

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PRECEDENTIAL VALUE	unpublished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)

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 CASE NO. 8:25-CV-00859-SRM-JDE 11 VANESSA FLORES, 12 Plaintiff,
ORDER TO SHOW CAUSE REGARDING NOTICE OF 13 v. PLAINTIFF’S ACCEPTANCE
OF 14 NISSAN NORTH AMERICA, INC., et DEFENDANT’S OFFER OF al., JUDGMENT
PURSUANT TO 15 FEDERAL RULES OF CIVIL 16 Defendants. PROCEDURE, RULE 68 [14]
17 18 Defendant Nissan North America, Inc. filed a Notice of Plaintiff’s Acceptance of 19
Defendant’s Offer of Judgment Pursuant to Federal Rules of Civil Procedure, Rule 68.

20 Dkt. 14. Under Federal Rule of Civil Procedure 68(a), the parties have resolved this 21 matter
and have agreed that Nissan will pay Plaintiff Vanessa Flores \$46,665.50. Dkt. 22 14-1 ¶ 2. This
amount represents the price of the allegedly defective vehicle, including all 23 incidental and
consequential damages and civil penalties. Id. The parties have also agreed 24 that Flores will
retain the right to move for attorneys’ fees and costs under California 25 Civil Code § 1794(d) at
some unspecified time in the future.

Id. ¶ 3. 26 Federal Rule of Civil Procedure 68 provides as follows: “If, within 14 days after 27
being served [an offer to allow judgment on specified terms], the opposing party serves 28 written
notice accepting the offer, either party may then file the offer and notice of 1 acceptance, plus
proof of service.

The clerk must then enter judgment.” See Fed. R. Civ. 2 P. 68(a). Considering the terms of the
offer and that this action was brought pursuant to 3 the Song-Beverly Consumer Warranty Act, the
Court declines to enter judgment at this 4 time. Rather, the Court is inclined to issue a single
judgment based on Nissan’s Rule 68 5 offer, to include both the \$46,665.50 and any attorneys’ fees
and costs awarded.

See Cal. 6 Civ. Code § 1794(d) (“If the buyer prevails in an action under this section, the buyer
shall 7 be allowed by the court to recover as part of the judgment a sum equal to the aggregate 8
amount of costs and expenses, including attorney’s fees based on actual time expended, 9
determined by the court to have been reasonably incurred by the buyer in connection with 10 the
commencement and prosecution of such action.”) (emphasis added)); see also Shaw v. 11 Ford
Motor Co., 2020 WL 57273, at *6 & n.4 (C.D.

Cal. Jan. 3, 2020) (determining the 12 appropriate amount of fees and costs in a case where a Rule
68 offer had been made in 13 which the defendant offered \$15,000 in fees or for a court-
determined amount of fees, 14 and the plaintiff chose the latter, with the court expressly noting
that “[n]o judgment has 15 yet been entered in this case”). 16 As the Rule 68 Offer includes that
Flores may elect to have the Court determine 17 attorneys’ fees, costs, and expenses recoverable in
this case, including whether they are 18 recoverable and the amounts by noticed motion, the Court
ORDERS as follows: 19 1.

The parties shall SHOW CAUSE as to why a single judgment that 20 includes fees and costs should not be issued; 21 2. If the parties come to an agreement on the issue of fees and costs, they 22 should file a stipulation regarding entry of judgment on or before 23 September 12, 2025; 24 3. If the parties cannot agree on the issue of fees and costs, Flores shall 25 file an appropriate motion on or before September 12, 2025; 26 4.

Failure to file an appropriate document or seek other appropriate relief 27 by September 12, 2025, will result in the court entering judgment in 28 favor of Flores and against Nissan in the amount of \$46,665.50 1 pursuant to the parties' compromise, with no fees or costs awarded; 2 and 3 5. All deadlines and proceedings in this case shall be VACATED and 4 taken off calendar.

5 IT IS SO ORDERED. lula 7 || Dated: August 12, 2025 8 HON. SERENA R. MURILLO 9 UNITED STATES DISTRICT JUDGE 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28