UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-22508-CIV-ALTONAGA/Reid

STINGER TEES, INC.,

Plaintiff,

v.

LIV GOLF INC., *et al.*,

Defendants.
______________________/

ORDER

THIS CAUSE came before the Court upon Plaintiff, Stinger Tees, Inc.'s Notice of Acceptance of Defendants' Offer of Judgment ("Notice") [ECF No. 90], filed on July 6, 2026. Plaintiff has accepted Defendants, LIV Golf Inc. ("LIV Golf"), Fairway TM Co 6, LLC ("Fairway"), and World Wide Golf Brands Ltd. d/b/a Stuburt's ("Stuburt['s]") Federal Rule of Civil Procedure 68 Offer of Judgment ("Offer of Judgment") [ECF No. 90-1]. (*See generally* Notice). The Court has reviewed the Notice, the Offer of Judgment, pertinent portions of the record, and applicable law.

Federal Rule of Civil Procedure 68 provides:

> At least 14 days before the date set for trial, a party defending against a claim may serve on an opposing party an offer to allow judgment on specified terms, with the costs then accrued. If, within 14 days after being served, the opposing party serves written notice accepting the offer, either party may then file the offer and notice of acceptance, plus proof of service. The clerk must then enter judgment.

Fed. R. Civ. P. 68(a).

The procedure of Rule 68 is straightforward. First, a defendant makes a firm, non-negotiable offer of judgment. *See Utility Automation 2000, Inc. v. Choctawhatchee Elec. Co-op, Inc.*, 298 F.3d 1238, 1240 (11th Cir. 2002). Second, unlike in traditional settlement negotiations, in which a plaintiff may seek clarification or make a counteroffer, a plaintiff faced with a Rule 68 offer may choose only to accept or to refuse. *See id.* If the plaintiff accepts, the court automatically enters judgment in its favor; if the plaintiff refuses, the case proceeds. *See id.* The judgment entered under Rule 68 may include costs. "The plain purpose of Rule 68 is to encourage settlement and avoid litigation." *Marek v. Estate of Chesny*, 473 U.S. 1, 5 (1985).

On September 29, 2025, Plaintiff filed a Third Amended Complaint ("TAC") [ECF No. 49] alleging Defendants committed trademark infringement and engaged in unfair competition under state and federal law. (*See id.* 17–24).[1] On July 2, 2026, Defendants presented Plaintiff with their Offer of Judgment in exchange for settlement of Plaintiff's claims. (*See* Offer of Judgment 4).

In their Offer of Judgment, Defendants allow judgment to be taken against them as to Plaintiff's claims for Trademark Infringement under the Lanham Act, 15 U.S.C. Section 1114(1)(a) ("Count I"); Unfair Competition under the Lanham Act, 15 U.S.C. Section 1125(a)(1)(A) ("Count II"); Florida Common Law Trademark Infringement ("Count III"); and Florida Common Law Unfair Competition ("Count IV") (*see generally* TAC), in the amount of $1,000,000.00 payable to Plaintiff by LIV Golf and Fairway in two agreed-upon installments (*see* Offer of Judgment 2–3).[2] The Offer of Judgment fully resolves, with prejudice, all claims and requests for relief asserted against Defendants, including Plaintiff's claims for injunctive relief, actual damages, profits, statutory damages, and costs, including attorneys' fees. (*See id.* 3). Plaintiff filed the Offer of Judgment and its Notice of Acceptance within 14 days on July 6, 2026. (*See generally* Notice).

[1] The Court uses the pagination generated by the electronic CM/ECF database, which appears in the headers of all court filings.

[2] The parties agree no monetary judgment shall be entered against Stuburt, who shall not be liable for any portion of the judgment or for any other damages, interest, fees, expenses, or costs related to this case. (*See* Offer of Judgment 3).

Accordingly, it is

ORDERED AND ADJUDGED as follows:

1. Judgment is entered in favor of Plaintiff, Stinger Tees, Inc., and against Defendants LIV Golf Inc. and Fairway TM Co 6, LLC, jointly and severally, in the amount of $1,000,000.00. The judgment amount shall be paid in two installments: $200,000.00 within ten business days after Plaintiff served written notice accepting the Offer, and $800,000.00 on September 18, 2026. Plaintiff may not seek to collect, execute upon, or otherwise enforce the monetary judgment as to either installment before the applicable due date. If any portion of the judgment amount is not paid when due, statutory post-judgment interest shall accrue only on the unpaid portion beginning the day after the applicable due date.

2. Defendants are permanently enjoined from registering or using as a trade name, trademark, service mark, Internet domain name, or portion thereof, any name or term that incorporates or is confusingly similar to STINGER GC, or incorporates the term "sting," for a professional golf league, a professional golf team, or merchandise associated with a professional golf league or professional golf team or that is intended for use by golf players. This injunction does not prohibit social media posts that were posted before January 13, 2026; or event coverage, visual materials, or audio-visual materials depicting Defendants' use of the STINGER or STINGER GC word mark or logo before January 13, 2026.

3. Plaintiff's claims and requests for relief against all Defendants are resolved with prejudice in accordance with the accepted Offer of Judgment **[ECF No. 90-1]**.

4. The Clerk is instructed to **CLOSE** this case, and all pending motions are **DENIED** as moot.

DONE AND ORDERED in Miami, Florida, this 7th day of July, 2026.

CECILIA M. ALTONAGA
CHIEF UNITED STATES DISTRICT JUDGE

cc: counsel of record