

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

Jasjeet Dhillon, Kamal Creations, Inc., Jasjeet Dhillon, Inc., J and K
Convenience Store, Inc., Jassi and Mirna, Inc., and K & A
Convenience Stores, Inc. v. 7-Eleven, Inc. and Does 1-10

Dhillon v. 7-Eleven · No. 3:23-cv-02335-JES-JLB · Decided September 3, 2025

SUMMARY

The United States District Court for the Southern District of California denied 7-Eleven, Inc.’s motion for reconsideration of the court’s partial denial of its motion to dismiss. The court also denied 7-Eleven’s alternative request to certify two issues for interlocutory appeal under 28 U.S.C. § 1292(b).

CASE DETAILS

COURT	United States District Court for the Southern District of California
WRITING FOR THE COURT	James E. Simmons Jr.
JURISDICTION	United States District Court for the Southern District of California
DECIDED	September 3, 2025
DOCKET	3:23-cv-02335-JES-JLB
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for reconsideration of the court's prior order granting in part and denying in part its motion to dismiss for failure to state a claim, and alternatively sought certification of two issues for interlocutory appeal under 28 U.S.C. § 1292(b).
STANDARD OF REVIEW	Reconsideration of an interlocutory order is generally appropriate upon newly discovered evidence, clear error or manifest injustice, or an intervening change in controlling law. Certification under 28 U.S.C. § 1292(b) requires a controlling question of law, substantial ground for difference of opinion, and that immediate appeal may materially advance termination of the litigation; the moving party bears the burden.
PRECEDENTIAL VALUE	Unknown
PARTIES	Jasjeet Dhillon, Kamal Creations, Inc., Jasjeet Dhillon, Inc., J and K Convenience Store, Inc., Jassi and Mirna, Inc., K & A Convenience

TOPICS

motion for reconsideration interlocutory appeal contracts breach of contract civil procedure

PRACTICE AREAS

civil procedure appellate procedure contracts commercial litigation

QUESTIONS PRESENTED

1. Whether reconsideration of the court's prior interlocutory ruling was warranted because the court allegedly relied on claims or allegations not asserted in the Second Amended Complaint.
2. Whether the court should certify two issues for interlocutory appeal under 28 U.S.C. § 1292(b).

HOLDINGS

1. Reconsideration was not warranted because 7-Eleven did not establish newly discovered evidence, clear error or manifest injustice, or an intervening change in controlling law. The breach-of-contract claims at issue depended on the enforceability of the Sales Opportunity Agreement, an issue the court would not adjudicate on a motion to dismiss.
2. Certification for interlocutory appeal was denied because 7-Eleven failed to show a substantial ground for difference of opinion or otherwise satisfy the requirements of 28 U.S.C. § 1292(b).

KEY QUOTATIONS

“Generally, where a district court ‘has jurisdiction over the case, ... it possesses the inherent procedural power to reconsider, rescind, or modify an interlocutory order for cause seen by it to be sufficient.’” (at 1)

“Interlocutory appeal under 28 U.S.C. § 1292(b) is appropriate only in extraordinary cases and is not intended merely to provide review of difficult rulings in hard cases.” (at 3)

“One party's strong disagreement with a court's ruling does not suffice to establish a substantial ground for difference of opinion.” (at 4)

FACTUAL BACKGROUND

Plaintiffs asserted breach-of-contract claims arising from franchise agreements with 7-Eleven. 7-Eleven executed a Sales Opportunity Agreement under which Jasjeet Dhillon allegedly released all of his claims, and plaintiffs alleged that the agreement was entered into under duress. 7-Eleven argued that its franchise agreements authorized immediate termination and that the plaintiffs' claims were based exclusively on the franchise agreements rather than on the enforceability of the Sales Opportunity Agreement.

PROCEDURAL HISTORY

At oral argument on May 14, 2025, the court granted in part and denied in part 7-Eleven's motion to dismiss. 7-Eleven then moved for reconsideration, arguing that the court had relied on claims or allegations not asserted in

the Second Amended Complaint, and alternatively requested interlocutory-appeal certification. The court denied both requests.

DISPOSITION

other

CASES CITED

- City of Los Angeles, Harbor Division v. Santa Monica Baykeeper, 254 F.3d 882, 889 (9th Cir. 2001)
- School District No. 1J, Multnomah County, Oregon v. ACandS, Inc., 5 F.3d 1255, 1263 (9th Cir. 1993)
- U.S. Rubber Co. v. Wright, 359 F.2d 784, 785 (9th Cir. 1966)
- Reese v. BP Exploration (Alaska) Inc., 643 F.3d 681, 688-89 (9th Cir. 2011)
- Couch v. Telescope, 611 F.3d 629, 633 (9th Cir. 2010)

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