

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

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE CAPACITORS ANTITRUST
LITIGATION

Master File No. 3:14-cv-03264-JD

THIS DOCUMENT RELATES TO:
ALL DIRECT PURCHASER ACTIONS,

**[PROPOSED] FINAL JUDGMENT OF
DISMISSAL WITH PREJUDICE AS TO
DEFENDANTS ROHM CO., LTD. AND
ROHM SEMICONDUCTOR U.S.A., LLC.**

Date: March 2, 2017
Time: 10:00 a.m.
Judge: The Honorable Judge Donato
Courtroom: 11, 19th Floor

This matter has come before the Court to determine whether there is any cause why this Court should not approve the settlement between Plaintiffs Chip-Tech, Ltd., Dependable Component Supply Corp., eIQ Energy, Inc., and Walker Component Group, Inc. (together, the “Direct Purchaser Plaintiffs” or “Plaintiffs”), individually and on behalf the Direct Purchaser Class they seek to represent, on the one hand, and ROHM Co., Ltd. and ROHM Semiconductor U.S.A., LLC (“ROHM Defendants”), on the other, set forth in the Settlement Agreement dated August 19, 2016 (the “Settlement Agreement”). The Court, after carefully considering all papers filed and proceedings held herein and otherwise being fully informed in the premises, has determined (1) that the settlement should be approved, and (2) that there is no just reason for delay of the entry of this Final Judgment approving the Settlement Agreement. Accordingly, the Court directs entry of

1 Judgment, which shall constitute a final adjudication of this case on the merits as to the ROHM
2 Defendants in accordance with the terms of the Settlement Agreement. Good cause appearing
3 therefor, it is:

4 **ORDERED, ADJUDGED AND DECREED THAT:**

5 1. The Court has jurisdiction over the subject matter of the Action and over all parties to
6 the Settlement Agreement, including all members of the Settlement Class.

7 2. The Court incorporates in this Final Judgment the definitions of terms set forth in the
8 Settlement Agreement [ECF No. 1298-10] as though they were fully set forth in this Final Judgment.
9 Specifically, "Settlement Class," as defined in the Settlement Agreement, means all persons in the
10 United States that purchased Capacitors (including through controlled subsidiaries, agents, Affiliates
11 or joint ventures) directly from any of the Defendants, their subsidiaries, agents, Affiliates or joint
12 ventures from January 1, 2002, through July 22, 2015. Excluded from the Settlement Class are (i)
13 Defendants (and their subsidiaries, agents and Affiliates); (ii) shareholders holding more than a 10%
14 equity interest in ROHM, Co., Ltd as of the Execution Date; (iii) each member of the Settlement
15 Class who has timely requested exclusion by "opting out"; and (iv) governmental entities.

16 3. The Court finally approves and confirms the settlement set forth in the Settlement
17 Agreement and finds that said settlement is, in all respects, fair, reasonable and adequate to the
18 Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

19 4. Pursuant to Fed. R. Civ. P. 23(g), the Court appoints the Joseph Saveri Law Firm as
20 counsel for the Settlement Class. This firm has and will fairly and competently represent the
21 interests of the Settlement Class.

22 5. The persons/entities identified in the "Summary of Entities Requesting Exclusion as
23 of April 5, 2017" attached as Exhibit A, have validly requested exclusion from the Class and,
24 therefore, are excluded, except that Hon Hai Precision Industry Co. Ltd. did not request to be
25 excluded with respect to the settlement relating to the ROHM Defendants. Such persons and
26 entities, and only such persons and entities, are not included in or bound by this Final Judgment to
27 the extent they have requested exclusion from the settlement relating to the ROHM Defendants.
28 Such persons and entities shall not receive any of the proceeds obtained through the Settlement

1 Agreement to the extent they have requested exclusion from the settlement relating to the ROHM
2 Defendants.

3 6. This action is dismissed with prejudice as against the ROHM Defendants, each side
4 to bear its own costs and attorneys' fees except as provided by the Settlement Agreement and the
5 Court's orders.

6 7. All persons and entities who are Releasors are hereby barred and enjoined from
7 commencing, prosecuting or continuing, either directly or indirectly, against the Releasees, in this or
8 any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have, or in the
9 future may have, arising out of or related to any of the Released Claims as defined in the Settlement
10 Agreement [ECF No. 1298-10].

11 8. The Releasors hereby and forever release and discharge the Releasees with respect to
12 Released Claims as defined in the Settlement Agreement [ECF No. 1298-10].

13 9. Without affecting the finality of the Court's judgment in any way, the Court retains
14 continuing and exclusive jurisdiction over the Settlement and the Settlement Agreement, including
15 all future proceedings concerning the administration, interpretation, consummation, and
16 enforcement of the Settlement Agreement.

17 10. This document constitutes a final judgment and separate document for purposes of
18 Federal Rule of Civil Procedure 58(a).

19 11. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
20 Procedure, that there is no just reason for delay in the entry of this Judgment, as a Final Judgment, as
21 to Plaintiffs and the Settlement Class and the ROHM Defendants. Accordingly, the Court directs the
22 Clerk to enter Judgment forthwith.

23 IT IS SO ORDERED.

24 Dated: June 27, 2017

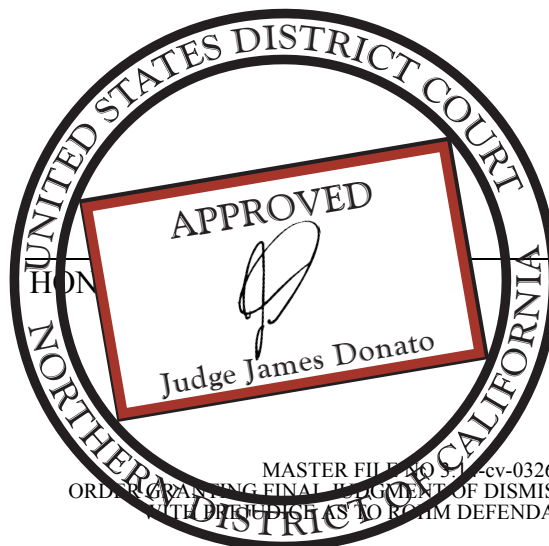


Exhibit A

Entity	Name1	City	State
AASI	ALL AMERICAN / MASTER DIS	LOS ANGELES	CA
AASI	ALL AMERICAN SEMICONDUCTOR	HIALEAH	FL
AASI	AASI BENEFICIARIES TRUST	HOLLYWOOD	FL
ACER	ACER INC	SAN JOSE	CA
AVNET	AVNET	PHOENIX	AZ
AVNET	AVNET INC	RICHARDSON	TX
AVNET	AVNET INC	CHANDLER	AZ
AVNET	INTERACTIVE TECHNOLOGIES INC	CUMMING	GA
AVNET	NEWARK ELECTRONICS	PALATINE	IL
AVNET	PREMIER FARNELL	CHICAGO	IL
BENCHMARK	BENCHMARK ELECTRONICS	WINONA	MN
BENCHMARK	BENCHMARK ELECTRONICS - HUNTSVILLE	HUNTSVILLE	AL
BENCHMARK	BENCHMARK ELECTRONICS - N	HUNTSVILLE	AL
BENCHMARK	BENCHMARK ELECTRONICS DE MEXICO	HUNTSVILLE	AL
BENCHMARK	BENCHMARK ELECTRONICS INC	DUNSEITH	ND
BENCHMARK	BENCHMARK ELECTRONICS INC	ANGLETON	TX
BENCHMARK	EFTC CORPORATION	PHOENIX	AZ
BENCHMARK	SUNTRON CORPORATION	PHOENIX	AZ
BLACKBERRY	BLACKBERRY CORPORATION	PLEASANTON	CA
DELL / EMC	DELL COMPUTER CORPORATION	ROUND ROCK	TX
DELL / EMC	EMC CORPORATION	HOPKINTON	MA
DELL / EMC	WYSE TECHNOLOGY	ROUND ROCK	TX
FLEXTRONICS	DOVATRON	CLEARWATER	FL
FLEXTRONICS	FLEX INTL / FINE PITCH TECNOLOGY	MILPITAS	CA
FLEXTRONICS	FLEXTRONICS	AUSTIN	TX
FLEXTRONICS	FLEXTRONICS AMERICA NC MR BOB BALLARD	CHARLOTTE	NC
FLEXTRONICS	FLEXTRONICS INTERNATIONAL USA INC	SAN JOSE	CA
FLEXTRONICS	1021FLEXTRONICS INTL EUROPE B V STH		
FLEXTRONICS	SOLECTRON	MILPITAS	CA
FLEXTRONICS	SOLECTRON INVOTRONICS INC	LAREDO	TX
FLEXTRONICS	SOLECTRON MANUFACTURA DE MEXICO - N		
FLEXTRONICS	SOLECTRON/LUCENT	MILPITAS	CA
FLEXTRONICS	STELLAR MICROELECTRONICS INC	VALENCIA	CA
MICROSOFT MOBILE	MICROSOFT MOBILE	REDMOND	WA
MICROSOFT MOBILE	NOKIA	SAN DIEGO	CA
MICROSOFT MOBILE	NOKIA	ARLINGTON HEIGHTS	IL
PLEXUS	PLEXUS	NAMPA	ID
PLEXUS	PLEXUS CORP	APPLETON	WI
PLEXUS	PLEXUS CORP	NEENAH	WI
PLEXUS	PLEXUS CORPORATION	NEENAH	WI
PLEXUS	PLEXUS INT SALES & LOGISTICS	NEENAH	WI
PLEXUS	PLEXUS SERVICES CORP - N	NEENAH	WI
TECH 2000	TECH 2000	VISTA	CA

Entities Requesting Partial Exclusion (NEC TOKIN only)

HON HAI	HON HAI PRECISION INDUSTRY CO LTD	HOUSTON	TX
---------	-----------------------------------	---------	----

Entities Requesting Partial Exclusion (Fujitsu, Nitsuko, the Okaya Defendants, and ROHM only)

ARROW	ARROW ELECTRONICS INC.	ENGLEWOOD	CO
-------	------------------------	-----------	----

Entities Requesting Partial Exclusion (NEC TOKIN, Nitsuko, the Okaya Defendants, and ROHM only)

DELL / EMC	DELL COMPUTER CORPORATION	ROUND ROCK	TX
DELL / EMC	EMC CORPORATION	HOPKINTON	MA
DELL / EMC	WYSE TECHNOLOGY	ROUND ROCK	TX