

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Vanessa Flores v. Nissan North America, Inc.

Flores v. Nissan North America, Inc. · No. 8:25-CV-00859-SRM-JDE · Decided August 12, 2025

SUMMARY

The United States District Court for the Central District of California orders the parties to show cause why a single judgment should not include both Nissan’s Rule 68 payment of \$46,665.50 and any attorneys’ fees and costs recoverable under California’s Song-Beverly Consumer Warranty Act. The court sets a deadline of September 12, 2025, for a stipulation or a motion regarding fees and costs and states that failure to do so will result in judgment for \$46,665.50 without fees or costs.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Serena R. Murillo
JURISDICTION	United States District Court for the Central District of California
DECIDED	August 12, 2025
DOCKET	8:25-CV-00859-SRM-JDE
DISPOSITION	other
PROCEDURAL POSTURE	After Defendant filed notice that Plaintiff accepted a Rule 68 offer of judgment, the court issued an order to show cause concerning whether judgment should include attorneys' fees and costs under the Song-Beverly Consumer Warranty Act.
PRECEDENTIAL VALUE	unpublished

TOPICS

- offer of judgment
- attorney fees
- costs
- consumer protection
- civil procedure

PRACTICE AREAS

- civil procedure
- consumer protection
- remedies

QUESTIONS PRESENTED

- Whether the court should immediately enter judgment after Plaintiff accepted Nissan's Rule 68 offer.

2. Whether a single judgment should include the \$46,665.50 compromise amount and any attorneys' fees and costs recoverable under California Civil Code section 1794(d).

HOLDINGS

1. The court declined to enter judgment immediately and ordered the parties to show cause why judgment should not await resolution of attorneys' fees and costs.
2. The court directed the parties either to stipulate to entry of judgment addressing fees and costs or, if they could not agree, directed Flores to file an appropriate motion by September 12, 2025; absent an appropriate filing, the court would enter judgment for \$46,665.50 with no fees or costs awarded.

KEY QUOTATIONS

"If, within 14 days after being served [an offer to allow judgment on specified terms], the opposing party serves written notice accepting the offer, either party may then file the offer and notice of acceptance, plus proof of service. The clerk must then enter judgment." (at 1)

"Considering the terms of the offer and that this action was brought pursuant to the Song-Beverly Consumer Warranty Act, the Court declines to enter judgment at this time. Rather, the Court is inclined to issue a single judgment based on Nissan's Rule 68 offer, to include both the \$46,665.50 and any attorneys' fees and costs awarded." (at 1-2)

FACTUAL BACKGROUND

Nissan offered judgment under Federal Rule of Civil Procedure 68, and Plaintiff Vanessa Flores accepted the offer. The parties agreed that Nissan would pay \$46,665.50, representing the price of the allegedly defective vehicle, incidental and consequential damages, and civil penalties. The parties also agreed that Flores retained the right to seek attorneys' fees and costs under California Civil Code section 1794(d).

PROCEDURAL HISTORY

Nissan filed a notice of Plaintiff's acceptance of Nissan's Rule 68 offer of judgment. The parties agreed that Nissan would pay \$46,665.50 and that Plaintiff could seek attorneys' fees and costs under California Civil Code section 1794(d). Rather than immediately enter judgment, the court ordered the parties to show cause why a single judgment including fees and costs should not be entered and set a deadline for a stipulation or fee motion.

DISPOSITION

other

CASES CITED

- Shaw v. Ford Motor Co., 2020 WL 57273, at *6 & n.4 (C.D. Cal. Jan. 3, 2020)

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