

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA**

JAJEEVAN K. DHALIWAL, and MOHINDER S. GILL,

Plaintiffs,

v.

KS CHANDI & SONS, INC., et al.,

Defendants.

1:13-cv-00484-LJO-SKO

**ORDER TO SHOW CAUSE:
IMMEDIATE ACTION REQUIRED**

(Jury Trial 10-15-2014)

ORDER TO SHOW CAUSE

The first of two causes of action set to go to trial on October 15, 2014 is for breach of contract of the July 15, 2008 Promissory Note, signed by Nirmal Singh on behalf of Defendant Chandi & Sons, Inc., and by Plaintiffs Jagjeevan Dhaliwal and Mohinder Gill.

The parties have referred to and directed the Court's attention to portions of the Promissory Note. (Doc. 14 Exh. H). The Court now has received and reviewed the entire Promissory Note.

The Promissory Note contains a binding arbitration clause, as follows:

Any dispute or claim arising out of or in connection with any provision of this Agreement, will be finally settled by binding arbitration in the State of California in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules.

Id. The Promissory Note further provides:

Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

1 *Id.* Plaintiffs are not seeking equitable relief for their breach of contract claim; Plaintiffs are seeking
2 damages.

3 The Promissory Note further provides: “Any term of this Agreement may be amended or
4 waived only with the written consent of the parties.” *Id.* The Court has been provided with no written
5 document to indicate that the parties have amended or waived the Promissory Note’s binding
6 arbitration clause.

7 In light of the above, the parties are ORDERED TO SHOW CAUSE IN WRITING **by no later**
8 **than 4:30 PM on October 9, 2014** why this Court should not compel the parties to proceed to binding
9 arbitration as to Plaintiffs’ breach of contract claim in accordance with the terms of the Promissory
10 Note.

11 **SO ORDERED**

12 **Dated: October 9, 2014**

13 /s/ Lawrence J. O’Neill
14 **United States District Judge**
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