

The Texas Lawbook

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Dallas Jury Hits Golf Cart Supplier With \$30M Verdict

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A Dallas County jury awarded \$30 million to a motorsports company after agreeing that the company that provided it with golf carts to sell had breached an exclusivity agreement by providing the carts directly to a big box retailer.

Champion Motor Sports Group, which does business as Coleman Powersports, sells golf carts, all-terrain vehicles and minibikes to major retailers all over the country. Coleman had an exclusivity provision in an agreement with its Dallas-based golf cart supplier, SC Autosports.

Coleman filed its lawsuit in January 2024, shortly after it lost business with Lowe's, alleging SC Autosports broke the exclusivity agreement and went directly to the home improvement retailer to sell 900 golf carts.

The eight-day jury trial took place in Dallas County District Judge Maria Aceves' courtroom and ended Wednesday when the jury reached a unanimous verdict after nearly four hours of deliberation.

Kane Russell Coleman Logan director *Robert LeMay*, whose firm represents Coleman, said SC Autosports violated the agreement within three months of signing.

"That jury sets the standard for what is acceptable business practices in Dallas County. And they took that charge to make it clear what kind of conduct they felt was appropriate, and they sent a message," LeMay said.

The jury found SC Autosports liable for breach of the exclusivity provision and tortious interference. Kane Russell

Coleman Logan director *Brian Hail* said SC Autosports was "greedy" and "wanted the benefit of our contacts without having to have us in there to share the profits."

"The jury unanimously found, by clear and convincing evidence, that they had malicious intent in doing what they did," he said.

SC Autosports claimed Coleman only filed this lawsuit to win "the proverbial race to the courthouse" after it became clear SC Autosports was going to file suit over Coleman's failure to pay for 160 golf carts it had ordered. Coleman argued it had never actually ordered those golf carts and therefore owed nothing.

SC Autosports also alleged there was nothing in its agreements with Coleman that prevented it from selling golf carts directly to Lowe's and that Lowe's decision to end its business with Coleman was not due to any act or omission of SC Autosports.

Kane Russell Coleman Logan directors *Richard Hathaway*, *Andrew Robertson*, and associate *Tiffany Kahler* also represented Coleman.

David Vassar of Vassar, McCown, Dear & Sicotte and J. Michael Ellis of Grable Martin represented SC Autosports. They did not immediately respond to requests for comment.

The case is *Champion Motor Sports Group LLC d/b/a Coleman Powersports v. SC Autosports LLC d/b/a Kandi America; Kandi Technologies Group Inc., DC-24-00973*.