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December 20, 2013

**Via ECF and FedEx**

Hon. Michael A. Shipp  
United States District Judge  
U.S. District Court, District of New Jersey  
Clarkson S. Fisher Building & U.S. Courthouse  
402 East State Street Room 2020  
Trenton, NJ 08608

**Re: 7-Eleven, Inc. v. Karamjeet Sodhi, et al., No. 3:13-cv-03715-MAS-DEA  
Withdrawal of Motion for Mandatory Preliminary Injunction**

Dear Judge Shipp:

We represent 7-Eleven, Inc. ("7-Eleven"), plaintiff in the above-referenced action.

By Notice of Motion dated July 31, 2013 (Doc. 31), 7-Eleven moved for an Order enjoining defendant Karamjeet Sodhi ("Sodhi") to vacate and surrender possession of the six (6) 7-Eleven® convenience stores theretofore franchised to Sodhi immediately upon 7-Eleven's demand for possession. By Amended Stipulation and Order signed by Your Honor on October 15, 2013 (Doc. 73), Your Honor scheduled an 8-day evidentiary hearing on such motion to commence February 18, 2014. In decretal paragraph 2, the parties were directed to file certain papers two weeks in advance of such hearing.

**7-Eleven hereby withdraws its Motion for a Mandatory Preliminary Injunction.**

Decretal paragraph 2 has become moot because of 7-Eleven's withdrawal of its motion. Paragraphs 3 through 5 remain unaffected by the withdrawal of such motion.

Hon. Michael A. Shipp  
December 20, 2013  
Page 2

In particular, and for the avoidance of doubt, 7-Eleven intends fully to abide by the decretal provision of paragraph 3 of the Amended Stipulation and Order, which reads as follows:

. . . without prejudice to 7-Eleven's position that the Franchise Agreements heretofore have properly been terminated for good cause, pending further Order of the Court, the six (6) Franchise Agreements between 7-Eleven and Sodhi shall be deemed to continue in full force and effect, including (i) continuation of its financing of the operation of the Stores, (ii) processing the Stores' payroll, (iii) refraining from removing any additional equipment from the Stores, and (iv) refraining from interference with Sodhi's business relationship with vendors.

It is recommended that discovery continue to be supervised by the Magistrate Judge, but that it proceed in a manner designed to enable the parties to proceed to a trial on the merits reasonably promptly and that decretal paragraph 9 be modified as deemed appropriate by the Magistrate Judge.

For the Court's convenience, 7-Eleven's Notice of Motion (Doc. 31) and the Amended Stipulation and Order (Doc. 73) are attached to this letter.

Thank you for your cooperation and courtesies.

Respectfully,

DUANE MORRIS LLP



Stephen Sussman

SS/ap

cc: Hon. Douglas E. Arpert (*via ECF and FedEx*)  
Gerald A. Marks, Esq. (*via E-mail*)  
Evan Goldman, Esq. (*via E-mail*)  
Susan V. Metcalfe, Esq.  
Sheila Raftery Wiggins, Esq.

# EXHIBIT A

**DUANE MORRIS LLP**  
**A Delaware Limited Liability Partnership**

By: Stephen Sussman  
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*Attorneys for Plaintiff, 7-Eleven, Inc.*

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

7-ELEVEN, INC.,	:	
Plaintiff,	:	
v.	:	No. 3:13-cv-03715-MAS-DEA
KARAMJEET SODHI, MANJINDER SINGH,	:	<b>NOTICE OF MOTION</b>
KARAMJIT SINGH and DOES 1 through 50,	:	<b>FOR A MANDATORY</b>
inclusive,	:	<b><u>PRELIMINARY INJUNCTION</u></b>
Defendants.	:	

TO: Gerald Marks, Esquire  
Marks & Klein LLP  
63 Riverside Avenue  
Red Bank, New Jersey 07701  
*Attorneys for Defendants*

**PLEASE TAKE NOTICE** that upon the accompanying Declarations of James Passarella, Brian Padgett. each executed July 31, 2013, and the Declaration of Amarjit Kauer, executed July 30, 2013, together with the exhibits thereto, and upon all of the pleadings and proceedings had herein, plaintiff, 7-Eleven, Inc. ("7-Eleven") will move this Court, at the Courthouse thereof, 402 East State Street, Trenton, New Jersey, Courtroom 7W, on the 16<sup>th</sup> day of September, 2013, at 9:30 o'clock in the forenoon, at the commencement of the scheduled

evidentiary hearing, for an Order, pursuant to Fed.R.Civ.P. 65, for a Preliminary Injunction enjoining defendant, Karamjeet Sodhi (“Sodhi”), a terminated 7-Eleven® franchisee, to vacate and surrender possession of the six (6) 7-Eleven® convenience store premises heretofore franchised to Sodhi, located at (i) 1200 S. Ave. W. and Crossway Pl., Westfield, New Jersey 07090, (ii) 463-467 Avenue C, Bayonne, New Jersey 07002, (iii) 1189 Route 9 North, Old Bridge, New Jersey 08857, (iv) 527 Florida Grove Road, Perth Amboy, New Jersey 08861, (v) 100 Lindbergh Rd, Newark, New Jersey 07114 and (vi) 1299 Roosevelt Avenue, Carteret, New Jersey 07008 immediately upon 7-Eleven’s demand for possession.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Stipulation and Order filed herein on July 16, 2013 (Doc. No. 25), Sodhi’s papers in opposition to 7-Eleven’s motion for a mandatory preliminary injunction shall be served and filed on or prior to August 15, 2013, and 7-Eleven’s reply papers, if any, in support of its motion for mandatory preliminary injunctive relief shall be served and filed on or prior to August 23, 2013.

Dated: July 31, 2013

/s/ Stephen Sussman  
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*Attorneys for Plaintiff, 7-Eleven, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on July 31, 2013, I electronically filed the foregoing Notice of Motion for a Mandatory Preliminary Injunction with the Clerk of the District Court using the CM/ECF system, which sent notifications of such filings to all parties registered to receive notice via that service.

Dated: July 31, 2013

*s/s Stephen Sussman*  
Stephen Sussman  
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*Attorneys for Plaintiff, 7-Eleven, Inc.*

# EXHIBIT B

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

7-ELEVEN, INC.,

Plaintiff,

v.

KARAMJEET SODHI, MANJINDER  
SINGH, KARAMJIT SINGH and DOES 1  
through 50, inclusive,

Defendants.

No. 3:13-cv-03715-MAS-DEA

**AMENDED**  
**STIPULATION AND ORDER**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys of record for plaintiff 7-Eleven, Inc. ("7-Eleven"), and attorneys of record for defendants Karamjeet Sodhi ("Sodhi"), Manjinder Singh and Karamjit Singh (collectively, "Defendants"), as follows:

1. An evidentiary hearing on 7-Eleven's Motion for a Preliminary Injunction compelling the surrender to 7-Eleven of the six 7-Eleven® stores ("Stores") franchised by 7-Eleven to Sodhi shall commence on February 18, 2014, at ~~9:30 a.m.~~ <sup>1:30 p.m.</sup> and shall continue from day to day until completed, provided further that, absent further Order of the Court, the evidentiary hearing shall encompass no more than eight (8) days.



2. On or prior to February 4, 2014, the parties shall simultaneously serve and file with the Court such parties' proposed findings of fact, conclusions of law, Trial Brief and pre-marked Exhibits.

3. Defendants' Motion for a Preliminary Injunction is withdrawn, without prejudice. Notwithstanding such withdrawal, and without prejudice to 7-Eleven's position that the Franchise Agreements heretofore have properly been terminated for good cause, pending further Order of the Court, the six (6) Franchise Agreements between 7-Eleven and Sodhi shall be deemed to continue in full force and effect, and 7-Eleven shall treat such Agreements as though they continue in full force and effect, including (i) continuation of its financing of the operation of the Stores, (ii) processing the Stores' payroll, (iii) refraining from removing any additional equipment from the Stores, and (iv) refraining from interference with Sodhi's business relationships with vendors.

4. The Temporary Restraining Order filed July 3, 2013 is vacated and the security of \$50,000 heretofore deposited by Sodhi as security for damages resulting from the issuance of the temporary restraints is hereby released; and the Clerk of the Court is requested to release such funds to Sodhi or to his counsel, Marks & Klein LLP.

5. Promptly following entry of the Stipulation and Order, Sodhi shall, subject to the approval of the Court, withdraw the complaint against Fareed Siddiqui pending in the Bayonne Municipal Court, No. S-2013-785.

6. The parties may file reply papers on or prior to October 25, 2013 in respect of their respective motions for suppression of evidence and adverse inferences premised on spoliation of evidence.

7. 7-Eleven shall respond on or prior to October 25, 2013 to Defendants' outstanding requests for documents concerning 7-Eleven's communications with the government concerning Sodhi.

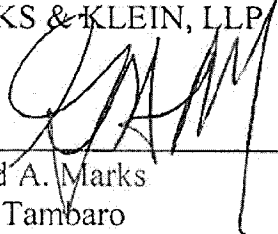
8. Sodhi shall produce his Federal income tax return for the year 2012 on or prior to October 18, 2013, and shall use his best efforts to cause his accountant to produce, on or prior to October 25, 2013, all tax-related records heretofore requested to 7-Eleven.

9. Subject to further Orders from this Court and from Magistrate Judge Douglas Arpert, who shall continue to supervise discovery in this action, 7-Eleven may conduct up to three (3) days of depositions of parties and non-parties and Defendants (collectively) may conduct up to three (3) days of depositions of parties and non-parties provided that no individual deposition shall consume more than seven (7) hours of testimony.

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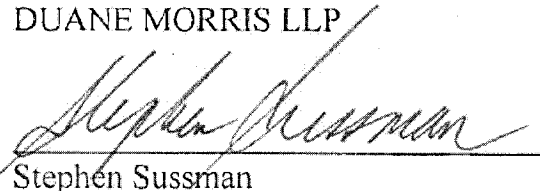
Dated: October 9, 2013

MARKS & KLEIN, LLP

  
\_\_\_\_\_  
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*Attorneys for Defendant*


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*Counsel for Plaintiff, 7-Eleven, Inc.*

**SO ORDERED**

  
\_\_\_\_\_  
HON. MICHAEL A. SHIPP  
UNITED STATES DISTRICT JUDGE

Dated: Trenton, New Jersey  
October 15, 2013