

Exit Clauses: Interpretation

University of Oregon vs. Carlos Locklyn

By Martin J. Greenberg and Lillian Horne

I. Who is Carlos Locklyn?

Carlos Locklyn (Locklyn), who is currently serving as the running backs coach for The Ohio State University (Ohio State) football team, started his second season with the Buckeyes after joining the program in April 2024.¹ Under Locklyn, Ohio State's running backs were instrumental in the program's 2024-25 success, ultimately leading to the Buckeye's winning the College Football Playoff (CFP) National Championship.² The running backs, under Locklyn's guidance, were dominant in the 2024-25 season, scoring twenty-six total rushing touchdowns with 2 running backs having 1,000 net-rushing yards.³

Before coaching, Locklyn was a running back and corner back at the University of Tennessee at Chattanooga.⁴ Locklyn rushed for 1,555 career yards and holds the single season record of 123.9 rushing yards per game.⁵ Locklyn began his coaching career as an offensive coordinator at Memphis-area high schools, including stints at Trezevant, Westwood, Manassas, and Cordova High Schools.⁶ In his eight years at the high school level, he consistently improved

¹ Staff Directory, *Carlos Locklyn*, Ohio State Buckeyes <https://ohiostatebuckeyes.com/staff-directory/carlos-locklyn/1993>.

² *Id.*

³ *Id.*

⁴ Oregon Ducks Football Roster, *Carlos Locklyn*, Goducks.com <https://goducks.com/sports/football/roster/coaches/carlos-locklyn/5010>.

⁵ *Id.*

⁶ *Id.*

team performance leading multiple schools to state playoff appearances with dynamic offensive strategies focused on effective rushing and balanced scoring.⁷

Locklyn's first introduction to collegiate football came in 2017 when he held various roles with University of Memphis.⁸ He started as a weight room assistant and progressed to offensive analyst and director of high school relations under coach Mike Norvell by 2019.⁹ He contributed to the Tigers' success in securing three AAC West championships and a Cotton Bowl appearance.¹⁰ During the 2018 season, when Locklyn served as an offensive analyst, the rushing attack was the fourth-best in the country, with two 1,000-yard rushers. Locklyn left Memphis at the end of the 2019 season and joined Florida State as the director of high school relations— where he helped FSU recruit one of the top classes of the year.¹¹

In 2021, Locklyn was hired by Western Kentucky University (WKU) as the team's running backs coach. His one season for the Hilltoppers proved successful as he helped the team reach the Conference USA championship game. WKU also ranked second in the FBS for scoring offense – averaging 44.2 points per game – and total offense yards per game, 536.2 yards per game.

Following his successful tenure at WKU, Locklyn joined the University of Oregon Ducks (Oregon) football program in January of 2022 as the running backs coach.¹² At Oregon, Locklyn played a pivotal role in developing the Ducks' rushing attack into one of the nation's most potent.¹³ Under his guidance, Oregon consistently ranked among the top 30 nationally in rushing yards per

⁷ *Id.*

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² Staff Directory, *Carlos Locklyn*, Ohio State Buckeyes.

¹³ *Id.*

game.¹⁴ He notably coached All-Pac 12 running back Bucky Irving to back-to-back 1,000-yard seasons.¹⁵

II. Oregon Contract Details

After his initial two-year term with Oregon, Locklyn and the University executed a new two-year Employment Agreement, effective February 1, 2024, through January 31, 2026.¹⁶ Under this second Agreement, Locklyn had a guaranteed salary of \$400,000 per contract year – totaling \$800,000 for the two years.¹⁷ Locklyn also participated in the full fringe-benefits package for Officers of Administration which includes: access to medical, dental, and vision insurance; paid vacation and sick leave; and retirement plan participation.¹⁸ In addition to his guaranteed pay, Locklyn could earn up to \$155,000 per season in cumulative performance bonuses tied to team achievements within the conference and College Football Playoff success.¹⁹

In modern coaching agreements, “liquidated damages” provisions are used to allocate the financial risk of an early termination by the coach or university.²⁰ In Locklyn’s Oregon contract, Sections 6.2 and 6.3 spell out what happens if either the University or Locklyn terminate the Agreement before January 31, 2026. If Oregon elects to terminate Locklyn’s contract “for anything or no reason,” Oregon must pay him liquidated damages equal to 60% of his remaining guaranteed salary.²¹ The amounts accrue interest-free and are paid monthly over the unexpired term.²²

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ Employment Agreement, *Locklyn, Carlos 2024-2026*, at 3 [hereinafter Oregon Employment Agreement].

¹⁷ Oregon Employment Agreement, *supra* note 16, at 4.1. Guaranteed Salary as used in the contract is defined in Paragraph 4.1.

¹⁸ Oregon Employment Agreement, *supra* note 16, at 4.2.

¹⁹ Oregon Employment Agreement, *supra* note 16, at 4.3.

²⁰ *Liquidated damages*, Legal Information Institute https://www.law.cornell.edu/wex/liquidated_damages.

²¹ Oregon Employment Agreement, *supra* note 16, at 6.2(a-b).

²² Oregon Employment Agreement, *supra* note 16, at 6.2(c).

Conversely, Section 6.3 governs if Locklyn resigns before the expiration of the Agreement.

Section 6.3(c) provides:

Termination by Coach shall require Coach to pay, or cause to be paid, as repayment of Compensation, perquisites and benefits paid to or accrued by Coach in anticipation that Coach would fulfill the Term, a fixed sum to University, according to the following schedule:

One hundred percent (100%) of the remaining Guaranteed Salary through the full Term of this Agreement at the time of Termination by Coach if this Agreement is Terminated by Coach prior to April 1, 2024.

Fifty percent (50%) of Guaranteed Salary at the time of Termination by Coach if this Agreement is Terminated by Coach beginning April 1, 2024 and prior to February 1, 2025.

Twenty five percent (25%) of Guaranteed Salary at the time of Termination by Coach if this Agreement is Terminated by Coach beginning February 1, 2025 and prior to January 1, 2026.²³

These liquidated damages were calculated to cover Oregon's anticipated recruiting and transition costs and must be paid by the terminating coach within sixty days of his resignation.²⁴

Recognizing that career advancement should not be unduly hindered, the contract waives all coach-initiated repayments if Locklyn were to accept an FBS-level head coach or offensive coordinator position, or its NFL equivalent, provided he were to give proper notice pursuant to the contract.²⁵

III. Ohio State Contract Details

In early April of 2024, less than two months into the two-year contract, Locklyn notified Oregon he was leaving to take his current position at Ohio State University.²⁶ His two-year contract

²³ Oregon Employment Agreement, *supra* note 16, at 6.3(c).

²⁴ Oregon Employment Agreement, *supra* note 16, at 6.3(d).

²⁵ Oregon Employment Agreement, *supra* note 16, at 6.3(c).

²⁶ James Crepea, *University of Oregon suing former running back coach Carlos Locklyn for breach of contract* (April 16, 2025) <https://www.oregonlive.com/ducks/2025/04/university-of-oregon-suing-former-running-backs-coach-carlos-locklyn-for-breach-of-contract.html>.

with Ohio State includes a term through January 31, 2027 with a base salary of \$650,000 per year.²⁷ In addition to his base pay, Locklyn will receive percentages of his base salary for: conference championships (8% + 4% for winning the game) and CFP first round (10%), quarter-finals (20%), and participation in semi-finals (25%).²⁸ If Ohio State won the semi-finals, Locklyn would not be entitled to the supplemental percentages but rather his supplemental compensation would rely on the result – granting Locklyn 30% of his base salary if Ohio State lost and 35% if they won.²⁹

Section 5 of his Ohio State Employment Agreement addresses Locklyn’s termination conditions. If the termination occurred for cause by the University, Locklyn would not be entitled to any benefits from the University and both parties waive any claim against the other to recover any financial relief under Section 5.7 of the Agreement.³⁰ If Ohio State terminates Locklyn not for cause, he is entitled to receive “Post-Termination Payments” which are monthly installments of his base salary that he would have received with the team until he finds “comparable position.”³¹ If Locklyn were unable to secure a comparable position but gets employed elsewhere, Ohio State’s payments will be reduced by all compensation he would obtain in his new position.³² Additionally, if Locklyn were to terminate the Agreement and join another NCAA Division 1 football program or professional football in a coaching position within 12 months of his resignation, Locklyn would have to pay liquidated damages equal to 30% of his base salary “to reimburse Ohio State for expenses including, but not limited to (i) searching for, recruiting and hiring a new assistant football coach and (ii) relocating a new assistant football coach, and (iii) buying out the contract,

²⁷ Assistant Football Coach Employment Agreement 2.1 and 3.1(a) [hereinafter Ohio State Employment Agreement].

²⁸ Ohio State Employment Agreement, *supra* note 27 at 3.1 (c-g).

²⁹ Ohio State Employment Agreement, *supra* note 27 at 3.1(h).

³⁰ Ohio State Employment Agreement, *supra* note 27 at 5.7.

³¹ Ohio State Employment Agreement, *supra* note 27 at 5.2.1(a-b).

³² Ohio State Employment Agreement, *supra* note 27 at 5.2.3(c).

if necessary, of the new assistant football coach” within 30 days of termination.³³ This does not apply if Locklyn resigns after December 1, 2026.³⁴

IV. Oregon/Locklyn Dispute

Locklyn’s departure from Oregon triggered the liquidated-damages clause in Section 6.3(c) of his contract, which obligated Locklyn to pay 50% of his remaining guaranteed salary (\$400,000) because he resigned between April 1, 2024, and January 31, 2025.³⁵ On May 28, 2024, Locklyn attempted to satisfy this obligation by sending a personal check for \$200,000, reflecting his view that the buyout was capped at half the liquidated-damages amount.³⁶ This amount has been reported to have been paid by Ohio State, though the contract between Locklyn and Ohio State did not explicitly state a buyout provision.³⁷ Oregon promptly returned the partial payment on July 29, 2024, making it clear the University would not accept anything less than the full \$400,00 as specified in the contract.³⁸

Oregon filed suit in Lane County Circuit Court in April of 2025, and the complaint called for relief on two fronts.³⁹ First, Oregon alleged Locklyn breached his contract by violating the terms of Section 6.3(c) by failing to pay the full buyout amount within the prescribed sixty days.⁴⁰ Oregon also claimed unjust enrichment, arguing that Oregon’s significant investment in Locklyn’s development and recruitment efforts went uncompensated when Locklyn walked away during the spring-practice window, leaving the program scrambling for a replacement coach.⁴¹ In the

³³ Ohio State Employment Agreement, *supra* note 27 at 5.3(c).

³⁴ Ohio State Employment Agreement, *supra* note 27 at 5.3(c).

³⁵ Ohio State Employment Agreement, *supra* note 27 at 5.3(c).

³⁶ Crepea, *supra* note 26.

³⁷ *Id.*

³⁸ *Id.*

³⁹ Complaint, Univ. Or. v. Locklyn, No. 25CV22070 (Lane Cnty Cir. Ct. Apr. 4, 2025).

⁴⁰ Complaint, *supra* note 39 at ¶ 34, 36.

⁴¹ Complaint, *supra* note 39 at Prayer/Request for Relief

complaint, Oregon is seeking \$400,000 in liquidated damages, plus 9% annual interest from April 1, 2024.⁴²

Locklyn asked the Lane County Court to dismiss the case, arguing that he met every requirement of Section 6.3(c).⁴³ He argued that the contract calls for him to pay 50% of his unearned salary within sixty days of resignation and since he left in April 2024— before earning the second year’s \$400,00 – he calculated his obligation as \$200,000.⁴⁴ Locklyn believes when he sent a check to the University for that amount within the sixty days, he fully satisfied the liquidated damages provision.⁴⁵ His attorney called Oregon’s interpretation of the Agreement an “untenable interpretation of the Agreement.”⁴⁶ The Court however was not persuaded by Locklyn’s argument and denied his motion.⁴⁷

After the Court denied Locklyn’s motion to dismiss, his attorney filed another motion, this time asking the Court to compel Oregon to turn over documents Locklyn alleges are central to the dispute.⁴⁸ The filing requests subpoenas Oregon served on Locklyn, his agent, and Ohio State, as well as employment contracts and buyouts for former football coaches.⁴⁹ Locklyn argues these materials would “reveal [Oregon’s] true intent and interpretation” of the language in its standard coaching contracts, especially the buyout clause in dispute.⁵⁰ In the motion, Locklyn’s attorney claims Oregon’s outside counsel refused to produce any of the requested records and did not

⁴² *Id.*

⁴³ Brianna Mac Kay, *Ohio State football RB coach Carlos Locklyn dismissal request denied in Oregon Court*, The Columbus Dispatch July 23, 2025.

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ Crepea, *supra* note 26.

⁴⁷ Mac Kay, *supra* note 43

⁴⁸ James Crepea, *Ohio State assistant Carlos Locklyn, Oregon battling over documents related to buyout lawsuit*, OregonLive, Sept. 16, 2025.

⁴⁹ *Id.*

⁵⁰ *Id.*

attempt to narrow the request by negotiating a more targeted production.⁵¹ Locklyn’s position is that Oregon’s handling of comparable contract matters should be produced in that it would indicate how the University has historically understood and applied the same terms.⁵² He argues that if Oregon consistently treated “guaranteed salary” as annual base pay in similar agreements, the University cannot credibly reframe it now as a multi-year total to justify a larger buyout demand.⁵³ Such a shift, the motion argues, would expose Oregon’s claim as an effort to secure a windfall that contradicts the University’s own course of dealing and intended meaning of the contract language.⁵⁴ Before the start of trial, Locklyn and Oregon settled their dispute.⁵⁵ The details of the settlement have not been disclosed to the public.⁵⁶

V. Conclusion

Liquidated damages clauses are commonplace in coaches' contracts, and are addressed when a coach is fired not-for-cause, i.e. an early termination before the contract ends (Exit Clause). These clauses also address when a coach jumps to another job with time remaining on his contract. The lawyers in the University of Oregon vs. Locklyn case disagreed as to the meaning and interpretation of the Exit Clause. The dispute revolves around how the Exit Clause in Locklyn’s coaching contract should be interpreted after he left Oregon early for his job at Ohio State. Locklyn's early termination triggered a buyout. Oregon’s interpretation of the clause is that the contract would require Locklyn to pay 50% of the total remaining guaranteed compensation on his two-year extension. Since the extension was reportedly worth \$800,000, Oregon claimed the buyout was approximately \$400,000.

⁵¹ *Id.*

⁵² *Id.*

⁵³ *Id.*

⁵⁴ *Id.*

⁵⁵ Haleigh Kochanski, *Oregon Ducks settle lawsuit with ex-coach, Carlos Locklyn*, The Register-Guard, March 25, 2026.

⁵⁶ *Id.*

The disagreement between the two sides arises from evidently how the phrase “50% of guaranteed salary” is applied. Oregon’s interpretation is that it is entitled to 50% of the entire remaining contract value ($\$800,000 \times 50\% = \$400,000$). Locklyn’s side appears to interpret the Clause as 50% of a single year salary or prorated annual figure ($\$400,000 \times 50\% = \$200,000$). Locklyn claimed only \$200,000 was owed and paid it. Without the necessity of airing dirty laundry out in Court, there was an unreported confidential settlement.

The Locklyn case is another good example of confusion in contract drafting. For instance, there should be no math required, time windows should be explicit, and the triggering event should be specifically defined. The compensation should be specifically defined as to what is included. The contract clause must be clearly and easily interpreted, and not be subject to ambiguity. The draftsman rule, i.e., you always interpret against the drafter, may also come into play.

These clauses are some of the most negotiated in college coaches’ contracts and must be absolutely clear in meaning on their face in order for the college and their employees to avoid the necessity of airing dirty laundry out in public.

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