

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NEW YORK

United Pool Distribution, Inc. v. Custom Courier Solutions, Inc.

No. 22-CV-6314-FPG (W.D.N.Y. Dec. 10, 2025) · No. 22-CV-6314-FPG · Decided December 10, 2025

SUMMARY

The United States District Court for the Western District of New York resolves Defendant’s Rule 50 motion concerning Plaintiff’s entitlement to damages arising after expiration of a non-solicitation agreement. The Court permits Plaintiff to seek damages through August 2023 but precludes damages accruing after that date because the evidence of such damages was speculative and legally insufficient.

CASE DETAILS

COURT	United States District Court for the Western District of New York
WRITING FOR THE COURT	Frank P. Geraci, Jr.
JURISDICTION	United States District Court for the Western District of New York
DECIDED	December 10, 2025
DOCKET	22-CV-6314-FPG
DISPOSITION	other
PROCEDURAL POSTURE	At the close of Plaintiff’s proof at trial, Defendant moved under Federal Rule of Civil Procedure 50 for judgment as a matter of law, seeking to preclude Plaintiff from recovering damages accruing after June 1, 2022, the date the non-solicitation agreement expired. The Court denied the motion as to damages accruing between June 1, 2022 and August 2023, but granted it as to damages accruing after August 2023.
STANDARD OF REVIEW	On a Rule 50 motion, the court considers whether, after a full hearing on the issue, there is no legally sufficient evidentiary basis for a reasonable jury to find for the nonmoving party. The court considers the record evidence, draws all reasonable inferences in favor of the nonmoving party, and may not make credibility determinations or weigh the evidence.
PRECEDENTIAL VALUE	unknown

TOPICS

motion for directed verdict

damages

breach of contract

contracts

civil procedure

PRACTICE AREAS

civil procedure

contracts

commercial litigation

damages

QUESTIONS PRESENTED

1. Whether Plaintiff presented a legally sufficient evidentiary basis for a reasonable jury to find reasonably certain breach-of-contract damages accruing between June 1, 2022 and August 2023.
2. Whether Plaintiff presented a legally sufficient evidentiary basis for a reasonable jury to find reasonably certain breach-of-contract damages accruing after August 2023.

HOLDINGS

1. Plaintiff was not precluded from seeking damages accruing between June 1, 2022 and August 2023 because it provided a legally sufficient evidentiary basis for a reasonable jury to find that reasonably certain damages actually followed from the breach.
2. Plaintiff was precluded from seeking damages accruing after August 2023 because it failed to provide a legally sufficient evidentiary basis for a reasonable jury to find that the fact of such damages was reasonably certain.
3. Judgment as a matter of law is appropriate when, after a full hearing on an issue at trial, there is no legally sufficient evidentiary basis for a reasonable jury to resolve the issue in favor of the nonmoving party.

KEY QUOTATIONS

“To succeed on a Rule 50 motion, a movant must show that, after full hearing on an issue at trial, ‘there is no legally sufficient evidentiary basis for a reasonable jury’ to resolve the issue in favor of the non-moving party.” (247)

“The damages, however, “must be not merely speculative, possible, and imaginary, but they must be reasonably certain and such only as actually follow or may follow from the breach of the contract.”” (110)

FACTUAL BACKGROUND

Plaintiff claimed damages resulting from Defendant's breach of a non-solicitation agreement. Defendant had entered into a contract with Burlington Coat Factory in September 2021 and continued working with Burlington after the non-solicitation period expired on June 1, 2022. Burlington solicited bids for its Western New York business in April 2023, Plaintiff did not submit a bid, and Defendant's 2021 contract with Burlington ended when a new agreement was signed in August 2023.

PROCEDURAL HISTORY

The Court had previously concluded that the non-solicitation agreement expired on June 1, 2022. During trial, Defendant moved for judgment as a matter of law on the temporal scope of recoverable damages. Plaintiff

opposed, arguing that its breach-related damages continued beyond the agreement's expiration. The Court found legally sufficient evidence to submit damages through August 2023 to the jury, but precluded damages after August 2023.

DISPOSITION

other

CASES CITED

- Cross v. N.Y. Transit Auth., 417 F.3d 241, 247 (2d Cir. 2005)
- Reeves v. Sanderson Plumbing Prods., Inc., 530 U.S. 133, 150 (2000)
- Tractebel Energy Mktg, Inc. v. AEP Power Mktg, Inc., 487 F.3d 89, 110 (2d Cir. 2007)

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