UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION

Edible Arrangements, LLC v. Cheikh Mboup, et al.

Mboup · No. 1:23-CV-1158-TWT · Decided March 13, 2026

SUMMARY

The United States District Court for the Northern District of Georgia addresses Edible Arrangements, LLC’s motions for sanctions, to strike, and for summary judgment in a fraud and breach of contract action against Cheikh Mboup and E.A. International LLC. The court strikes the defendants’ amended answer based on bad-faith discovery conduct, strikes allegations concerning alleged discriminatory statements by Edible’s executive, and grants summary judgment against the defendants’ counterclaims.

CASE DETAILS

COURT	United States District Court for the Northern District of Georgia, Atlanta Division
WRITING FOR THE COURT	Thomas W. Thrash, Jr.
JURISDICTION	United States District Court for the Northern District of Georgia, Atlanta Division
DECIDED	March 13, 2026
DOCKET	1:23-CV-1158-TWT
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for sanctions, to strike portions of defendants' counterclaims, and for summary judgment on defendants' counterclaims. The district court granted the sanctions motion in part, granted the motion to strike, and granted summary judgment on all remaining counterclaims.
STANDARD OF REVIEW	For summary judgment, the court viewed the evidence and drew reasonable inferences in the light most favorable to the nonmovants and granted relief only if no genuine dispute of material fact existed and the movant was entitled to judgment as a matter of law. For sanctions under Rule 37(c) and the court's inherent authority, the court applied a bad-faith and prejudice analysis. Motions to strike are generally disfavored, but the court may strike immaterial, impertinent, or scandalous matter under Rule 12(f).

PRECEDENTIAL VALUE	Unknown

TOPICS

sanctions · discovery dispute · summary judgment · breach of contract · civil procedure

PRACTICE AREAS

civil procedure · commercial litigation · contracts · torts · remedies

QUESTIONS PRESENTED

1. Whether defendants' discovery conduct and false testimony warranted striking their amended answer under Rule 37(c) or the court's inherent authority.
2. Whether allegations concerning the CEO's alleged discriminatory comments were immaterial, prejudicial, or likely to confuse the jury and should be stricken from the counterclaims.
3. Whether Edible was entitled to summary judgment on defendants' counterclaims for breach of contract and breach of the implied covenant of good faith and fair dealing based on the scope and duration of the employment agreement.
4. Whether defendants could proceed on their contract-based counterclaims without evidence supporting damages.

HOLDINGS

1. The court may strike defendants' amended answer under Rule 37(c) and its inherent authority where defendants willfully conceal material evidence, act in bad faith, and prejudice the opposing party, and lesser sanctions are inadequate.
2. Rule 37(d) sanctions were unavailable because the movant failed to satisfy the rule's certification and conferral requirement.
3. The court may strike allegations from a counterclaim sua sponte when they are irrelevant to the pleaded claims and likely to confuse the jury or unfairly prejudice the parties.
4. The offer letter, standing alone, did not establish entitlement to summary judgment because a genuine dispute existed concerning whether the parties' employment agreement was modified or supplemented by a course of dealing and discussions with Edible's CEO.
5. Edible was entitled to summary judgment on the contract and implied-covenant counterclaims because defendants failed to produce evidence supporting their claimed damages.

KEY QUOTATIONS

> *“These circumstances are not a case of “simple negligence, misunderstanding, or inability to comply” but rather willful conduct and bad faith.”* (at 15)

> *“Striking a pleading is a drastic but justified remedy in this case.”* (at 16)

FACTUAL BACKGROUND

Edible alleged that Mboup, while serving as its chief operating officer, deposited more than $1.2 million in vendor rebate checks and other payments into an E.A. International LLC account that he controlled. Defendants contended that Edible's CEO, Tariq Farid, authorized or knew about the arrangements and that the payments constituted compensation connected to other ventures. During discovery, defendants failed to disclose additional vendor checks totaling approximately $1.4 million and Mboup testified falsely about having attended or graduated from Lehigh University. Defendants' counterclaims relied on an offer-letter provision concerning outside business ventures and sought damages including lost business and reputational harm.

PROCEDURAL HISTORY

Edible Arrangements filed a fraud and breach of contract action against Cheikh Mboup and E.A. International LLC. Defendants filed an amended answer and counterclaims alleging breach of an employment agreement, breach of the covenant of good faith and fair dealing, and tortious interference with business relations. The court had previously dismissed the tortious-interference counterclaim, but defendants reincorporated it into a later pleading. Edible then filed the motions resolved by this Opinion and Order.

DISPOSITION

other

CASES CITED

- 851 F.3d 1218, 1223 (11th Cir. 2017)
- 568 U.S. 371, 382 (2013)
- 267 F.R.D. 407, 410 (N.D. Ga. 2009)
- 289 F.R.D. 697, 699 (S.D. Fla. 2013)
- 398 U.S. 144, 158-59 (1970)
- 477 U.S. 317, 323-24 (1986)
- 477 U.S. 242, 257 (1986)
- 992 F. Supp. 1390, 1406-07, 1411 (S.D. Ga. 1998)
- 987 F.2d 1536, 1542 (11th Cir. 1993)
- 203 F.R.D. 561, 573 (S.D. Fla. 2001)
- 261 F.R.D. 694, 702 (N.D. Ga. 2009)
- 2022 WL 2341168, at *9-*12 (S.D. Fla. May 16, 2022)
- 2022 WL 4017421 (S.D. Fla. Sept. 2, 2022)
- 2012 WL 12847231, at *2 (N.D. Ga. Nov. 8, 2012)
- 2018 WL 11343742, at *13 (N.D. Ga. Dec. 10, 2018)