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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE RESISTORS ANTITRUST
LITIGATION

Case No. 3:15-cv-03820-JD

This Documents Relates to:
DIRECT PURCHASER ACTIONS

~~PROPOSED~~ ORDER GRANTING
DIRECT PURCHASER PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT WITH KOA, AND
DISSEMINATION OF CLASS NOTICE

1 This matter comes before the Court on Direct Purchaser Plaintiffs’ Motion for Preliminary
2 Approval of Settlement with KOA and Dissemination of Class Notice (“Motion”). Dkt. No. 534.

3 WHEREAS Direct Purchaser Plaintiffs (“DPPs”), on behalf of themselves and of the
4 proposed stipulated settlement class (“Settlement Class”), and Defendants KOA Corporation and
5 KOA Speer Electronics, Inc. have agreed, subject to Court approval following notice to the
6 Settlement Class and a hearing, to settle the above-captioned matter (“Lawsuit”) upon the terms set
7 forth in the DPPs-KOA Settlement Agreement;

8 WHEREAS, this Court has reviewed and considered the DPPs-KOA Settlement Agreement
9 entered into among the parties, together with all exhibits thereto, the record in this case, and the
10 briefs and arguments of counsel;

11 WHEREAS, DPPs have applied for an order granting preliminary approval of the Settlement
12 Agreement;

13 WHEREAS, this Court preliminarily finds, for purposes of settlement only, that the action
14 meets all the prerequisites of Rule 23 of the Federal Rules of Civil Procedure;

15 WHEREAS, this Court previously preliminarily approved DPPs’ agreements to settle the
16 Lawsuit with Defendants HDK America, Inc., and Hokuriku Electric Industry Co. (collectively,
17 “HDK”), Kamaya Electric Co., Ltd., Kamaya Inc., Walsin Technology Corporation, and Walsin
18 Technology Corporation U.S.A. (collectively, “Kamaya-Walsin”), Panasonic Corporation
19 (“Panasonic”), ROHM Co., Ltd., and ROHM Semiconductor U.S.A., LLC (collectively, “ROHM”)
20 (together with the DPPs-KOA Settlement Agreement, “Settlement Agreements”);

21 WHEREAS, all defined terms contained herein shall have the same meanings as set forth in
22 the Settlement Agreements;

23 NOW, THEREFORE, IT IS HEREBY ORDERED:

24 1. The Court does hereby preliminarily approve the DPPs-KOA Settlement Agreement
25 and the settlement set forth therein, subject to further consideration of a hearing (the “Fairness
26 Hearing”).

27 2. The Fairness Hearing shall be held before this Court on September 5, 2019, at 10:00
28 a.m., at the United States District Court, located in Courtroom 11- 19th Floor, at 450 Golden Gate

1 Avenue, San Francisco, CA 94102. This hearing will determine whether to approve certification of
2 the class for settlement purposes; whether the proposed settlements of the Lawsuit on the terms and
3 conditions provided for in the Settlement Agreements are fair, reasonable, and adequate to the
4 Settlement Class and should be approved by the Court; whether a final judgment should be entered
5 herein; whether the proposed plan of distribution should be approved; to determine the amount of
6 fees and expenses that should be awarded to Class Counsel; and to determine the amount of the
7 incentive awards that should be provided to the class representative. The Court may adjourn the
8 Fairness Hearing without further notice to the members of the Settlement Class.

9 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily
10 certifies, for purposes of effectuating this settlement, a Settlement Class as follows:

11 All persons in the United States who purchased linear resistors (including
12 through controlled subsidiaries, agents, affiliates or joint ventures) directly
13 from any of the Defendants, their subsidiaries, agents, affiliates or joint
ventures from July 9, 2003 through August 1, 2014 (the “Class Period”).

14 4. The Court designates Schuten Electronics, Inc. as the class representative for the
15 Settlement Class.

16 5. The Court designates the following as Class Counsel for the Settlement Class: Hagens
17 Berman Sobol Shapiro LLP and Cohen Milstein Sellers & Toll PLLC.

18 6. The Court preliminarily finds that, for purposes of effectuating this settlement only,
19 the Settlement Class meets the Federal Rule of Civil Procedure 23 requirements for a settlement
20 class.

21 7. The Court approves as to form and content the proposed notice forms, including the
22 long form notice and summary notice, attached as Exhibits B and D to the Second Supplemental
23 Declaration of Jennifer M. Keough Regarding Proposed Notice Program (ECF No. 534-3). The
24 Court further finds that the proposed plan of notice – including Class Counsel’s agreement at the
25 preliminary approval hearing for the KOA Settlement that direct notice would be effectuated through
26 both U.S. mail and electronic mail to the extent electronic mail addresses can be identified following
27 a reasonable search – and the proposed contents of these notices, meet the requirements of Rule 23
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1 and due process, and are the best notice practicable under the circumstances and shall constitute due
2 and sufficient notice to all persons entitled thereto.

3 8. The Court appoints the firm of JND Legal Administration LLC as the Settlement
4 Administrator. DPPs and their designees, including the Settlement Administrator, are authorized to
5 expend funds from the escrow accounts to pay taxes, tax expenses, notice, and administration costs
6 as set forth in the Settlement Agreements. The Court appoints the Settlement Administrator to
7 supervise and administer the notice procedure as well as the processing of claims as more fully set
8 forth below:

9 a. No later than May 16, 2019, or two weeks following the grant of Preliminary
10 Approval, the Settlement Administrator shall cause the full versions of the Settlement Agreements
11 and the Preliminary Approval Order to be published on a public website;

12 b. Beginning no later than May 16, 2019, or two weeks following the grant of
13 Preliminary Approval, the Settlement Administrator shall provide direct notice by first class U.S.
14 mail and electronic mail, substantially in the form attached as Exhibit B to the Second Supplemental
15 Declaration of Jennifer M. Keough, to all Settlement Class members whose mailing addresses and
16 email addresses can be identified with reasonable effort;

17 c. Beginning no later than May 16, 2019, or two weeks following the grant of
18 Preliminary Approval, the Settlement Administrator shall cause the banner notice to be published,
19 substantially in the form attached as Exhibit E to the Updated Declaration of Jennifer M. Keough
20 (ECF No. 507-7). The Settlement Administrator may modify the form and/or content of the banner
21 notices as it deems necessary and appropriate to maximize their impact and reach, as long as those
22 modifications still reflect the substance of the form attached as Exhibit E to the Updated Declaration
23 of Jennifer M. Keough; and

24 d. Beginning no later than May 16, 2019, or two weeks following the grant of
25 Preliminary Approval, the Settlement Administrator shall cause summary notice to be distributed
26 over PR Newswire's US1 Newslines and to journalists with an industry focus on Electronics Supply
27 and Manufacturing and Process, Manufacturing, and Industrial Controls, substantially in the form
28 attached as Exhibit D to the Second Supplemental Declaration of Jennifer M. Keough.

1 9. All members of the Settlement Class shall be bound by all determinations and
2 judgments in the Lawsuit concerning the settlements, whether favorable or unfavorable to the
3 Settlement Class.

4 10. Class Counsel shall file their motion for attorneys' fees, costs, and service awards for
5 the class representative, and all supporting documentation and papers, by thirty-five days before July
6 15, 2019, the deadline for exclusions and objections.

7 11. Any person who desires to request exclusion from the Settlement Class shall do so by
8 July 15, 2019, or 60 days following the beginning of the Notice campaign. All persons who submit
9 valid and timely requests for exclusion shall have no rights under the Settlement Agreements, shall
10 not share in the distribution of the settlement funds, and shall not be bound by the final judgments
11 relating to the KOA, HDK, Kamaya, Walsin, Panasonic, or ROHM defendants entered in the
12 litigation.

13 12. Any member of the Settlement Class may enter an appearance in the litigation, at his
14 or her own expense, individually or through counsel of his or her own choice. If the member does not
15 enter an appearance, he or she will be represented by Class Counsel.

16 13. Any member of the Settlement Class may appear and show cause, if he or she has any
17 reason, why the proposed settlements should or should not be approved as fair, reasonable, and
18 adequate; why a judgment should or should not be entered thereon; why the plan of distribution
19 should or should not be approved; why attorneys' fees and expenses should or should not be awarded
20 to Class Counsel; or why the incentive awards should or should not be awarded to the class
21 representative. All written objections and supporting papers must (a) clearly identify the case name
22 and number (In re Resistors Antitrust Litigation – Direct Purchaser Actions, No. 3:15-cv-03820-JD),
23 (b) be submitted to the Court either by mailing to the Class Action Clerk, United States District
24 Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or
25 by filing them in person at any location of the United States District Court for the Northern District
26 of California, and (c) be filed or postmarked on or before July 15, 2019, or 60 days following the
27 beginning of the Notice campaign.

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1 14. All papers in support of the settlements and responses by Class Counsel regarding
2 objections and exclusions shall be filed and served by July 29, 2019, or 14 days after the deadline to
3 file objections or exclusions.

4 15. All reasonable expenses incurred in identifying and notifying members of the
5 Settlement Class, as well as administering the Settlement Fund, shall be paid for as set forth in the
6 Settlement Agreements.

7 16. Neither the Settlement Agreements, nor any of its terms or provisions, nor any of the
8 negotiations or proceedings connected with it, shall be construed as an admission or concession by
9 DPPs or Defendants KOA, HDK, Kamaya, Walsin, Panasonic, or ROHM of the truth or falsity of
10 any of the allegations in the Lawsuit, or of any liability, fault or wrongdoing of any kind.

11 17. All members of the Settlement Class are temporarily barred and enjoined from
12 instituting or continuing the prosecution of any action asserting the claims released in the proposed
13 settlements, until the Court enters final judgment with respect to the fairness, reasonableness, and
14 adequacy of the settlements.

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16 SO ORDERED.

17 DATED: May 2, 2019

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21 HONORABLE JAMES DONATO
22 UNITED STATES DISTRICT JUDGE
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