

**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

OPINION

Vanessa Flores v. Nissan North America, Inc.

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

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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 be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney’s fees based on actual time expended, determined by the court to have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action.”) (emphasis added)); see also *Shaw v. Ford Motor Co.*, 2020 WL 57273, at *6 & n.4 (C.D. Cal. Jan. 3, 2020) (determining the appropriate amount of fees and costs in a case where a Rule 68 offer had been made in which the defendant offered \$15,000 in fees or for a court-determined amount of fees, and the plaintiff chose the latter, with the court expressly noting that “[n]o judgment has yet been entered in this case”). As the Rule 68 Offer includes that Flores may elect to have the Court determine attorneys’ fees, costs, and expenses recoverable in this case, including whether they are recoverable and the amounts by noticed motion, the Court ORDERS as follows: 1. The parties shall SHOW CAUSE as to why a single judgment that includes fees and costs should not be issued; 2. If the parties come to an agreement on the issue of fees and costs, they should file a stipulation regarding entry of judgment on or before

September 12, 2025;

3. If the parties cannot agree on the issue of fees and costs, Flores shall file an appropriate motion on or before September 12, 2025; 4. Failure to file an appropriate document or seek other appropriate relief by September 12, 2025, will result in the court entering judgment in favor of Flores and against Nissan in the amount of \$46,665.50 pursuant to the parties’ compromise, with no fees or costs awarded; 5. All deadlines and proceedings in this case shall be VACATED and taken off calendar. IT IS SO ORDERED. Dated: August 12, 2025

HON. SERENA R. MURILLO

UNITED STATES DISTRICT JUDGE

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