permanently enjoined from engaging in the institution, maintenance and/or management of the portion of the April 1999 SunDance Separation Agreement, or any other similar plan, requiring all employees and former employees to waive their right to file a charge with the EEOC or participate in an EEOC investigation or proceeding; and

Are permanently enjoined from retaliating because of an employee or former employee's right to file a charge with the EEOC or participate in an EEOC investigation or proceeding; and

Forthwith, shall institute and carry out policies, practices and programs which provide equal employment opportunities for employees who wish to file charges with the EEOC or participate in an EEOC investigation or proceeding; and

Forthwith, shall make whole Elizabeth S. Salisbury and other similarly situated employees; forthwith, shall reform the April 1999 SunDance Separation Agreement to expressly permit all employees and former employees to file charges with the EEOC and participate in EEOC investigations or proceedings without losing their severance pay and without violating the Separation Agreement; and forthwith, shall pay to Elizabeth S. Salisbury and other similarly situated employees any and all withheld severance pay with prejudgment interest; and

Forthwith, shall deliver a corrective notice with a reformed Separation Agreement to Elizabeth S. Salisbury and similarly situated employees. All limitations periods for filing a charge or claim are tolled and will run anew from the date of actual delivery of the reformed notice; and

Forthwith, shall pay to the EEOC its costs of bringing this action.

IT IS SO ORDERED.

/s/ Lesley Wells
UNITED STATES DISTRICT JUDGE