

# JURY HANDS SCHWARTZ AND GOODMAN WIN IN FIRED B-BALL COACH'S SUIT AGAINST SEMO

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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 that SEMO breached its contract with Coach Ray when it failed to pay liquidated damages called for by his contract. Aaron Schwartz and Mark Goodman of Capes Sokol represented Coach Ray at trial.

## **Background**

Coach Ray was the head coach of SEMO's men's basketball program between 2015 and 2020. Shortly after beginning his tenure at SEMO, Coach Ray discovered and immediately reported academic misconduct. Coach Ray then led the program through challenging years while the program was on NCAA probation as a result of Coach Ray's report.<sup>1</sup> In 2017 Coach Ray's contract was extended to run through April of 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

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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 to be paid liquidated damages, SEMO also reversed its 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. The jury deliberated for just over 35 minutes before ruling in favor of Coach Ray. 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. The Court will determine prejudgment interest and attorneys fees at a later date.

The Court will also rule on Coach Ray's equitable claims relating to his pension at a later date.

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