

EXHIBIT 8

1 Thomas D. Mauriello (Cal. Bar No. 144811)
2 MAURIELLO LAW FIRM, APC
3 1181 Puerta Del Sol, Suite 120
4 San Clemente, CA 92673
5 Tel: (949) 542-3555
6 Fax: (949) 606-9690
7 Email: tomm@maurlaw.com

8 *Counsel for Plaintiffs Andres Carullo*
9 *and Donald Kendig, Individually and*
10 *on Behalf of All Others Similarly*
11 *Situated*

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 IN RE: HYUNDAI AND KIA FUEL
15 ECONOMY LITIGATION

16 Case No. 2:13-ml-02424-GW-FFM

17 **DECLARATION OF THOMAS D.**
18 **MAURIELLO IN SUPPORT OF**
19 **MOTION FOR APPROVAL OF**
20 **ATTORNEYS' FEES AND**
21 **EXPENSES**

22 Hearing Date: February 26, 2014

23 Submitted on Behalf of:

24 MAURIELLO LAW FIRM, APC

25 Counsel for Plaintiffs in:

26 *Andre Carullo, et al. v. KIA Motors America, Inc., et al.*
27 U.S. District Court Case No.: SACV 12-02174-AG (MLGx)

1 I, THOMAS D. MAURIELLO, declare as follows:

2 1. I am principal of the Mauriello Law Firm, APC, counsel for Plaintiffs
3 Andre Carullo and Donald Kendig in the above-named action. This declaration is
4 submitted in support of the fee and expense request for work performed by the Mauriello
5 Law Firm, APC in connection with this litigation. I have personal knowledge of the
6 facts below and, if called upon to do so, could and would testify competently thereto.
7 This declaration is submitted after a review of the billing records of Mauriello Law
8 Firm.

9 2. The Mauriello Law Firm adopts and joins in the omnibus Memorandum of
10 Points and Authorities Submitted in Support of the Non-Settling Plaintiffs' Motion for
11 Attorneys' Fees and Expenses. The information set forth herein is submitted as a
12 supplement to that brief.

13 **I. WORK PERFORMED AND LODESTAR INCURRED**

14 **A. Overview of Work Performed**

15 3. My firm filed the *Carullo/Kendig* action in the U.S. District Court for the
16 Central District of California on December 17, 2012. That action named both Kia and
17 Hyundai as Mr. Carullo and Mr. Kendig had purchased vehicles from both companies. I
18 have been involved in numerous aspects of this litigation, from inception to settlement.

19 4. Relatively early in the MDL process, my office provided assistance in
20 helping to organize non-settling plaintiffs' counsel to support the court-appointed
21 Liaison Counsel Girard Gibbs LLP. Thereafter, I participated in coordinating the efforts
22 of several co-counsel for Plaintiffs, including Whatley Kallas, Doyle Lowther, Crowley
23 Norman LLP, and the Payne Mitchell Law Group, all of whom worked closely during
24 the course of this litigation. These firms coordinated efforts to carry out tasks assigned
25 by Liaison Counsel Girard Gibbs, enhancing the confirmatory discovery, settlement
26 evaluation, and ultimately the final settlement.

27 ///

28 ///

B. Lodestar and Expenses

5. Mauriello Law Firm respectfully requests that the Court award its attorneys’ fees incurred in the following amounts:

Attorney	Total Hours	Billing Rate	Lodestar
Thomas D. Mauriello	91	\$550	\$50,050.00
TOTALS	91		\$50,050.00

6. Mauriello Law Firm also seeks an award for reimbursement of the following out of pocket costs reasonably incurred in this litigation:

Expense Category	Amount
Filing Fee and attorney service fee for initial filing	\$429.95
Service of Process Fees on Kia and Hyundai	\$130.00
Additional Attorney Service Charges	\$39.95
Hotel (in advance of 2/14/13 court hearing)	\$268.17
Parking at Court	\$28.00
Copying	\$ 20.00
TOTALS	\$916.07

7. I am the only firm attorney who worked on this matter. My lodestar stated above is based on an hourly rate of \$550. I am a 25 year attorney with significant experience in consumer class action matters, which have formed approximately 40% of my law practice for the past 12 years.

8. There is a strong presumption that the “lodestar” figure represents a reasonable fee award. *See Harris v. Marhoefer*, 24 F.3d 16, 18 (9th Cir.1994); *United Steelworkers of Am. v. Phelps Dodge Corp.*, 896 F.2d 403, 406-407 (9th Cir. 1990); *accord Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 554, 130 S. Ct. 1662, 1673, 176 L. Ed. 2d 494 (2010). “The ‘lodestar’ is calculated by multiplying the number of hours

1 the prevailing party reasonably expended on the litigation by a reasonable hourly rate.”
2 *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 978 (9th Cir. 2008), quoting *Ferland v.*
3 *Conrad Credit Corp.*, 244 F.3d 1145, 1194 n.4 (9th Cir. 2001).

4 9. The hourly rates used in this Declaration are the current, usual and
5 customary rates charged by me in cases of this nature. I believe these rates are
6 reasonable based upon my communications and review of hourly rates used by both
7 Plaintiffs’ and/or Defendants’ counsel in this and other actions, and based on other fee
8 applications I have made and fee awards received, and are rates that I believe are in line
9 with rates used by attorneys in this District with comparable experience engaging in
10 comparable complex consumer litigation.

11 10. Mauriello Law Firm maintains contemporaneous records for the capture of
12 all time and expenses associated with any particular case, including this case. These
13 records are kept and maintained in the course of the regularly conducted business
14 activity of the firm. It is the regular practice of Mauriello law Firm to make, keep and
15 maintain time and expense records from billing records or receipts of the underlying
16 transactions and then enter them into the firm’s time and billing system accounting
17 database (Timeslips). As to expenses in a case, an invoices for the expense incurred is
18 placed into the billing file at the time the expense is recorded into the database.

19 11. The time and expenses incurred in this case were derived from my personal
20 review of the firm’s billing records described above. It is my belief that the time and
21 expenses submitted in this case are fair and reasonable, and were reasonably incurred to
22 successfully prosecute this matter.

23 12. Although Mauriello Law Firm played a relatively small role in the MDL as
24 reflected in the total lodestar referred to above, the work performed, in conjunction with
25 the other firms referred to above, effectively added value to the overall Plaintiff’s efforts
26 and to the ultimate settlement achieved.

27 13. Counsel spent time on, among other tasks, preparing the complaint on
28 behalf of two plaintiffs and handling their action outside of the MDL; appearing both

1 live and in court hearings in the MDL; participating in calls with counsel for Non-
2 settling Plaintiffs to coordinate work efforts; reviewing and discussing settlement terms
3 and revisions; reviewing documents; participating by telephone and via chatroom in
4 confirmatory discovery interviews; reviewing documents; and performing other
5 necessary litigation tasks such as reviewing Court filings and orders.

6 14. The time spent on these tasks is well within what is reasonable for such
7 work, especially in the context of a suit of this complexity and magnitude.

8 **II. LODESTAR BY TYPE OF WORK**

9 **A. Time Spent Preparing Complaint(s), Litigating Actions Outside of the**
10 **MDL, and other Time Before February 14, 2013**

11 15. This category includes all time spent before the initial MDL status
12 conference before Judge Wu, which occurred on February 14, 2013, which included
13 preparing an initial and amended complaint, coordinating with counsel for Kia and with
14 other plaintiffs' counsel before the formal appointment of Liaison Counsel to organize
15 this matter, and discussions with counsel and reviewing submissions regarding the MDL
16 proceedings. In this regard, I spent 19.60 hours, at an hourly rate of \$550, for a lodestar
17 of \$10,780.

18 **B. Court Hearings in the MDL**

19 16. This category includes all hearings with Judge Wu (attended in person or
20 telephonically) in MDL 2424, beginning on February 14, 2013, as well as time expended
21 in preparing or reviewing status conference reports or papers in connection with the
22 request for appointment of Liaison Counsel. In this regard, I spent 29.40 hours, at an
23 hourly rate of \$550, for a lodestar of \$16,170.

24 **C. Calls with Non-Settling Plaintiff Group**

25 17. This category includes calls and meetings with counsel for the Non-Settling
26 Plaintiffs that were organized by Liaison Counsel. In this regard, I spent 14.8 hours, at
27 an hourly rate of \$550, for a lodestar of \$8,140.

1 **D. Review and Discussion of Settlement Terms and Revisions**

2 18. This category consists of time spent reviewing and discussing the terms of
3 the proposed settlement, including discussions and correspondence with other Non-
4 settling Plaintiffs’ counsel and with my clients regarding the settlement proposal(s) and
5 settlement documents, negotiations conducted by Liaison Counsel, and the revisions to
6 the settlement. including the following:

- 7 a. Review of the initial Term Sheet distributed in February 2013.
- 8 b. Review of Liaison Counsel’s December 20, 2013 memo regarding the
9 discovery in relation to the strengths and weaknesses of plaintiffs’ claims.
- 10 c. Review of the proposed settlement filed December 23, 2013 and the two
11 Addendums filed January 16, 2014, and May 2, 2014, and related
12 documents including settlement-related memos and summaries distributed
13 to Non-Settling Plaintiffs after the settlement was filed on December 23,
14 2013.
- 15 d. Time spent reviewing and commenting on position statements for Liaison
16 Counsel’s January 30 and May 30 Reports.

17 19. In this regard, I spent 9.3 hours, at an hourly rate of \$550, for a lodestar of
18 \$5,115.

19 **E. Review of Document Requests, Review of Confidentiality Agreement,**
20 **Review of Document Production Summaries, Participating via Phone**
21 **and Chatroom in Confirmatory Discovery Interviews, and Review of**
22 **“Hot Document” Databases Provided by Liaison Counsel**

23 20. This category includes time spent reviewing and commenting on plaintiffs’
24 document requests served on May 22, 2013, reviewing document production summaries
25 distributed by Liaison Counsel throughout the litigation, reviewing documents contained
26 in the online document database that accompanied Liaison Counsel’s summaries in
27 October and December 2013, reviewing the applicable confidentiality agreements, and
28 participating in the confirmatory discovery interviews via telephone and chatroom. In
this regard, I spent 17.3 hours, at an hourly rate of \$550, for a lodestar of \$9,515.

F. Works Directly and Indirectly Assigned By Liaison Counsel

21. Most of my post-MDL work on this case was performed in close coordination with the other Non-settling Plaintiffs' law firms of Whatley Kallas, Doyle Lowther, Crowley Norman, and Payne Mitchell Law Group, which firms, as discussed above, worked closely and under Liaison Counsel's supervision and coordination during the course of this litigation. As a result, much of my work, including meetings, telephone conferences, emails, strategizing on discovery, settlement, and case management issues, review and commenting on documents, discovery requests, and discovery responses, was either directly or indirectly under the supervision and direction of Liaison Counsel. In addition, preparations for certain witness interviews were held at my San Clemente office (given the close proximity to Defendants' locations in Orange County), which preparations included as participants Scott Grzencyk, Esq. of Liaison Counsel Gerard Gibbs, as well as Alan Mansfield, Esq. of Whatley Kallas and others.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed December 23, 2014, at San Clemente, California.



THOMAS D. MAURIELLO