

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Rule 68(a) states, in relevant part:

At least 14 days before the date set for trial, a party defending against a claim may serve on an opposing party an offer to allow judgment on specified terms, with the costs then accrued. If, within 14 days after being served, 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.


It is widely accepted that “[t]he [Rule 68] offer, once made, is non-negotiable; it is either accepted, in which case it is automatically entered by the clerk of court, or rejected, in which case it stands as the marker by which the plaintiff’s results are ultimately measured.” *Nusom v. Comh Woodburn, Inc.*, 122 F.3d 830, 834 (9th Cir. 1997).

In this matter the Rule 68 offer was made at least fourteen days before the trial date and the offer was accepted within fourteen days of service. Plaintiff has since filed the offer and notice of acceptance as well as a proof of service with the court. Accordingly, because the procedural requirements of Rule 68 have been met:

- 1) The Clerk of the Court is directed to enter judgment in favor of plaintiff and against defendant F & H Pizza Inc., d/b/a Little Caesar’s Pizza; and
- 2) Defendant F & H Pizza Inc., d/b/a Little Caesar’s Pizza is dismissed from this action as a result of the judgment.

IT IS SO ORDERED.

Dated: July 1, 2016



UNITED STATES DISTRICT JUDGE