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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE CAPACITORS ANTITRUST  
LITIGATION

Master File No. 3:17-md-02801-JD

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

THIS DOCUMENT RELATES TO: ALL  
DIRECT PURCHASER ACTIONS

~~[PROPOSED]~~ ORDER GRANTING  
CLASS ACTION SETTLEMENTS WITH  
NICHICON AND RUBYCON  
DEFENDANTS

On March 1, 2019, the Direct Purchaser Class (“the Class”) filed a Motion for Final Approval of Proposed Settlements with Defendants Nichicon Corporation and Nichicon (America) Corporation (together, “Nichicon”); and Rubycon Corporation and Rubycon America Inc. (together, “Rubycon”) (Nichicon and Rubycon collectively, the “Settling Defendants”) [Dkt. 497]. The Court, having reviewed the motion and affidavits in support thereof, the settlement agreements with Settling Defendants (“Settlement Agreements” or the “Settlements”), the pleadings and other papers on file in this action, and the arguments of counsel and the parties at the hearing held on May 16, 2019, hereby finds that final approval of the Settlements is GRANTED.

1 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

2 1. The Court has jurisdiction over the subject matter of the Action and over all parties to  
3 the Settlement Agreements, including all members of the Settlement Class.

4 2. For purposes of this Order, except as otherwise set forth herein, the Court adopts and  
5 incorporates the definitions contained in the Settlement Agreements [Dkts. 497-3, 497-4].

6 3. The parties executed the Settlement Agreements with Settling Defendants, Rubycon  
7 and Nichicon, on September 14, 2018 and November 7, 2018 respectively. Among other things, the  
8 Settlement Agreements release claims related to “U.S. Purchases” of Capacitors, defined as direct  
9 purchases of Capacitors from the Settling Defendants where the Capacitors were shipped to a  
10 location within the United States or the related invoices were sent to a location within the United  
11 States. (Dkt. 497-3, at 8; Dkt. 497-4, at 8)

12 4. By Order dated February 28, 2019 (the “Preliminary Approval Order”), the Court  
13 found that the Settlement Class met all requirements under Federal Rule of Civil Procedure 23(e).  
14 (Dkt. 492) The Court granted the Settlement Class’s motion for class certification, appointed the  
15 Joseph Saveri Law Firm, Inc. as Class Counsel and certified a Settlement Class, defined as follows:

16 All persons in the United States that purchased Capacitors (including  
17 through controlled subsidiaries, agents, affiliates or joint-ventures)  
18 directly from any of the Defendants, their subsidiaries, agents, affiliates  
19 or joint ventures from January 1, 2002 through July 22, 2015. Excluded  
20 from the Settlement Class are: (i) Defendants (and their subsidiaries,  
21 agents and affiliates); (ii) shareholders holding more than 10% equity  
22 interest in a Settling Defendant as of the date that the Settlement  
23 Agreement with the Settling Defendant is fully executed; (iii) each  
24 member of the Settlement Class that timely requests exclusion by  
25 ‘opting out’; (iv) governmental entities; and (v) the judges and  
26 chambers staff in this case, including their immediate families (the  
27 “Settlement Class”).

28 (*Id.* ¶ 3) By Order dated November 14, 2018, the Court granted the Class’s motion for class  
certification, appointed the Joseph Saveri Law Firm, Inc. as Class Counsel, and certified a litigation  
Class. (Dkt. 385)

5. The persons or entities identified in the “Summary of Entities Requesting Exclusion  
as of May 6, 2019,” attached hereto as **Exhibit A**, have validly requested exclusion from the  
Settlement Class and, therefore, are excluded, except that Plexus Corp. and its related entities

1 requested to be excluded only with respect to the Settlement with Nichicon. Such persons or  
2 entities, and only such persons or entities, are not included in or bound by this Order with respect to  
3 the Settling Defendants from whose settlements they have requested exclusion. Such persons or  
4 entities are not entitled to any recovery of the settlement proceeds obtained through the Settlement  
5 Agreements with respect to the Settling Defendants from whose settlements they have requested  
6 exclusion.

7         6.         The Settlement Class definition as set forth above and as used in this Order is for  
8 settlement purposes only. It has no binding effect on the Court, Class, or the indirect-purchaser  
9 plaintiffs for any other purpose.

10         7.         The notice given to the members of the Settlement Class was the best notice  
11 practicable under the circumstances, including individual notice to all members of the Settlement  
12 Class who could be identified through reasonable efforts. Said notice met the requirements of due  
13 process and provided due and adequate notice of the proceedings and of the matters set forth  
14 therein, including the proposed settlements set forth in the Settlement Agreements, to all persons  
15 entitled to such notice. Further, said notice fully satisfied the requirements of Rules 23(c)(2) and  
16 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

17         8.         The Court further finds that the Class provided notice to the Settlement Class  
18 satisfying the requirements of *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 995 n.2 (9th  
19 Cir. 2010); the *Northern District's Procedural Guidelines for Class Action Settlement*<sup>1</sup>; and the notice  
20 program the Court approved in its February 28, 2019, Preliminary Approval Order. (Dkt. 492;  
21 Dkt. 497, at 12-14; Dkt. 497-1, ¶ 20; Dkt. 497-2)

22         9.         The Court hereby finally approves and confirms the settlements set forth in the  
23 Settlement Agreements and finds that said settlements are, in all respects, fair, reasonable, and  
24 adequate to the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

25  
26  
27 \_\_\_\_\_  
28 <sup>1</sup> Available at <https://www.cand.uscourts.gov/ClassActionSettlementGuidance>.

1           10.     This Court hereby dismisses on the merits and with prejudice the Action in favor of  
2 Settling Defendants, with all parties to bear their own costs and attorneys' fees except as should  
3 otherwise be ordered by the Court.

4           11.     Settling Defendants are hereby and forever released and discharged with respect to  
5 the Released Claims as defined in the Settlement Agreements [Dkts. 497-3, 497-4].

6           12.     The plan of allocation described in the Class's Motion is, in all respects, fair,  
7 adequate, and reasonable. Accordingly, the Court hereby grants final approval of the plan of  
8 allocation.

9           13.     Without affecting the finality of the Judgments in any way, this Court hereby retains  
10 continuing jurisdiction over: (a) the Settlements and Settlement Agreements, including all future  
11 proceedings concerning the administration, interpretation, consummation, and enforcement of the  
12 Settlement Agreements; (b) disposition of the Settlement Fund; (c) hearing and determining  
13 applications by Class's counsel for attorneys' fees, costs, expenses, interest, and incentive awards;  
14 (d) hearing and ruling on any matters relating to the plan of allocation of settlement proceeds; and  
15 (e) all parties to the Action and Releasors for the purpose of enforcing and administering the  
16 Settlement Agreements and the mutual releases and other documents contemplated by, or executed  
17 in connection with the Settlement Agreements.

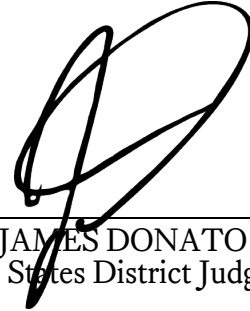
18           14.     In the event that a party exercises a right to terminate a Settlement Agreement as  
19 provided by the terms of that Settlement Agreement, then the Judgment entered as to that  
20 Defendant shall be rendered null and void and shall be vacated, and in such event, all orders entered  
21 and releases delivered in connection herewith as to that Defendant shall be null and void and the  
22 parties shall be returned to their respective positions *ex ante*.

23           15.     The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
24 Procedure, that Final Judgments of Dismissal with prejudice as to Settling Defendants  
25 ("Judgments") should be entered and further finds that there is no just reason for delay in the entry  
26 of the Judgments, as Final Judgments, in accordance with the terms of the Settlement Agreements.  
27

1           Accordingly, the Court directs the Clerk to enter Judgment forthwith for Settling  
2 Defendants.

3           IT IS SO ORDERED.

4  
5  
6 Dated: February 21, 2020



A handwritten signature in black ink, appearing to read 'J. Donato', is written over a horizontal line. The signature is stylized and cursive.

HON. JAMES DONATO  
United States District Judge

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# Exhibit A

Requesting Entity	Entity/Affiliate with Record of Transactions	Location
All American Semiconductor, Inc.	All American Semiconductor	San Jose, CA
	AASI Beneficiaries' Trust	Hollywood, CA
Avnet, Inc.	Avnet, Inc.	Chandler, AZ
	Avnet	Phoenix, AZ
	Avnet, Inc.	Richardson, TX
	Newark Electronics Corporation	Palatine, IL
	Premier Farnell Corp.	Chicago, IL
Benchmark Electronics, Inc.	Benchmark Electronics	Winona, MN
	Benchmark Electronics - Huntsville	Huntsville, AL
	Benchmark Electronics - N	Huntsville, AL
	Benchmark Electronics de Mexico	Huntsville, AL
	Benchmark Electronics, Inc.	Dunseith, ND
	Benchmark Electronics, Inc.	Angleton, TX
	EFTC Corporation	Phoenix, AZ
	Suntron Corporation	Phoenix, AZ
Dell Technologies, Inc.	Dell Computer Corporation	Round Rock, TX
	EMC Corporation	Hopkinton, MA
	Wyse Technology	Round Rock, TX
Flextronics International USA, Inc.	Dovatron	Clearwater, FL
	Flex Int'l / Fine Pitch Technology	Milpitas, CA
	Flextronics	Austin, TX
	Flextronics America NC	Charlotte, NC
	Flextronics International USA, Inc.	San Jose, CA
	Flextronics International Europe B.V.	Oostrum, Netherlands
	Solectron	Milpitas, CA
	Solectron Invotronics, Inc.	Laredo, TX
	Solectron Manufactura de Mexico - N	Tlajomulco de Zuñiga, Mexico
	Solectron / Lucent	Milpitas, CA
Stellar Microelectronics, Inc.	Valencia, CA	
Jaco Electronics, Inc.	Jaco Electronics, Inc.	Hauppauge, NY

**Entities Requesting Partial Exclusion (Nichicon only)**

Plexus Corp.	Electronic Assembly Corporation	Neenah, WI
	Plexus Corporation	Neenah, WI
	Plexus	Nampa, ID
	Plexus Corp	Appleton, WI
	Plexus Corp	Neenah, WI
	Plexus Services Corp - N	Neenah, WI
	Plexus Int Sales & Logistics	Neenah, WI