

1 Marvin L. Frank  
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7 *Counsel for the Direct Purchaser Plaintiffs*

8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 IN RE: OPTICAL DISK DRIVE  
12 ANTITRUST LITIGATION

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

13  
14 This Document Relates to:  
15 ALL DIRECT PURCHASER CLASS  
16 ACTIONS

**DECLARATION OF MARVIN L. FRANK  
IN SUPPORT OF MOTION FOR  
ATTORNEYS' FEES, REIMBURSEMENT  
OF EXPENSES, AND INCENTIVE  
AWARDS**

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1 I, Marvin L. Frank, declare and state as follows:

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

7 2. My firm has served as counsel to Ashley Tremblay, the named plaintiff  
8 representing the class of direct purchasers of defendant Sony’s products and as counsel for the  
9 Direct Purchaser Class (“Class”) throughout the course of this litigation. My firm’s curriculum  
10 vitae was previously submitted to the Court in connection with Direct Purchaser Plaintiffs’ prior  
11 motion for an award of attorneys’ fees, reimbursement of expenses and class representative  
12 incentive awards on March 16, 2015 (Prior Request for Attorneys’ Fees”). (Dkt. No. 1535).

13 3. Murray Frank LLP has prosecuted this litigation solely on a contingent-fee basis,  
14 and has been at risk that it would not receive any compensation for prosecuting claims against the  
15 Defendants. While Murray Frank LLP devoted its time and resources to this matter, it has  
16 foregone other legal work for which it would have been compensated.

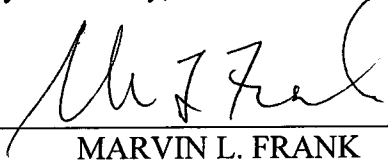
17 4. During the pendency of the litigation, Murray Frank LLP performed the following  
18 work: reviewed all motions, orders, communications, and other documents on behalf of Plaintiff  
19 Tremblay; reviewed Plaintiff Tremblay’s documents; kept Plaintiff Tremblay up to date with  
20 phone calls and emails, including answering Plaintiff’s questions and concerns; coordinated with  
21 co-counsel regarding Plaintiff Tremblay through emails and telephone calls; prepared Plaintiff  
22 Tremblay for deposition; defended Plaintiff Tremblay’s deposition in Seattle; reviewed Chinese  
23 language documents produced by Chinese defendants; reviewed the amended complaint on behalf  
24 of Plaintiff Tremblay.

25 5. Murray Frank LLP also paid a total of \$2,500.00 in assessments for the joint  
26 prosecution of the litigation against the Defendants.

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

2 I declare under penalty of perjury under the laws of the United States of America that the  
3 foregoing is true and correct. Executed on this 15th day of January, 2016 at New York, New York.

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6 MARVIN L. FRANK

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