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19 and Counterclaimant Agrigenix, LLC

20 UNITED STATES DISTRICT COURT

21 EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

22 DEERPOINT GROUP, INC., an Illinois
23 corporation,

24 Plaintiff,

25 vs.

26 AGRIGENIX, LLC, a Delaware limited
27 liability company; SEAN MAHONEY, a
28 California individual; and CUSTOM AG
FORMULATORS, INC., a California
corporation,

Defendants.

Case No. 1:18-cv-00536-JLT-BAM

**STIPULATION FOR AN ORDER
GRANTING SUMMARY JUDGMENT IN
FAVOR OF DEFENDANT AGRIGENIX
LLC; ORDER**

Magistrate: Hon. Barbara A. McAuliffe

Trial Date: None Set

AND RELATED COUNTER-CLAIMS

1 Plaintiff Deerpoint Group, Inc. (“Plaintiff”) and defendants Agrigenix LLC and Sean
2 Mahoney (“Defendants”), by and through their respective counsel of record, hereby stipulate as
3 follows:

4 **Whereas:** Plaintiff and defendant Agrigenix, by counsel for Agrigenix’s bankruptcy
5 trustee, submitted a stipulated entry of judgment on all claims against Agrigenix, except for the
6 sixth cause of action for intentional interference with prospective business advantage, on July 14,
7 2023. (Docket No. 253.)

8 **Whereas:** The Court entered default against defendant Agrigenix on all claims, except for
9 the sixth cause of action for intentional interference with prospective business advantage, on July
10 28, 2023. (Docket Nos. 259, 260.)

11 **Whereas:** Agrigenix, by its counsel of record, Lewis Brisbois Bisgaard & Smith, LLP,
12 filed a motion for summary judgment along with Mr. Mahoney, which among other things, sought
13 to dismiss the sixth cause of action for intentional interference with prospective business
14 advantage against both Defendants on September 11, 2023. (Docket No. 265.)

15 **Whereas:** the Court granted summary judgment as to the sixth cause of action for
16 intentional interference with prospective business advantage against Mr. Mahoney, but did not
17 enter summary judgment in favor of Agrigenix on August 23, 2024, reasoning that:

18 Defendant Mahoney’s motion is labeled “Defendants Agrigenix and Sean
19 Mahoney’s Memorandum of Points and Authorities in Support of Their Motion
20 for Summary Judgment,” and Defendant Mahoney elsewhere refers to both
21 himself and Defendant Agrigenix, LLC (“Defendant Agrigenix” or “Agrigenix”)
22 regarding Defendant Mahoney only. (Docs. 259, 260.).
(Docket No. 297.)

23 **Whereas:** Defendants contend that the Court committed “clear error” in concluding that
24 the default applied to all causes of action, when the default in fact did not, and that summary
25 judgment should have been entered in favor of Agrigenix on the sixth cause of action for
26 intentional interference with prospective business advantage.

27 **Whereas:** Defendants met and conferred with Plaintiff in advance of filing a motion for
28 reconsideration on the basis of “clear error.”

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Whereas: Plaintiff responded:

Relative to your letter (copy attached), we do not believe that the Court committed clear error based on the reason it stated in the subject order as well as the objection we raised in opposition to the subject motion concerning your firm to continuing to purport to represent Agrigenix. Nonetheless, we are willing to agree to the Court granting summary judgment in favor of Agrigenix on the interference claim so long as any such stipulation fully preserves Deerpoint’s right to appeal that decision on all available grounds (including again the [in]ability of your firm to continue to purport to represent Agrigenix in this case).

Wherefore: good cause exists to grant summary judgment in favor of Agrigenix on the sixth cause of action for intentional interference with prospective business advantage, provided that this stipulation does not prejudice any appellate rights that Plaintiff has preserved.

DATED: August 29, 2024

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 
GARY K. BRUCKER, JR.
Attorneys for Defendants Agrigenix, LLC and Sean Mahoney

DATED: August 29, 2024

STRUCTURE LAW GROUP, LLP

By: /s/ Jon Michaelson
JON MICHAELSON
Attorneys for Plaintiff Deerpoint, Inc.

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FEDERAL COURT PROOF OF SERVICE
Deerpoint Group, Inc. v. Agrigenix, LLC, et al.
Case No. 1:18-cv-00536-AWI-BAM

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

At the time of service, I was over 18 years of age and not a party to the action. My business address is 550 West C Street, Suite 1700, San Diego, CA 92101. I am employed in the office of a member of the bar of this Court at whose direction the service was made.

On August 29, 2024, I served the following document(s): STIPULATION FOR AN ORDER GRANTING SUMMARY JUDGMENT IN FAVOR OF DEFENDANT AGRIGIENIX LLC

The documents were served by the following means:

(BY COURT’S CM/ECF SYSTEM) Pursuant to Local Rule, I electronically filed the documents with the Clerk of the Court using the CM/ECF system, which sent notification of that filing to the persons listed above.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on August 29, 2024, at San Diego, California.

/s/ Brandi Sloane
Brandi Sloane

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ORDER

On August 29, 2024, the parties filed a stipulation for an order granting summary judgment in favor of Defendant Agrigenix as to Plaintiff’s Sixth Claim for Relief regarding Intentional Interference with Prospective Economic Advantage. (Doc. 303.) Given the parties’ clarification of this issue and good cause appearing, Defendant Agrigenix’s motion for summary judgment as to Plaintiff’s Sixth Claim for Relief for Intentional Interference with Prospective Economic Advantage is GRANTED. No part of this order should be construed as a waiver of Plaintiff’s right to appeal any and all preserved appellate issues.

IT IS SO ORDERED.

Dated: September 3, 2024

/s/ Barbara A. McAuliffe
UNITED STATES MAGISTRATE JUDGE