

**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

OPINION

Suzette Eaton v. FCA US LLC

PER CURIAM.

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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 yet been entered in this case”). As the Rule 68 Offer includes that Eaton may elect to have the Court determine attorney’s 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 May 22, 2025; 3. If the parties cannot agree on the issue of fees and costs, Eaton shall file an appropriate motion on or before May 19, 2025; 4. Failure to file an appropriate document or seek other appropriate relief on or before May 19, 2025, will result in the court entering judgment in favor of Eaton and against FCA in the amount of \$60,791.68 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. Wa || Dated: April 23, 2025

HON. SERENA R. MURILLO

UNITED STATES DISTRICT JUDGE

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