

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

| | | |
|-------------------------|---|---------------------------|
| ERICA DIGGS, |) | |
| Plaintiff, |) | |
| |) | No. 1:15-cv-1260 |
| -v- |) | |
| |) | HONORABLE PAUL L. MALONEY |
| STELLAR RECOVERY, INC., |) | |
| Defendant. |) | |
| |) | |

JUDGMENT

“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.*” Fed. R. Civ. P. 68(a) (emphasis added).

Plaintiff has filed a notice of her acceptance of Defendant’s offer of judgment. (ECF No. 9). Pursuant to Fed. R. Civ. P. 58 and 68(a), **JUDGMENT** hereby enters in favor of Plaintiff and against Defendant for \$3,500.00, inclusive of damages, attorney fees, and costs.¹

IT IS SO ORDERED.

Date: May 3, 2016

/s/ Paul L. Maloney
Paul L. Maloney
United States District Judge

¹ Plaintiff suggested that she “intend[ed] to file a Satisfaction and Judgment and Notice of Dismissal shortly” after judgment was paid. However, a notice of dismissal under Fed. R. Civ. P. 41 does not apply in the case of an accepted offer of judgment under Fed. R. Civ. P. 68(a).