

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Suzette Eaton v. FCA US LLC

Eaton · No. 5:23-cv-01707-SRM-KSx · Decided April 23, 2025

SUMMARY

The United States District Court for the Central District of California declined to immediately enter judgment under Federal Rule of Civil Procedure 68 in a Song-Beverly Consumer Warranty Act action. The court ordered the parties to show cause why a single judgment including attorney's fees and costs should not be entered, set a deadline for resolving or briefing those issues, and warned that judgment would otherwise be entered for \$60,791.68 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	April 23, 2025
DOCKET	5:23-cv-01707-SRM-KSx
DISPOSITION	other
PROCEDURAL POSTURE	The parties requested entry of judgment under Federal Rule of Civil Procedure 68(a) following an agreement resolving the action. The court declined to enter judgment immediately and issued an order to show cause concerning whether the judgment should include attorney fees and costs.
PRECEDENTIAL VALUE	unpublished district court order; nonprecedential
PARTIES	Suzette Eaton v. FCA US, LLC

TOPICS

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

PRACTICE AREAS

- civil procedure
- consumer protection
- remedies

QUESTIONS PRESENTED

1. Whether the court should enter judgment under Federal Rule of Civil Procedure 68(a) before determining the attorney fees and costs recoverable under the Song-Beverly Consumer Warranty Act.
2. Whether a single judgment should include both the \$60,791.68 compromise payment and any attorney fees and costs awarded by the court.

HOLDINGS

1. The court declined to enter judgment at that time because the Rule 68 offer contemplated that attorney fees, costs, and expenses could be determined by the court, and the action was subject to the Song-Beverly Act's provision allowing those amounts as part of the judgment.
2. The parties were ordered to show cause why a single judgment including the \$60,791.68 payment and any awarded attorney fees and costs should not be issued.

KEY QUOTATIONS

“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.” (at 1)

“Rather, the Court is inclined to issue a single judgment based on the Rule 68 Offer, to include both the \$60,791.68 and any attorney fees and costs awarded.” (at 1)

“The parties shall SHOW CAUSE as to why a single judgment that includes fees and costs should not be issued;” (at 2)

FACTUAL BACKGROUND

The parties agreed to resolve the matter in its entirety through a Rule 68 offer and acceptance. FCA agreed to pay Eaton \$60,791.68, together with attorney fees, costs, and expenses to be determined by the court through a noticed motion. The action was brought under the Song-Beverly Consumer Warranty Act, which provides for recovery of reasonably incurred attorney fees and costs as part of the judgment when the buyer prevails.

PROCEDURAL HISTORY

Eaton and FCA agreed to resolve the action, with FCA agreeing to pay Eaton \$60,791.68 and attorney fees, costs, and expenses in an amount to be determined by noticed motion. They jointly requested entry of judgment under Rule 68(a). The court ordered the parties to show cause why a single judgment including fees and costs should not be entered, required either a stipulation or a fee motion by May 19, 2025, vacated all deadlines and proceedings, and stated that absent an appropriate filing it would enter judgment for \$60,791.68 with no fees or costs.

DISPOSITION

other

CASES CITED

- Shaw v. Ford Motor Co., 2020 WL 57273 (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 11 SUZETTE EATON, C ase No. 5:23-cv-01707-SRM-KSx 12 Plaintiff, 13 v.
ORDER TO SHOW CAUSE 14 FCA US, LLC, et al., REGARDING REQUEST FOR ENTRY
OF JUDGMENT PURSUANT TO 15 Defendants. FRCP 68(A) 16 17 18 19 Plaintiff Suzette
Eaton and Defendant FCA US, LLC request that this Court enter 20 judgment under Federal Rule
of Civil Procedure 68(a).

(Dkt. 37, Req. at 1.) The parties 21 agreed to resolve this matter in its entirety and that judgment
be entered in favor of Eaton 22 and against FCA. (Id. Ex. 1.) Relevant here, FCA agreed to pay
Eaton \$60,791.68 and her 23 “attorney’s fees, costs and expenses in an amount to be determined
by noticed motion to 24 the Court.” (Id.) 25 Rule 68 provides as follows: “If, within 14 days after
being served [an offer to 26 allow judgment on specified terms], the opposing party serves written
notice accepting 27 the offer, either party may then file the offer and notice of acceptance, plus
proof of 28 service.

The clerk must then enter judgment.” See Fed. R. Civ. P. 68(a). Considering the 1 terms of the
offer and that this action was brought pursuant to the Song-Beverly 2 Consumer Warranty Act, the
Court declines to enter judgment at this time. Rather, the 3 Court is inclined to issue a single
judgment based on the Rule 68 Offer, to include both 4 the \$60,791.68 and any attorney fees and
costs awarded.

See Cal. Civ. Code § 1794(d) 5 (“If the buyer prevails in an action under this section, the buyer
shall be allowed by the 6 court to recover as part of the judgment a sum equal to the aggregate
amount of costs and 7 expenses, including attorney’s fees based on actual time expended,
determined by the 8 court to have been reasonably incurred by the buyer in connection with the 9
commencement and prosecution of such action.”) (emphasis added)); see also Shaw v. 10 Ford
Motor Co., 2020 WL 57273, at *6 & n.4 (C.D.

Cal. Jan. 3, 2020) (determining the 11 appropriate amount of fees and costs in a case where a Rule
68 offer had been made in 12 which the defendant offered \$15,000 in fees or for a court-
determined amount of fees, 13 and the plaintiff chose the latter, with the court expressly noting
that “[n]o judgment has 14 yet been entered in this case”). 15 As the Rule 68 Offer includes that
Eaton may elect to have the Court determine 16 attorney’s fees, costs, and expenses recoverable in
this case, including whether they are 17 recoverable and the amounts by noticed motion, the Court
ORDERS as follows: 18 1.

The parties shall SHOW CAUSE as to why a single judgment that 19 includes fees and costs
should not be issued; 20 2. If the parties come to an agreement on the issue of fees and costs, they

21 should file a stipulation regarding entry of judgment on or before May 22 19, 2025; 23 3. If the parties cannot agree on the issue of fees and costs, Eaton shall 24 file an appropriate motion on or before May 19, 2025; 25 4.

Failure to file an appropriate document or seek other appropriate relief 26 on or before May 19, 2025, will result in the court entering judgment 27 in favor of Eaton and against FCA in the amount of \$60,791.68 28 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. Wa 7 || Dated: April 23, 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