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Western Kentucky Coca-Cola, Inc. v. Red Bull North America, Inc.

WKCC, a former distributor of Red Bull products in Kentucky, sued Red Bull and its current distributor, Royal Crown Bottling, after Red Bull terminated its distribution contract. WKCC alleged \$14 million in breach of contract and unjust enrichment damages. Red Bull won summary judgment on all claims after two years of litigation and showed the WKCC could not, as a matter of law, prove its damages. The Court relied on deposition testimony from WKCC that showed its damages were not the product of the alleged breach of contract. At the outset of the case, Red Bull filed a motion to dismiss all claims based on the legal principal that the contract alleged was an evergreen contract and could be terminated at will. The Court, while agreeing with the legal issues, allowed the claims to proceed but only to prove their claims that Red Bull did not provide “reasonable notice” of the termination. Being limited by this ruling throughout the case, WKCC was never able to show as a matter of that it has sustained any legally recognizable damages. WKCC agreed not to appeal in exchange for Red Bull withdrawing a motion for sanctions.

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