

1 ATON ARBISSER, (Bar No. 150496)
aton@kayescholer.com

2 **KAYE SCHOLER LLP**
1999 Avenue of the Stars, Suite 1700
3 Los Angeles, California 90067
Telephone: (310) 788-1000
4 Facsimile: (310) 788-1200

5 Attorneys For Defendants/
Counterclaim-Plaintiffs
6 THE HERSHEY COMPANY, HERSHEY
CHOCOLATE & CONFECTIONARY
7 CORPORATION

8 MICHAEL O. WARNECKE (IL. Bar No.
2942291)
mwarnecke@perkinscoie.com
(Pro Hac Vice Application Granted)
10 DEBRA R. BERNARD (IL. Bar No. 6191217)
dbernard@perkinscoie.com
(Pro Hac Vice Application Granted)
11 **PERKINS COIE LLP**
12 131 S. Dearborn Street, Suite 1700
Chicago, IL 60603-5559
13 Telephone: 312.324.8400
Facsimile: 312.324.9400

JASON A. YURASEK (CA. Bar No.
202131)
jyurasek@perkinscoie.com
PERKINS COIE LLP
Four Embarcadero Center, Suite 2400
San Francisco, CA 94111-4131
Telephone: 415.344.3000
Facsimile: 415.344.7050

14 Attorneys for Plaintiffs
15 Counter-claim defendants
CHOCOLADEFABRIKEN LINDT &
16 SPRUNGLI AG and GHIRARDELLI
CHOCOLATE COMPANY

18 UNITED STATES DISTRICT COURT
19 NORTHERN DISTRICT OF CALIFORNIA

20 CHOCOLADEFABRIKEN LINDT &
SPRUNGLI AG, *et al.*,

21 Plaintiffs,

22 v.

23 THE HERSHEY COMPANY, *et al.*,

24 Defendants.

25
26 THE HERSHEY COMPANY, *et al.*,

27 Counterclaim-plaintiffs,

28 v.

Case No. CV-08-5354 MMC

ORDER APPROVING

**STIPULATION AND ~~[PROPOSED]~~
~~ORDER~~ TO SUSPEND DEADLINES FOR
30 DAYS TO ALLOW COMPLETION OF
SETTLEMENT AGREEMENT**

1 CHOCOLADEFABRIKEN LINDT &
2 SPRUNGLI AG, *et al.*,

3 Counterclaim-defendants.

4 Plaintiffs and Counterclaim-defendants CHOCOLADEFABRIKEN Lindt & Sprungli AG,
5 and Ghirardelli Chocolate Company (“Plaintiffs”) and Defendants and Counterclaim-plaintiffs
6 The Hershey Company, and Hershey Chocolate & Confectionary Corporation (“Defendants”), by
7 and through counsel, hereby stipulate as follows:

8 **WHEREAS**, the parties have reached an agreement in principle to settle the disputes at
9 issue in this matter and are completing the documentation of that settlement;

10 **WHEREAS**, in order to focus on settlement, the parties have allowed various deadlines in
11 the litigation to pass with the express understanding that those dates will be reset should a
12 settlement not be finalized and consummated;

13 **WHEREAS**, September 1, 2009 is the present deadline for reporting on the results of
14 mediation.

15 **NOW THEREFORE**, the parties hereby stipulate and agree, through their counsel of
16 record and with good cause having been shown, and respectfully request that the Court

- 17 1. Vacate all deadlines in this case; and
- 18 2. If a settlement is not executed by October 1, 2009, the parties will endeavor to
19 submit a joint and stipulated schedule for the case on or before October 15, 2009.

20 **IT IS SO STIPULATED:**

21 DATED: August 31, 2009

PERKINS COIE LLP

By: /s/

Jason A. Yurasek

22
23 Attorneys for Plaintiffs
24 CHOCOLADEFABRIKEN LINDT &
25 SPRUNGLI AG and GHIRARDELLI
26 CHOCOLATE COMPANY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: August 31, 2009

KAYE SCHOLER LLP

By: /s/
Aton Arbisser


Attorneys for Defendants

THE HERSHEY COMPANY and HERSHEY
CHOCOLATE & CONFECTIONERY
CORPORATION

~~PROPOSED~~ ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: September 2, 2009


Honorable Maxine M. Chesney
United States District Court Judge

ATTESTATION

I hereby attest that express concurrence in the filing of this document has been obtained from the other signatory whose conformed signature appears on this efiled document.

DATED: August 31, 2009

PERKINS COIE LLP

By: /s/
Jason A. Yurasek