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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE CAPACITORS ANTITRUST
LITIGATION

THIS DOCUMENT RELATES TO:

ALL DIRECT PURCHASER ACTIONS

Master File No. 3:17-md-02801-JD
Case No. 3:14-cv-03264-JD

~~[PROPOSED]~~ FINAL JUDGMENT OF
DISMISSAL WITH PREJUDICE AS TO
DEFENDANTS RUBYCON
CORPORATION AND RUBYCON
AMERICA INC.

Date: May 16, 2019
Time: 3:00 p.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 Defendants Rubycon Corporation and Rubycon America Inc. (together, “Rubycon”), on the other, set forth in the Settlement Agreement dated September 14, 2018 (the “Settlement Agreement”). The Court, after carefully considering all papers

1 filed and proceedings held herein and otherwise being fully informed in the premises, has determined
2 (1) that the settlement should be approved, and (2) that there is no just reason for delay of the entry
3 of this Final Judgment approving the Settlement Agreement. Accordingly, the Court directs entry of
4 Judgment, which shall constitute a final adjudication of this case on the merits as to Rubycon in
5 accordance with the terms of the Settlement Agreement. Good cause appearing therefore, it is:

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

7 1. The Court has jurisdiction over the subject matter of the Action and over all parties to
8 the Settlement Agreement, including all members of the Direct Purchaser Plaintiff Class.

9 2. The Court incorporates in this Final Judgment the definitions of terms set forth in the
10 Settlement Agreement [ECF No. 497-3] as though they were fully set forth in this Final Judgment.
11 Specifically, “Settlement Class,” as defined in the Settlement Agreement, means all persons in the
12 United States that purchased Capacitors (including through controlled subsidiaries, agents, Affiliates
13 or joint ventures) directly from any of the Defendants, their subsidiaries, agents, Affiliates or joint
14 ventures from January 1, 2002 through July 22, 2015. Excluded from the Settlement Class are:
15 (i) Defendants (and their subsidiaries, agents and affiliates); (ii) shareholders holding more than 10%
16 equity interest in Rubycon as of the date the Settlement Agreement was fully executed; (iii) each
17 member of the Settlement Class that timely requests exclusion by “opting out”; and
18 (iv) governmental entities.

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

22 4. The Court finds the dissemination of notices by Lead Class Counsel to be in
23 accordance with the Court-approved notice program, Fed. R. Civ. P. 23 (e)(1), and due process
24 requirements. This firm has fairly and competently represented the interests of the Settlement Class.

25 5. The persons/entities identified in the “Summary of Entities Requesting Exclusion
26 from Settlement with Rubycon as of May 6, 2019” attached as **Exhibit A**, have validly requested
27 exclusion from the Settlement Class and, therefore, are excluded. Such persons and entities, and
28

1 only such persons and entities, are not included in or bound by this Final Judgment to the extent they
2 have requested exclusion from the settlement relating to Rubycon. Such persons and entities shall
3 not receive any of the proceeds obtained through the Settlement Agreement to the extent they have
4 requested exclusion from the settlement relating to Rubycon.

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

7 7. All persons and entities who are Releasors are hereby barred and enjoined from
8 commencing, prosecuting or continuing, either directly or indirectly, against the Releasees, in this or
9 any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have, or in the
10 future may have, arising out of or related to any of the Released Claims as defined in the Settlement
11 Agreement [ECF Nos. 497-3].

12 8. The Releasors hereby and forever release and discharge the Releasees with respect to
13 the Released Claims as defined in the Settlement Agreement [ECF Nos. 497-3].

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

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

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

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IT IS SO ORDERED.

Dated: February 21, 2020



HON. JAMES DONATO
United States District Judge

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