SECOND DIVISION
December 22, 2015

Nos. 1-13-3669 & 1-14-0011(cons.)

ONMEDIA INTERNATIONAL, INC,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant,	)	Cook County
	)	
v.	)	
	)	No. 10 L 6974
THE COCA-COLA COMPANY, C.W. ZUMBIEL	)	
COMPANY, and DEBRA MEYERS,	)	Honorable
	)	Brigid McGrath,
Defendants-Appellees.	)	Judge Presiding.

PRESIDING JUSTICE PIERCE delivered the judgment of the court.
Justices Simon and Hyman concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court properly granted summary judgment in favor of the Coca-Cola Company. The trial court did not abuse its discretion in denying OnMedia's motion for additional discovery.

¶ 2 Plaintiff OnMedia International, Inc., (OnMedia) appeals from orders of the circuit court granting summary judgment in favor of defendant the Coca-Cola Company (Coke). On appeal, OnMedia argues that genuine issues of material fact exist and therefore summary judgment was improper. OnMedia also argues that the trial court abused its discretion when it denied

OnMedia's motion for additional discovery. For the following reasons, we affirm the judgment of the circuit court.

¶ 3 BACKGROUND

¶ 4 OnMedia is in the business of supplying disposable cardboard food trays and beverage carriers that bear advertising and promotional materials. Its products are designed to be used by businesses such as carryout restaurants, stadiums, arenas and theaters. This action arises out of a business endeavor between OnMedia and Coke for the development and distribution of a 4-cup beverage carrier to Coke's fast-food/quick service restaurant (QSR) customers, and the joint development of a program to educate Coke's salespeople on selling and distributing the beverage carrier (Commercialization Program).

¶ 5 In October 2007, James Latimore, Coke's senior marketing manager, explored several options to ease carrying multiple beverages from QSRs, including a 4-cup beverage carrier with a handle. A beverage carrier was thought to be more efficient than the frequently used egg carton type carrier that, although less expensive to produce, was perceived to be less stable and prone to spilling. Latimore learned of OnMedia and, in early 2008, Dwight Smith, Chairman and CEO of OnMedia, pitched Latimore about a "free" 4-cup beverage carrier that could be produced with the cost subsidized by third-party advertisers who paid to print advertisements and coupons on the carrier's side. On April 3, 2008, a Nondisclosure Agreement (NDA) was signed by Smith and Latimore to explore this business proposal. There are various versions of the beverage carrier that have been in use for over forty years and there is no evidence in the record that the OnMedia beverage carrier was proprietary or exclusive to OnMedia.

¶ 6 Shortly thereafter, both Coke and OnMedia agreed that OnMedia would provide the beverage carriers at little to no cost to Coke's QSR customers by securing advertisers for two panels of the beverage carriers. Coke would provide the QSRs and advertising contacts to OnMedia. The carrier's other two panels would be used by Coke for either outside advertisers or Coke brands and OnMedia would cap the cost to Coke's for using the two panels at 18 percent over cost of production. Smith testified Coke agreed it would coordinate all aspects of revenue and expenses associated with the beverage carrier, and pay all the production costs. All secured advertisers would pay Coke directly and Coke would then pay OnMedia. The QSR customers would cover shipping costs. In short, OnMedia would realize its profit from advertising revenue and Coke would realize its profit from increased beverage sales transported by OnMedia's beverage carriers.

¶ 7 The NDA is the only written agreement between the parties. Other business documents related to this endeavor include an "Account Exploration Form" that showed specific project details from Coke for OnMedia, including Coke's payment of the art and production costs, and a "Coke Project Estimate" identifying cost estimates that Coke would pay for the projects. Both of these documents distinctly and separately featured the logos of each party.

¶ 8 The first test run of the proposed beverage carrier was in June 2008 at QSR customer Popeye's Louisiana Chicken. To accommodate Coke's cups on this test run, OnMedia took the design it created for Subway and slightly modified it by raising the handle and reducing the overall surface. RockTenn, a packaging company selected by OnMedia, produced these carriers. OnMedia was unable to secure any paid advertising to defray production costs so OnMedia paid

$15,000 of the production expenses and billed Coke for the remaining costs. During this test run, Coke's beverage sales increased by 11 percent at Popeye's.

¶ 9 Following this test run, Coke and OnMedia met and discussed agenda items created by Richard Pitman, OnMedia's Director of Partnership Marketing, including "Coke & OnTray[1] Partnership – Legal Documentation." From this meeting Coke assigned a vendor number to OnMedia to expedite payment of its invoices. Once the vendor number was assigned, OnMedia listed it on each invoice sent to Coke. Around this same time, Coke asked OnMedia to assist in developing a stock beverage carrier for various Coke customers and to assist in the commercialization process of making the beverage carrier available to Coke's account representatives and customers. This became known as the Commercialization Program. This program was separate and distinct from the test runs intended to test the viability of the carriers. OnMedia met with Coke over the next few months concerning both future test runs and the Commercialization Program. There was never any definitive agreement as to how OnMedia would be compensated for its work in relation to the Commercialization Program.

¶ 10 During the fourth quarter of 2008, the second test run was conducted at QSR White Castle. Prior to this run, Coke's internal design team altered the design of the Popeye's beverage carrier by increasing the width of the bottom and adding a hook-knife design at the intersection of the riser and sidewall. RockTenn produced the beverage carriers for this run. Again, there were no paid advertisers to subsidize the beverage carrier cost and OnMedia invoiced Coke for all production costs. OnMedia made a $4,700 profit on this particular run and Coke beverage

[1] OnTray Media LLC was the original entity formed by Smith. It was later merged into OnMedia International, Inc.

sales at White Castle increased by 7-8 percent. Neither party participated in the other's alleged profit.

¶ 11 In December 2008 and March 2009, the third test run was conducted at QSR Church's Chicken. For this run, Coke's internal design team again modified the beverage carrier by angling the bottom lock to increase resistance and recommending the production company use a wet strength additive to repel water and prevent absorption that could release the glue bond. At Coke's insistence, C.W. Zumbiel packaging company produced these beverage carriers because they used the wet strength additive. During the December test run, Church's sold an average of 49 more drinks per week producing a $31/week increase in margin. OnMedia secured no advertisers for either the December or March run and invoiced Coke for the full production cost.

¶ 12 At the end of the three QSR test runs, Coke paid a total of $283,980 in production costs to OnMedia. Pat Sheppard, OnMedia's Director of Business Development, testified that OnMedia made a profit on each test run by marking up each invoice it sent to Coke. She stated she was unaware of any profits shared with Coke.

¶ 13 Meanwhile, the commercialization process continued to evolve for the stock carrier along with the development of a power point presentation (Operating Plan).The Operating Plan described the beverage carrier benefits and the selling and ordering processes. The parties agree the Operating Plan was a joint collaboration among OnMedia, Coke, and Zumbiel, but dispute the value and contribution OnMedia made to the plan and whether the plan was also a sales manual for Coke. OnMedia claims it created the layout and content for the majority of the plan, which evolved from an OnMedia word processing document that summarized the beverage carrier business strategy. The plan progressed through numerous iterations, including one dated

March 2009, which referred not only to the OnMedia beverage carrier but also to gallon jug and fridge pouch initiatives that were developed by Latimore in 2007. This version of the Operating Plan describes OnMedia's role in the beverage carrier project as "the Coca-Cola partner agency" that would identify "potential advertising partners," sell advertising space to these "advertising partners," manage the beverage carrier production, and arrange shipping of the beverage carriers. An October 2009 draft solely referred to the beverage carrier and was titled, "Four Cup Carrier Operations Plan & Selling Guide." At various points throughout this version of the Operating Plan, OnMedia, third-party advertisers and Coke account teams were all referred to as "partners" in the beverage carrier project.

¶ 14 The parties' relationship began to deteriorate at the end of 2009, although they dispute the reasons and the exact timing of their relationship's demise. Sometime in the fourth quarter of 2009, Coke organized another test run with Church's Chicken, through Zumbiel and without OnMedia. OnMedia claims Coke refused to work with OnMedia until OnMedia paid Zumbiel money Zumbiel claimed was due in connection with a previous run. Coke contends OnMedia voluntarily stopped using the beverage carrier project at the end of 2009. OnMedia asserts it maintained communication with Coke up until April 2010 when its involvement in the project was cut short by Coke's relationship with Zumbiel. In May 2010, Coke moved forward without OnMedia, renamed the program the "Quad Cup Program," and worked with Zumbiel to produce future carrier orders. Coke ordered 15,000 stock carriers with no advertising directly through Zumbiel to have on hand for Coke's smaller customers. Latimore testified that at no time after the original test runs did a Coke customer place an order for the beverage carriers through Coke and the program was eventually terminated.

¶ 15 On June 15, 2010, OnMedia filed a three-count complaint against Coke and co-defendants Zumbiel and Meyers[2]. OnMedia alleged Coke breached its partnership obligations (count I), its fiduciary duties (count II), and sought recovery under a theory of unjust enrichment for Coke's retention of the beverage carrier design and the contributions made by OnMedia to the beverage carrier's Commercialization Program (count III). Coke filed its amended answer and affirmative defenses and commenced fact discovery on January 28, 2011. OnMedia subsequently filed a motion to compel Coke to answer interrogatory No. 10 which sought information about whether Coke or its customers were currently using the stock beverage carriers developed during the Commercialization Program. The trial court twice continued OnMedia's motion to compel. On February 14, 2012, Coke filed a three-count motion for summary judgment. On September 6, 2012, the trial court granted Coke's motion for summary judgment as to counts I and II, but denied its motion for count III. The written order contains no reasons for the trial court's findings. The trial court then granted OnMedia's motion to compel and ordered Coke to serve a supplemental response to interrogatory No. 10. In Coke's response to interrogatory No. 10, Latimore stated, "I do not have any personal knowledge and or independent knowledge as to whether any QSR customer used carriers after our test runs." Following this response, Coke filed a motion to reconsider its first motion for summary judgment as to count III, which the trial court denied.

¶ 16 In May 2013, separate from its lawsuit with Coke, OnMedia met with Chick-Fil-A, a Coke customer, to propose OnMedia supply Chick-Fil-A's beverage carriers, trays, napkins and cutlery. During this meeting, OnMedia learned Chick-Fil-A was using a beverage carrier

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[2] Zumbiel and Meyers are not parties to this appeal.

substantially similar to the carriers OnMedia developed for Coke, notably the same push-tab design it developed for the Coke beverage carrier.

¶ 17 On May 11, 2013, Coke filed a second motion for summary judgment as to Count III. OnMedia countered with a motion to stay briefing and allow discovery concerning the Chick-Fil-A beverage carrier and whether any other Coke customers were currently using the beverage carrier. The trial court granted OnMedia's motion, in part, allowing an additional 40 days to file a response brief but denied OnMedia's request to conduct additional formal discovery. On October 22, 2013, the trial court granted Coke's second motion for summary judgment as to count III, finding no genuine issue of material fact that Coke retained any benefit to support a claim for unjust enrichment.

¶ 18 OnMedia now appeals from the trial court's order granting summary judgment in favor of Coke on all counts, arguing genuine issues of material fact exist relating to counts I, II, and III, and it further appeals the trial court's denial of OnMedia's request for additional discovery surrounding the use of the beverage carrier by Coke customers. For the following reasons, we affirm the judgment of the circuit court.

¶ 19 **ANALYSIS**

¶ 20 Summary judgment is appropriate where the pleadings, depositions and admissions, and affidavits on file show there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c) (West 2010). At the summary judgment stage, all evidence must be construed in the light most favorable to the nonmoving party and the trial court's granting summary judgment is reviewed *de novo*. *Home Insurance Co. v. Cincinnati Insurance Co.*, 213 Ill. 2d 307, 315 (2004). When reviewing an appeal from the grant of summary judgment the function of the court is limited to "determining whether the trial court correctly concluded that no genuine issue of material fact was raised and, if none was raised, whether judgment as a matter of law was correctly entered." *American Family Mutual Insurance Co. v. Page*, 366 Ill. App. 3d 1112, 1115 (2006). If a plaintiff fails to establish an element of a cause of action, summary judgment for the defendant is proper. *Bagent v. Blessing Care Corp.*, 224 Ill. 2d 154, 163 (2007).

¶ 21 OnMedia argues the trial court erred in granting Coke's motion for summary judgment regarding breach of partnership (count I) because genuine issues of material fact existed as to Coke's intention to form a legal partnership and breach of fiduciary duty (count II) surrounding Coke's fiduciary duty resulting from their alleged partnership. OnMedia also contends the trial court erred in granting Coke's motion for summary judgment regarding unjust enrichment (count III) due to the existence of genuine issues of material fact as to whether Coke was unjustly enriched by the retention of the beverage carrier design and/or the contributions made by OnMedia to Coke's Commercialization Program. We address each argument in turn.

¶ 22 According to OnMedia, there was sufficient evidence to establish a genuine issue of material fact as to the existence of a partnership. Under the Uniform Partnership Act, a partnership is an association of two or more persons to carry on, as co-owners, a business for profit. 805 ILCS 206/202(a) (West 2010). The party asserting the existence of the partnership bears the burden of establishing such a relationship. *Snyder v. Dunn*, 265 Ill. App. 3d 891 (1994). When there is no written agreement defining the alleged partnership, this court "reviews the intent of the parties as well as the facts and circumstances surrounding the alleged formation to ascertain whether a partnership was formed." *Id*. A partnership is a contractual relationship and therefore “there must be a meeting of the minds of the parties to create a partnership.” *Argianas v. Chestler*, 259 Ill. App. 3d 926, 942 (1994). Whether the parties intended a partnership to exist is based on the language and conduct of the parties, and from all the facts and circumstances surrounding the transaction. *Id.* Material factors when considering the existence of the alleged partnership include: 1) the manner in which the parties dealt with each other; 2) how each, with the knowledge of the other, has dealt with persons in a partnership capacity; 3) whether the alleged partnership advertised using the firm name and; 4) whether the alleged partners shared the profits. *Id.* Ordinarily proof of the alleged partnership need only be by a preponderance of the evidence, however, where writings exist that distinctly indicate a relationship other than a partnership, then the evidence must be clear and convincing. *Snyder v. Dunn*, 265 Ill. App. 3d at 878.

¶ 23 OnMedia asserts that, by the very nature of this business endeavor, both Coke and OnMedia each had a role in producing the beverage carrier and the joint venture necessarily formed a partnership. OnMedia argues that Coke specifically referenced "our partnership" in an e-mail, in a meeting agenda and in the Operating Plan. OnMedia also argues that both OnMedia and Coke contributed property and services to the project. Specifically, Coke provided its QSR customers and $283,980 in production costs. OnMedia contributed $15,000 toward the initial production run and provided the beverage carrier design. OnMedia also offers the parties’ reliance on the use of the beverage carrier to generate their profit as evidence that the partners had a “community of interest in the profits” of the venture.

¶ 24 Contrary to OnMedia’s assertions, the preponderance of the evidence does not support a finding that a partnership existed between OnMedia and Coke. The facts relied on by OnMedia simply fail to establish a meeting of the minds between the two parties to form a partnership. Coke's infrequent use of the word "partnership" in describing its relationship with OnMedia in a few documents, does not in fact establish a partnership, especially where the actions of the parties clearly indicates a vendor/vendee relationship. There was no written or oral partnership agreement, or other documents executed by OnMedia and Coke that tend to establish the existence of a partnership. OnMedia maintained its independent status, as did Coke. Coke assigned OnMedia a vendor number to expedite invoice payment by Coke for production costs incurred by OnMedia. Once the number was received, OnMedia included it on each project estimate and invoice it sent to Coke. Neither party advertised the alleged partnership publicly or internally. Instead, documents offered by OnMedia as proof of partnership merely display both company logos and separate signature lines for each company representative. Although Coke and OnMedia anticipated profits as a result of using the beverage carrier, each had their own revenue stream and did not share any of their respective profits: Coke kept the "profits" from increased beverage sales and OnMedia kept the "advertising" profit and the mark-up from the cost of producing the carrier. Coke could order carriers that might go unused causing a loss, but OnMedia would be reimbursed production costs. On the other hand, there was no agreement that Coke was required to order any carriers from or with OnMedia. There is no evidence that the parties agreed to the duration of the relationship, the quantity of product to be used, the exclusive use of the containers for Coke products only and/or the prohibited distribution by plaintiff to Coke's competitors or other customary commercial transactional terms that would usually be agreed upon between sophisticated business partners. That Coke contributed to the design of the carrier using its in-house technicians also indicates there was nothing proprietary or exclusive to

OnMedia relative to the design especially where other carriers are in the market and have been in use for over forty years. Plaintiff did not meet its burden to establish a mutual agreement to form a partnership and plaintiff's contention that the conduct of these parties in this series of commercial transactions shows that a partnership existed simply does not carry the day. Accordingly, we cannot find that a genuine issue of material fact exists as to whether OnMedia and Coke had an established partnership where the totality of the evidence reasonably points to the existence of a vendor/vendee relationship.

¶ 25 As for count II, OnMedia has failed to show that a genuine issue of material fact exists as to whether Coke owed a fiduciary duty to OnMedia. It is well established "that a fiduciary relationship exists between partners," *Winston & Strawn v. Nosal*, 279 Ill. App. 3d 231, 239 (1996), however, for the reasons stated, we have found that no partnership relationship was proven to exist between Coke and OnMedia. Because OnMedia failed to establish sufficient evidence of a partnership this claim fails and Coke was entitled to summary judgment as to count II.

¶ 26 OnMedia's last claim is that the trial court erred in granting summary judgment in favor of Coke on the unjust enrichment count.

¶ 27 A cause of action for unjust enrichment asks the court to impose a contract, "independent of any agreement or consent of the parties," *Village of Bloomingdale v. CDG Enterprises, Inc.*, 196 Ill. 2d 484, 500 (2001), and provide "restitution to the plaintiff of something that came into the defendant's hands, but in justice belongs to the plaintiff." *Id.* To succeed on a theory of unjust enrichment, the plaintiff must show the defendant retained a benefit to plaintiff's detriment and "that retention violated the fundamental principles of justice, equity, and good conscience." *McCleary v. Wells Fargo Sec., L.L.C.,* 2015 IL App (1st) 141287, ¶ 29. If the benefit is transferred to the defendant by a third-party, retention of that benefit would be unjust only where 1) the benefit should have been given to the plaintiff but the third party mistakenly gave it to the defendant; 2) the defendant procured the benefit through wrongful conduct; or 3) the plaintiff, for some better reason, had a better claim to the benefit than did the defendant. *HPI Health Care Services, Inc. v. Mt. Vernon Hospital, Inc.,* 131 Ill. 2d 145, 161-2 (1989). If proven, the defendant is liable for payment for the benefit only if the circumstances of its receipt or retention are such that it is unjust for the defendant to retain it. *Hayes Mechanical, Inc. v. First Industrial, L.P.*, 351 Ill. App. 3d 1, 9 (2004). The mere fact that a person benefits another is not by itself sufficient to make the person receiving the benefit pay restitution. *HPI Health Care Services, Inc. v. Mt. Vernon Hospital, Inc.*, 131 Ill. 2d at 162.

¶ 28 OnMedia argues that a genuine issue of material fact exists as to whether there was sufficient evidence that Coke's retention of the beverage carrier design without compensating OnMedia constituted a benefit to Coke at OnMedia's expense. OnMedia also claims that a question of fact exists as to whether Coke has unjustly retained, without compensation, OnMedia's contributions to the creation of the Commercialization Program.

¶ 29 OnMedia claims the unjust benefit conferred onto Coke from the design is not the design itself, but the value the design imparts onto Coke via a third-party, *i.e.* increased beverage sales at participating QSRs. OnMedia asserts that it is undisputed that "OnMedia was to have realized profits from the Production Runs via advertising revenue, and Coke was to have realized profits from beverage sales. This distinction is critical to OnMedia's claim because the increased beverage sales attributable to the beverage carrier are the primary benefit to Coke supporting the claim for unjust enrichment." However, this is exactly what OnMedia contends was the reason Coke was seeking, increased sales. If Coke was allegedly retaining advertising revenue due OnMedia, its argument might have some attraction. The 4-cup carrier design is not unique to OnMedia and there is no evidence of use by Coke's customers so, at best, a speculative argument has been advanced that does not support an unjust enrichment claim. Absent from OnMedia’s argument is any authority or reasoned analysis establishing why it is entitled to this alleged benefit. OnMedia admitted that Coke’s business objective for doing business with OnMedia was to realize increased beverage sales through use of the beverage carrier. Both parties admit during the three test runs the participating QSRs realized an increase in beverage sales. OnMedia also admits that Coke paid OnMedia $283,980 for the cost of the beverage carriers used in these test runs. OnMedia offers no evidence that Coke benefited from an increase in beverage sales outside these three runs or that it was not a benefit that Coke would be entitled to within a vendor/vendee relationship.

¶ 30 Contrary to OnMedia’s assertions, there is nothing here that suggests Coke’s retention of the alleged benefit of increased beverage sales violates the fundamental principles of justice, equity, or good conscious. Coke’s receipt of this benefit was not by mistake or through wrongful conduct, and OnMedia has failed to show it has a better claim over this benefit than Coke, particularly when it is the very benefit that OnMedia pitched to Coke to persuade it to do business with OnMedia originally. Absent from OnMedia's claim is evidence that the design was proprietary and exclusive to it or that there was any agreed to limitation on how, when or if the carriers it paid for could be used by Coke, or any of its customers for that matter, in the future.

¶ 31 OnMedia also contends the uncompensated time it devoted the Commercialization Program used to educate Coke's salespeople on the beverage carriers, conferred an unjust benefit onto Coke. OnMedia claims its attendance at meetings, obtaining and disseminating information, and its contributions to a presentation (the Operating Plan) are benefits that deserve compensation. On its face, these activities appear to be "nothing more than the investments vendors/sales people routinely impart onto companies in the course of working towards a deal they expect to be mutually beneficial." *Shuffle Tech Intern LLC v. Wolff Gaming, Inc.*, 950 F. Supp. 2d 977, 983 (2013) (applying Illinois law to a dispute concerning a development and distribution agreement). The beverage carrier's success ultimately depended on Coke's QSR customers ordering the beverage carrier. The NDA, the only memorialization of the parties' relationship, states the parties would explore the use and production of a mutually beneficial beverage carrier program to Coke's customers. To realize a successful program, both Coke and OnMedia would need to educate Coke's salespeople on the parties' respective roles and the benefits of the beverage carrier program and OnMedia securing advertising commitments. Again, OnMedia fails to cite any authority or provide any reasoned analysis to explain why its promoting this program to Coke in the normal course of its business renders Coke's participation conduct that would "violate the fundamental principles of justice, equity and good conscious." *McCleary v. Wells Fargo Sec., L.L.C.*, 2015 IL App (1st) 141287, ¶ 29.

¶ 32 Coke's retention of the value of increased beverage sales and the uncompensated time OnMedia devoted to the Commercialization Program has not been shown to be unjust. An increase in beverage sales was a reason for Coke doing business with OnMedia and OnMedia duly invoiced Coke for the production cost and mark-up agreed upon. It is reasonable to believe that if OnMedia thought it deserved more money because Coke received the very benefit OnMedia pitched to Coke, then it would have billed more than the $283,980 it charged Coke for the three test runs. Furthermore, the contributions OnMedia made to educate Coke's sales people on the beverage carrier were nothing more than costs incurred by a vendor in an attempt to acquire a customer, sell a product and make a profit.

¶ 33 In viewing all the facts in the light most favorable to the nonmoving party, OnMedia has failed to show any genuine issue of material fact to establish a partnership relationship and a breach of a partnership agreement (count I) or a breach of fiduciary duty arising out of the partnership (count II). The evidence reasonably establishes a vendor/vendee relationship and, consequently, the parties owe no fiduciary duty to each other. Lastly, OnMedia has failed to establish that a genuine issue of material fact exists to preclude summary judgment on the unjust enrichment claim in favor of Coke (count III).

¶ 34 Finally, OnMedia argues that the circuit court abused its discretion in denying its motion to stay briefing and allow further discovery. OnMedia hoped to obtain additional discovery on the issue of whether Coke's customers were currently using the beverage carriers developed by the parties for the Commercialization Program. OnMedia argues that Coke's answer to interrogatory No. 10 in response to its motion to compel was insufficient and additional discovery would have provided support for its unjust enrichment claim.

¶ 35 The goal of discovery is full disclosure. *Payne v. Hall*, 2013 IL App (1st) 113519, ¶ 13. Its purpose is "to enhance the truth-seeking process" by helping attorneys prepare for their case and eliminate surprise as much as possible "so that judgments will rest upon the merits and not upon the skillful maneuvering of counsel." *Mistler v. Mancini*, 111 Ill. App. 3d 228, 231-32

(1982). The right of discovery is also limited to matters relevant to the case at hand, and the trial court should deny discovery if there is insufficient evidence that it is relevant or will lead to material that is relevant. *Leeson v. State Farm Mutual Automobile Insurance Co.*, 190 Ill. App. 3d 359, 366 (1989). We will not overturn the trial court's discovery determination absent an abuse of discretion. *Payne*, 2013 IL App (1st) 113519, ¶ 10.

¶ 36 Here, Coke initially answered interrogatory No. 10, which asked whether the beverage carriers developed for the Commercialization Program were being used, by saying "Yes. It is a four cup beverage carrier that is provided to Coca-Cola's customers at their request." OnMedia was dissatisfied with this response and filed a motion to compel a complete answer. Latimore, on behalf of Coke, then submitted the following response to interrogatory No. 10:

> "Coca-Cola is not using the carriers identified in interrogatory No. 10, as clarified by me during my oral deposition on April 13, 2013; the carriers mentioned in paragraph 34 of my Affidavit submitted in conjunction with the Coca-Cola Company's Motion for Summary Judgment were destroyed. I do not have any personal knowledge and or independent knowledge as to whether any QSR customers used the carriers after our test runs."

¶ 37 The record shows that Coke answered the interrogatory in compliance with discovery rules. The mere fact that OnMedia did not like Coke's answer does not allow them an unfettered opportunity to additional discovery. We therefore cannot find that the trial court abused its discretion in denying OnMedia's motion for additional discovery.

¶ 38 CONCLUSION

¶ 39 For the foregoing reasons, we affirm the circuit court's orders granting Coke's three–count motion for summary judgment as to breach of partnership (count I), breach of fiduciary duty (count II) and unjust enrichment (count III). We also affirm the trial court's order denying OnMedia's motion for additional discovery.

¶ 40 Affirmed.