

United States District Court
For the Northern District of California

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E-FILED on 7/19/10

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ANITA MCCULLOUGH,
Plaintiff,
v.
FLIGHT OPTIONS, LLC,
Defendant.

No. C-09-00488 RMW
ORDER ENFORCING SETTLEMENT
AGREEMENT
[Re Docket No. 59]

The court has reviewed the concerns set forth in Anita McCullough's letter regarding the terms of the revised release. The concerns she raises, to the extent they could have any validity, are protected by the language in the release stating that "this waiver includes all claims, known and unknown, *to the greatest extent permitted by applicable law.*" To further emphasize and clarify this point, the court adds the same language to the first paragraph of the release on page 1, so that it will state: ". . . from all known and unknown claims and causes of action, *to the greatest extent permitted by applicable law, including . . .* "

Accordingly, the settlement is enforced according to the terms set forth in the revised release (with the additional language set forth above). Flight Options, LLC ("Flight Options") is to serve McCullough with this new release agreement and to file a proof of service with the court.

1 McCullough is to sign the new release within 15 days of being served with the new release
2 agreement. Flight Options is to notify the court upon receipt of the signed agreement and delivery
3 of the settlement check. Upon such notification or upon the expiration of 15 days from the date of
4 service of the new release agreement, whichever occurs first, this case is dismissed with prejudice.
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7 DATED: 7/19/10
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RONALD M. WHYTE
United States District Judge