UPDATED: JURY HANDS SCHWARTZ AND GOODMAN WIN IN FIRED B-BALL COACH'S SUIT AGAINST SEMO; REMAINING CLAIMS SETTLED

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On August 11, 2022, a Cape Girardeau County jury returned a verdict in favor of Rick Ray in his lawsuit against his former employer, Southeast Missouri State University (SEMO). A 12-member jury unanimously ruled in Coach Ray's favor finding SEMO breached its contract with Coach Ray when it failed to pay liquidated damages called for by his contract. After the jury ruled in Coach Ray's favor on his claim for liquidated damages, Coach Ray successfully negotiated a settlement of his remaining claims for equitable relief, damages, and fees. As part of the settlement, SEMO agreed to take administrative actions sufficient to allow Coach Ray to vest in his pension. In addition to receiving his pension, a total of $292,500 will be paid to resolve Coach Ray's claims against SEMO. Aaron Schwartz and Mark Goodman of Capes Sokol represented Coach Ray.

Background

Coach Ray was the head coach of SEMOs men's basketball program between 2015 and 2020. Shortly after beginning his tenure at SEMO, Coach Ray discovered and immediately reported academic misconduct by an assistant coach that Coach Ray retained from the previous staff. Coach

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Ray then led the program through challenging years while the program was on NCAA probation as a result of Coach Ray's report.1 In 2017 Coach Ray's contract was extended to run through April 2021.

On March 3, 2020, SEMO's Athletic Director notified Coach Ray that he would be terminated but established a firm termination date of April 30, 2020. The April 30, 2020 termination date was established so that Coach Ray could satisfy his pension's five-year service requirement and become eligible to vest. As a result of SEMO's decision to terminate Coach Ray one year prior to the expiration of the term of his contract, Coach Ray was entitled to receive over $94,000 in liquidated damages.

Later in March of 2020, Coach Ray requested SEMO pay him the liquidated damages called for under his contract. SEMO then denied his request for the liquidated damages and, as a result of his request, SEMO also reversed its written promise to keep Coach Ray employed through April 30, 2020. SEMO fired Coach Ray on April 2, 2020, 28 days before he would have satisfied the pension's five-year service requirement and become eligible to vest in the pension.

On August 8, 2022, a Cape Girardeau County jury sitting in Jackson, Missouri unanimously found in favor of Coach Ray on his claim for liquidated damages and awarded him the damages called for by the contract, $94,128.76. While Missouri law requires just nine jurors to concur in a verdict, in this case, the 12 jurors agreed that the university acted improperly when it refused Coach Ray's request for liquidated damages.

After the jury ruled in Coach Ray's favor, the remaining claims were resolved through negotiation. SEMO agreed to administratively extend Coach Ray's separation date by 28 days in order to allow Coach Ray to become eligible to vest in his pension. SEMO and the Missouri State Legal Expense Fund also agreed to pay a total of $292,500.00 to resolve Coach Ray's claims for damages, interest, and attorney's fees.

The case is *William "Rick" Ray v. Board of Regents, Southeast Missouri State University* Case No. 21CG-CC00005.

Read our initial press release regarding this case here.

Settlement finalized between SEMO, former coach Rick Ray

Former SEMO men's basketball coach Rick Ray takes university's Board of Regents to court for alleged contract breach

Jury rules in favor of former SEMO MBB coach Rick Ray on Count I of contract breach suit

Jury rules in favor of former SEMO men's basketball coach over termination of contract

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