

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

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

CARLA SEKULA,  
Plaintiff,  
v.  
FCA US LLC,  
Defendant.

No. 1:17-cv-00460-DAD-JLT

ORDER ENTERING JUDGMENT IN FAVOR  
OF PLAINTIFF CARLA SEKULA AND  
AGAINST DEFENDANT FCA US LLC

(Doc. No. 79)

A jury trial was scheduled to commence in this action on February 26, 2019, however, that date was vacated on February 25, 2019 after the parties informed the court that they had reached a settlement. (Doc. No. 78.) On February 26, 2019, plaintiff Carla Sekula filed defendant FCA US LLC’s offer of judgment pursuant to Federal Rule of Civil Procedure 68(a). (Doc. No. 79.) That filing also contained plaintiff’s notice of acceptance of defendant’s offer of judgement. (*See id.* at 4.) The offer of judgment allows judgment to be entered against defendant and in favor of plaintiff in the amount of \$142,000.00 and is intended to “resolve and dismiss with prejudice all claims asserted, or [that] could have been asserted, by Plaintiff against FCA US in the above-captioned matter.”<sup>1</sup> (*Id.* at 2.) The offer of judgment is dated February 21, 2019.

---

<sup>1</sup> As per the offer of judgment, the parties agree that plaintiff is also entitled to a “sum equal to the aggregate amount of costs and expenses, including attorneys’ fees . . . , to be determined by the court if the parties cannot agree.” (Doc. No. 79 at 2.)

1 (Id. at 3.) On February 25, 2019, plaintiff signed and accepted the offer of judgment. (Id. at 4.)

2 Rule 68(a) states, in relevant part:

3 At least 14 days before the date set for trial, a party defending against  
4 a claim may serve on an opposing party an offer to allow judgment  
5 on specified terms, with the costs then accrued. If, within 14 days  
6 after being served, the opposing party serves written notice accepting  
7 the offer, either party may then file the offer and notice of acceptance,  
8 plus proof of service. The clerk must then enter judgment.

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

13 In this matter, the Rule 68 offer was made only five days prior to the scheduled jury trial  
14 date. However, the parties have filed a stipulation, wherein they “agree[] to waive the required  
15 fourteen (14) day service period” under Rule 68. (Doc. No. 82 at 2.) Plaintiff accepted the offer  
16 of judgment within fourteen days of receiving it. Finally, plaintiff has since filed the offer and  
17 notice of acceptance as well as a proof of service with the court. (*See* Doc. No. 79.)

18 Accordingly, because the procedural requirements of Rule 68 have been met or waived:

- 19 1) The Clerk of the Court is directed to enter judgment in favor of plaintiff Carla  
20 Sekula and against defendant FCA US LLC in the amount of \$142,000; and
- 21 2) The Clerk of the Court is directed to close this case.

22 IT IS SO ORDERED.

23 Dated: March 8, 2019

24   
25 \_\_\_\_\_  
26 UNITED STATES DISTRICT JUDGE