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 19 UNITED STATES DISTRICT COURT
 20 NORTHERN DISTRICT OF CALIFORNIA
 21 SAN JOSE DIVISION

22 SKY CHEFS, INC.,
 23 Plaintiffs,
 24 v.
 25 CITY OF SAN JOSE, CALIFORNIA, et al.,
 26 Defendants.

Case Number: C09-03735 RS

**STIPULATION AND [PROPOSED]
 ORDER AMENDING PRIOR CASE
 MANAGEMENT ORDER**

STIPULATION

The undersigned parties, by and through their counsel of record, herewith stipulate to the following:

1. This action by Plaintiff Sky Chefs, Inc. ("Sky Chefs") seeks injunctive and declaratory relief that would halt the efforts of Defendant City of San Jose (the "City") to apply its Airport Living Wage Ordinance (the "LWO") to Sky Chefs' operations at Norman Y. Mineta San Jose International Airport (the "Airport"). Sky Chefs contends that the LWO is preempted by federal law, and violates the Equal Protection Clauses of the United State and California Constitutions. The City contends that Sky Chefs' arguments are meritless, and that Sky Chefs is contractually bound to comply with the LWO.

2. On October 21, 2010, the court issued a case management order requiring the parties to submit an updated joint case management statement that includes a new proposed schedule for resolution of the case to the court by March 3, 2011.

3. The parties are presently engaged in discussions that may lead to resolution of the case. To allow time for these discussions to continue, without the need to simultaneously dedicate resources to the litigation, the parties jointly request that the March 3 deadline for the updated joint case management statement be postponed for sixty days.

Dated: March 2, 2011

FORD & HARRISON LLP

By: /s/ Norman A. Quandt
NORMAN A. QUANDT

Attorneys for Plaintiff,
SKY CHEFS, INC.

Dated: March 2, 2011

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