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*Counsel for the Direct
Purchaser Plaintiffs*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: OPTICAL DISK DRIVE
ANTITRUST LITIGATION

Case No. 3:10-md-2143-RS
MDL No. 2143

This Document Relates to:

ALL DIRECT PURCHASER CLASS
ACTIONS

**DECLARATION OF KEVIN B. LOVE IN
SUPPORT OF MOTION FOR
ATTORNEYS' FEES, REIMBURSEMENT
OF EXPENSES, AND INCENTIVE
AWARDS**

1 I, Kevin B. Love, declare and state as follows:

2 1. I am a Partner of the law firm of Criden & Love, P.A. I submit this declaration in
3 support of Direct Purchaser Plaintiffs (“DPP”) joint application for an award of attorneys’ fees in
4 connection with the services rendered in this litigation. I make this Declaration based on my own
5 personal knowledge, and if called as a witness, I could and would competently testify to the
6 matters stated herein.

7 2. My firm has served as counsel to CMP Consulting Services, Inc. and as counsel for
8 the Direct Purchaser Class (“Class”) throughout the course of this litigation. The background and
9 experience of Criden & Love, P.A. and its attorneys are summarized in the *curriculum vitae*
10 attached hereto as Exhibit 1.

11 3. Criden & Love, P.A. has prosecuted this litigation solely on a contingent-fee basis,
12 and has been at risk that it would not receive any compensation for prosecuting claims against the
13 Defendants. While Criden & Love, P.A. devoted its time and resources to this matter, it has
14 foregone other legal work for which it would have been compensated.

15 4. During the pendency of the litigation, Criden & Love, P.A. performed the
16 following work: In connection with representing CMP Consulting Services as a plaintiff in this
17 action, Criden & Love prepared the Complaint for CMP, drafted their Initial Disclosures,
18 preserved their documents, responded to their Client Questionnaire, reviewed and produced their
19 documents, and generally kept CMP regularly updated on the status of the case. In addition,
20 Criden & Love reviewed and coded defendants’ document production for the prosecution of the
21 case.

22 5. Attached hereto as Exhibit 2 is my firm’s total hours and lodestar, computed at
23 historical rates, for the period of May 7, 2010 through December 31, 2014. This period reflects
24 the time spent after the appointment of the Chairman of the Executive Committee for the DPPs
25 (the “Chairman”) in this litigation. The total number of hours spent by Criden & Love, P.A.
26 during this period of time was 332.50, with a corresponding lodestar of \$138,862.50. This
27 summary was prepared from contemporaneous, daily time records regularly prepared and

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1 maintained by my firm. The lodestar amount reflected in Exhibit 2 is for work assigned by the
2 Chairman, and was performed by professional staff at my law firm for the benefit of the Class.

3 6. The hourly rates for the attorneys and professional support staff in my firm
4 included in Exhibit 2 are the usual and customary hourly rates charged by Criden & Love, P.A.

5 7. My firm has expended a total of \$412.44 in unreimbursed costs and expenses in
6 connection with the prosecution of this litigation. These costs and expenses are broken down in
7 the chart attached hereto as Exhibit 3. They were incurred on behalf of Direct Purchaser Plaintiffs
8 by my firm on a contingent basis, and have not been reimbursed. The expenses incurred in this
9 action are reflected on the books and records of my firm. These books and records are prepared
10 from expense vouchers, check records and other source materials and represent an accurate
11 recordation of the expenses incurred.

12 8. I have reviewed the time and expenses reported by my firm in this case which are
13 included in this declaration, and I affirm that they are true and accurate.

14 I declare under penalty of perjury under the laws of the United States of America that the
15 foregoing is true and correct. Executed on this 25th day of January, 2015 at South Miami, Florida.

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KEVIN B. LOVE

EXHIBIT 1

EXHIBIT 1

CRIDEN & LOVE, P.A.

CRIDEN & LOVE, P.A. is a litigation firm that devotes a substantial amount of its practice to antitrust and consumer fraud class action litigation, securities and broker misconduct litigation and complex commercial litigation. A brief biography on the attorneys in the Firm is set forth below.

Michael E. Criden attended Temple University and Florida International University and graduated with highest honors, received his law degree from the University of Miami, also with honors, and was admitted to the Florida Bar in 1987. Mr. Criden is nationally recognized in the field of securities arbitration. On behalf of approximately three thousand individual investors, Mr. Criden has recovered over \$100 million. Mr. Criden also has considerable experience in securities and other class actions involving consumer fraud matters. *See, e.g., Davis v. Prudential Securities, Inc.*, 59 F.3d 1186 (11th Cir. 1995). In addition, Mr. Criden was co-lead counsel in *Shea v. New York Life Ins. Co.*, Case No. 96-0746-Civ-Nesbitt (S.D. Fla.), wherein investors in limited partnerships received a full refund of their investment, nearly \$200 million.

Mr. Criden is also involved in the firm's antitrust cases: *In re: Chocolate Confectionary Antitrust Litigation*, MDL No. 1935 (M.D. Pa.); *In re: Air Cargo Antitrust Litigation*, No. 06-md-1775 (E.D.N.Y.); *In re: Blood Reagents Antitrust Litigation*, No. 09-2081 (E.D. Pa.); *In re: Refrigerant Compressors Antitrust Litigation*, No. 09-md-2042 (E.D. Mich.); *In re: Processed Eggs Products Antitrust Litigation*, MDL No. 2002 (E.D. Pa.); *In re: Libor-Based Financial Instruments Antitrust Litigation*, MDL No. 2262 (S.D.N.Y.); *In re: Optical Disk Drive Antitrust Litigation*, No. 10-md-2143 (N.D. Cal.); *In re: Photochromic Lenses Antitrust Litigation*, MDL No. 2173 (M.D.

Fla.); *In re: Rail Freight Fuel Surcharge Antitrust Litigation*, MDL No. 1869 (D.D.C.); and *In re: Titanium Dioxide Antitrust Litigation*, No. 10-318 (D. Md.).

Kevin B. Love graduated *magna cum laude* from Boston University School of Law. After graduation, Mr. Love clerked for The Honorable Emmett R. Cox of the Eleventh Circuit Court of Appeals. Mr. Love then spent a year teaching Constitutional Law and Legal Writing at the University of Miami School of Law. Mr. Love began his practice with the law firm of Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, and later became a shareholder in 1997. Mr. Love's practice currently focuses on securities, consumer-fraud and antitrust class actions.

Mr. Love, as Lead Counsel in *Vista Healthplan, Inc. v. Bristol-Myers Squibb Co. and American Bioscience*, Case No. 01-1295 (D.D.C.), an antitrust class action, recovered \$15,000,000 in a settlement for a class of third-party payors. More recently, Mr. Love, as Lead Counsel, recovered \$9,708,000 in *Johnson v. National Western Life Ins. Co.*, No. 01-032012-CP (Mich. Cir. Ct.), a consumer-fraud class action wherein it was alleged that National Western was selling inferior annuity products to the elderly. In recent years, Mr. Love has been instrumental in recovering additional millions of dollars in several antitrust and consumer fraud cases. *See, e.g., Best v. Wilmington Trust Company*, Case No. 99-889-Civ-Jordan (S.D. Fla.) (\$3,225,000); and *Gregersen v. One International Associates Limited Partnership*, C.A. No. 17274 (Del. Ch.) (\$2,000,000). Mr. Love also was Lead Counsel for Third-Party Payors in *In re Remeron Antitrust End-Payor Antitrust Litigation*, responsible for allocating a \$36 million settlement fund with several State Attorneys General who represented consumers and state agencies. *See also In re: Ovcon Indirect Purchaser Litigation*, Case No. 05-2327 (D.D.C.) (Lead Counsel); *In re: Puerto Rican Cabotage Antitrust Litigation* (Steering Committee); *In re: Bananas Antitrust Litigation*, No.: 05-21962 (S.D. Fla.)

(Executive Committee); and *In re: Insurance Brokerage Antitrust Litigation*, MDL No. 1663 (D.N.J.) (Steering Committee).

Currently, Mr. Love serves as Co-Lead Counsel in *Vista Healthplan, Inc. v. Cephalon, Inc.*, 06-1833 (E.D. Pa.) (“*Provigil Antitrust Litigation*”), and as Co-Lead Counsel in *DDAVP Indirect Purchaser Litigation*, No. 05-2237 (CLB) (S.D.N.Y.) (\$4.75 million settlement pending). In addition, in January 2009, the Securities and Exchange Commission appointed Mr. Love to be the Distribution Agent for the K.W. Brown SEC Fair Funds Disgorgement Fund (\$6,500,000). Previously, in May 2005, Mr. Love was appointed by the SEC to be the Distribution Agent for the Spear & Jackson SEC Disgorgement Fund (\$7,500,000). And, in February 2007, Mr. Love was appointed by the SEC as the Distribution Agent for the SEC Grabarnick Disgorgement Fund.

Alexander Angueira, Of Counsel to the Firm, graduated Washington University School of Law in 1987. Mr. Angueira has over 20 years of experience in litigation, including 12 years with the United States Department of Justice in Washington, D.C. and the U.S. Attorney’s Office in the Southern District of Florida. Mr. Angueira, who concentrates his practice on complex commercial litigation and white-collar corporate compliance matters, has handled more than 60 jury and non-jury trials in his career. Among his many accomplishments, Mr. Angueira has obtained a multi-million dollar arbitration award for an international telephone company, successfully defended minority shareholders in a corporate “squeeze-out” in connection with a multi-national emergency room service provider, and successfully prosecuted a case as an Assistant U.S. Attorney involving a \$120 million Medicare fraud scheme. Mr. Angueira has also represented receivers in various state and federal actions.

Jason Andrew is an associate with the Firm. In 2004 he graduated with a B.A. in Economics from the University of Washington in Seattle before moving to Miami to attend the University of Miami School of Law as a Dean's Merit Scholar. Jason graduated *magna cum laude* from the University of Miami School of Law in 2008. During law school, Mr. Andrew served on the International and Comparative Law Review and earned honors in the Litigation Trial Skills Program. Jason has also clerked in the Office of the Mayor of Miami-Dade County for the Honorable Mayor Carlos Alvarez.

Karl Zucconi is Of Counsel with the firm. In 1992 he graduated from Fordham University with a B.A. in English Literature. He graduated from Pace University in 1996 where he was Articles Editor with the International Law Review. Thereafter he worked as an associate for the firm Bonnett Fairbourn Friedman & Balint where he litigated numerous antitrust and deceptive practices class actions. He is admitted to practice law in New York, Connecticut, Florida and the U.S. Virgin Islands.

* * *

Below is a sample of some of the class actions that Criden & Love, P.A. has served as lead counsel or in a leadership capacity:

Aylward v. PaineWebber, Case No. 96-2831-Civ-Lenard (S.D. Fla.)
Baron v. Best Buy Co., Case No. 99-1297-Civ-Jordan (S.D. Fla.)
Beacon Health Plans, Inc. v. Tap Pharmaceutical Products, Case No. 01-10897-RGS (D. Mass.)
Best v. Wilmington Trust Company, Case No. 99-889-Civ-Jordan (S.D. Fla.)
Ciprofloxacin Hydrochloride Antitrust Litigation, Master File No. 00-MDL-1383 (E.D. N.Y.)
Fabricant v. Sears Roebuck & Co., Case No. 98-1281-Civ-Nesbitt (S.D. Fla.)
Gonzalez v. Rooms to Go, Inc., Case No. 97-3146-Civ-Graham (S.D. Fla.)
Gregerson v. One International Associates, No. 17274 (Del. Ch. Ct.)
Grinshaw v. New York Life Ins. Co., Case No. 96-0746-Civ-Nesbitt (S.D. Fla.)
HIP Health Plan Of Fla, Inc. v. Bristol-Myers Squibb Co., Case No. 1:01CV560 (D. D.C.)
HIP Health Plan Of Fla, Inc. v. Schering-Plough Corp., Case No. 01-CV-1652 (JAG) (D. N.J.)
IVAX v. Microcrystalline Cellulose Antitrust Litigation, MDL1402 (O'Neill, J) (E.D. Pa.)

Kershaw v. National Western Life Insurance Company, Case No. 01-32012-CP (Mich. 6th Jud. Cir.)
King v. American National Ins. Co., Case No. 96-1074 (Ala. 15th Jud. Cir.)
Koch v. PLM International, Inc., Case No. 97-0177-BH (S.D. Ala.)
London v. Walmart Stores, Inc., Case No. 99-1298-Civ-Ungaro Benages (S.D. Fla.)
Medine v. Washington Mutual, Case No. 96-3362-Civ-Seitz (S.D. Fla.)
Ressler v. TransAmerica, Case No. 97-1215-Civ-Moreno (S.D. Fla.)
Scharlow v. Pensco Pension Services, Inc., Case No. 01-8364-Civ-Hurley (S.D. Fla.)
Singer v. AT & T, Case No 95-2738-Civ-Davis (S.D. Fla.)
Wegweiser v. Great Western Bank, Case No. 95-8543-Civ-Hurley (S.D. Fla.)
Walco Invs. Inc. v. Thenen, Case No. 93-2534-Civ-Moreno (S.D. Fla.)

* * *

The Firm's commitment to our clients' interests, as well as our professional competence and diligence, have been commented upon by various judges before whom the Firm has appeared.

At the final fairness hearing on the settlement in *Luaces vs. DirecTV, Inc.*, Case No. 97-2324 (S.D. Fla), in which the Firm served as lead counsel for the class, District Judge Highsmith stated:

I think both parties have done an exemplary job. Professionalism is quite apparent in everything that I have reviewed in this file.

I feel blessed and flattered that I have before me counsel with unblemished reputations. It makes it extremely easy. I think you've done, as I said earlier, an excellent job.

In approving a \$13 million settlement in *Aylward v. PaineWebber*, Case No. 96-2831 (S.D. Fla.), District Judge Lenard noted:

It seems like this was an excellent result for all the members of the class, and it was a job well done . . .

In *Shea v. New York Life Ins. Co.*, Case No. 96-0746 (S.D. Fla.), upon approving a settlement valued at approximately \$190,000,000 and representing a 100% recovery, Judge Nesbitt remarked:

There is no question about it, it's an extraordinary settlement.

The settlement represents an optimal, as the Plaintiffs say, recovery, and I think that's the right word, when compared not only with the range of recovery in other cases that have been summarized for me, but other cases in my experience.

And I think that took extraordinary skill, expertise and knowledge about the market, about class actions, about the Defendants' business. I just don't think that just an ordinary firm, even one that specializes in class actions, could have done a better job And all of this is, you know, requires ability, it requires skill and it requires being adroit at what you're doing. And not just the average attorney, I don't think, could have done it in such a skilled and proficient way. So the experience and reputation of the attorneys in this case are beyond question.

The Firm maintains an excellent reputation among the plaintiff and defense bars. Our adversaries and co-counsel know that we are ready, willing and able to take on complex cases and class actions and take them to and through trial, if necessary, to achieve a satisfactory result for our client.

EXHIBIT 2

EXHIBIT 2*In re Optical Disk Drive Antitrust Litigation*, Case No. 3:10-md-2143-RS**CRIDEN LOVE**

Reported Hours and Lodestar

May 7, 2010 through December 31, 2014

TIME REPORT

NAME	TOTAL HOURS	HOURLY RATE	LODESTAR
ATTORNEYS			
CRIDEN, MICHAEL E. (P)	17.25	\$600.00	\$10,350.00
CRIDEN, MICHAEL E. (P)	13.00	\$625.00	\$8,125.00
LOVE, KEVIN B. (P)	32.75	\$600.00	\$19,650.00
LOVE, KEVIN B. (P)	27.00	\$625.00	\$16,875.00
ANDREW, JASON G. (A)	14.00	\$275.00	\$3,850.00
ANDREW, JASON G. (A)	8.25	\$300.00	\$2,475.00
ANDREW, JASON G. (A)	205.75	\$350.00	\$72,012.50
LUCAS, KIM	8.00	\$325.00	\$2,600.00
ZUCCONI, KARL	6.50	\$450.00	\$2,925.00
TOTAL:	332.50		\$138,862.50

(P) Partner

(OC) Of Counsel

(A) Associate

(PL) Paralegal

(LC) Law Clerk

EXHIBIT 3

EXHIBIT 3*In re Optical Disk Drive Antitrust Litigation*, Case No. 3:10-md-2143-RS**CRIDEN LOVE**

Reported Unreimbursed Expenses Incurred on Behalf of Direct Purchaser Class

May 7, 2010 through December 31, 2014

EXPENSE REPORT

CATEGORY	AMOUNT INCURRED
Court Fees (filing, etc.)	
Experts/Consultants	
Federal Express	
Transcripts (Hearing, Deposition, etc.)	
Computer Research	\$7.12
Messenger Delivery	
Photocopies – In House	\$338.60
Photocopies – Outside	
Postage	
Service of Process	
Telephone/Telecopier	\$66.72
Travel (Airfare, Ground Travel, Meals, Lodging, etc.)	
TOTAL:	\$412.44