

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

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 NICHICON
CORPORATION AND NICHICON
(AMERICA) CORPORATION.

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 Nichicon Corporation and Nichicon (America) Corporation (together, “Nichicon”), on the other, set forth in the Settlement Agreement dated November 7, 2018 (the “Settlement Agreement”). The Court, after carefully considering all

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

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

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

10 2. The Court incorporates in this Final Judgment the definitions of terms set forth in the
11 Settlement Agreement [ECF No. 497-4] as though they were fully set forth in this Final Judgment.
12 Specifically, "Settlement Class," as defined in the Settlement Agreement, means all persons in the
13 United States that purchased Capacitors (including through controlled subsidiaries, agents, Affiliates
14 or joint ventures) directly from any of the Defendants, their subsidiaries, agents, Affiliates or joint
15 ventures from January 1, 2002 through July 22, 2015. Excluded from the Settlement Class are:
16 (i) Defendants (and their subsidiaries, agents and affiliates); (ii) shareholders holding more than 10%
17 equity interest in Nichicon as of the date the Settlement Agreement was fully executed; (iii) each
18 member of the Settlement Class that timely requests exclusion by "opting out"; (iv) governmental
19 entities; and (v) the judges and chambers staff in this case, including their immediate families.

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

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

26 5. The persons/entities identified in the "Summary of Entities Requesting Exclusion
27 from Settlement with Nichicon as of May 6, 2019," attached as **Exhibit A**, have validly requested
28

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

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

8 7. All persons and entities who are Releasors are hereby barred and enjoined from
9 commencing, prosecuting or continuing, either directly or indirectly, against the Releasees, in this or
10 any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have, or in the
11 future may have, arising out of or related to any of the Released Claims as defined in the Settlement
12 Agreement [ECF No. 497-4].

13 8. The Releasors hereby and forever release and discharge the Releasees with respect to
14 the Released Claims as defined in the Settlement Agreement [ECF Nos. 497-4].

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

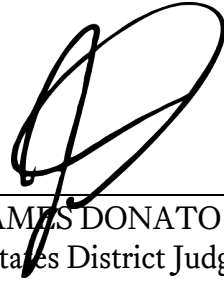
19 10. This document constitutes a final judgment and separate document for purposes of
20 Federal Rule of Civil Procedure 58(a).

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

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

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
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