

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2025-015368-CA-01

SECTION: CA13

JUDGE: Javier A. Enriquez

Dr. Brandon K. Dumas

Plaintiff(s)

vs.

Bernard Jennings et al

Defendant(s)

_____/

**ORDER DENYING PLAINTIFF'S SECOND AMENDED EMERGENCY MOTION FOR
TEMPORARY INJUNCTION**

THIS CAUSE, having come before the Court on August 29, 2025, upon Plaintiff's Second Amended Emergency Motion for Temporary Restraining Order and Preliminary Injunction Correcting Scriveners Error. The Court, being fully advised in the premises and having reviewed all relevant material and conducting a hearing on said Motion, for the following reasons, **DENIES** the Plaintiff's Second Amended Emergency Motion for Temporary Restraining Order.

Procedural History

This case stems from an intra-University dispute involving the Board of Trustees (the "Board") of Florida Memorial University ("FMU" or the "University").

Plaintiff names three individuals as Defendants—Walter Weatherington, Audrey White, and Bernard Jennings. *See* Verified Complaint [D.E. 2]. Plaintiff alleges that those Defendants are "participating in actions that contravene FMU's bylaws ..." Second Motion, ¶ 3. Plaintiff does not allege, nor is there any record proof, that the University or the Board authorized the filing of his lawsuit or the requested injunctive relief.

On August 11, 2025, the Court scheduled a special set hearing on Plaintiff's Emergency Motion. *See* Notice of Special Set Hearing. [D.E. 6]. Because the three (3) individual Defendants were not properly served with process and did not receive proper notice of that *ex parte* hearing, neither Defendants nor their counsel participated in that August 11th hearing and the Court took no action.

On August 20, 2025, Plaintiff filed an Amended Emergency Motion for Temporary Restraining Order and Preliminary Injunction. [D.E. 7]. Two days later, on August 22, 2025, Plaintiff filed the Second Motion [D.E. 8].

At the heart of this lawsuit are two contradictory positions regarding who was and is the Chairperson of FMU's Board. On the one hand, Plaintiff claims he is the "duly elected and recognized" Chairman of the Board. Second Motion, ¶ 1. He alleges that he was "duly elected as Chairman during a properly convened [B]oard meeting on May 9, 2025, and continues to serve in that role with full support of [FMU's] governance structure." *Id.*, ¶ 10.

On the other hand, Defendants have proffered evidence demonstrating that Defendant Walter Weatherington not only currently holds the position as Chairman of the Board, but that he also officially held that position during the meetings referenced in Plaintiff's Verified Complaint. *See* Affidavit of Dr. Bernard Jennings [D.E. 11], Declaration of Susan Nystrom. [D.E. 12], *Hord Decl.* [D.E. 16].

Legal Analysis

Under Florida Law, "A temporary injunction is an extraordinary and drastic remedy which should be sparingly granted." *Allied Universal Corp. v. Given*, 223 So.3d 1040, 1042 (Fla. 3d DCA 2017) (quoting *Cordis Corp. v. Prooslin*, 482 So.2d 486, 489 (Fla. 3d DCA 1986)); *see also Charlotte County v. Grant Med. Transp., Inc.*, 68 So.3d 920, 922 (Fla. 2d DCA 2011). The purpose of temporary injunctive relief is to maintain the status quo, not to materially alter it. "For 140 years or more, the Florida Supreme Court has recognized the limited purpose of a temporary injunction as this: 'to preserve the property or rights in status quo, until a satisfactory hearing upon the merits, without expressing and indeed without having the means of forming an opinion as to such rights.'" *Byrd v. Black Voters Matter Capacity Building Institute, Inc.*, 339 So. 3d 1070, 1075 (Fla. 1st DCA 2022) (reinstating a stay on a circuit court's temporary injunction, holding that a temporary injunction "cannot be used in a declaratory judgment action as an interim remedial tool," rather, it must only "preserve the status quo").

As stated in *Allied Universal Corp. v. Given*,

To grant a temporary injunction, the moving party must plead and establish: (1) a likelihood of irreparable harm and the unavailability of an adequate remedy at law; (2) a substantial likelihood of success on the merits; (3) that the threatened injury to the petitioner outweighs any possible harm to the respondent; and (4) that the granting of a temporary injunction will not disserve the public interest.

Somoza v Martinez, 390 So. 3d 697 (Fla. 3d DCA 2025) (quoting *Allied Universal Corp. v. Given*, 223 So. 3d 1040, 1042 (Fla. 3d DCA 2017)); *see also Cosmic Corp. v. Miami-Dade County*, 706 So.2d 347, 348 (Fla. 3d DCA 1998). Moreover, "[t]he entry of a temporary injunction . . . will not stand unless the trial courts makes specific findings in support of each and every element required for the entry of the injunction." *Angelino v. Santa Barbara Enterprises, LLC*, 2 So. 3d 1100, 1103 (Fla. 3d DCA 2009).

I. Likelihood of Irreparable Harm

"Irreparable injury is defined as injury that cannot be cured by money damages, and the test

for unavailability of adequate remedy at law is whether a judgment can be obtained, not whether it will be collectible once obtained.” *Holland M. Ware Charitable Foundation v. Tamez Pine Straw LLC*, 343 So. 3d 1285, 1289 (Fla. 1st DCA 2022) (citing *Sammie Invs., LLC v. Strategica Capital Assocs., Inc.*, 247 So. 3d 596, 600 (Fla. 3d DCA 2018)).

The Court in *Holland* also stated that, “[i]rreparable injury cannot be found where the asserted injury is doubtful, eventual, or contingent, and money damages and loss of business to a competitor generally do not suffice to demonstrate irreparable injury.” *Id.* (citation omitted); *Florida Association of Realtors v. Orange County*, 350 So. 3d 115, 130 (Fla. 5th DCA 2022) (stating “irreparable injury will never be found ‘when a plaintiff’s right to recover is based upon a future event’ or the alleged injury is speculative”).

“It is standard hornbook law that a temporary injunction will only be issued in situations wherein the plaintiff can clearly demonstrate that irreparable injury would follow the denial of the injunction.” *Jacksonville Elec. Auth. v. Beemik Builders & Constructors, Inc.*, 487 So. 2d 372, 373 (Fla. 1st DCA 1986) (citing *Cramp v. Board of Public Instruction of Orange County*, 118 So.2d 541, 554 (Fla. 1960)). The movant must show that the purported irreparable injury is “actual and imminent.” *Siegel v. LePore*, 234 F.3d 1163, 1176 (11th Cir. 2000). “Mere general allegations of irreparable injury are not sufficient.” *Stoner v. S. Peninsula Zoning Comm’n*, 75 So. 2d 831, 832 (Fla. 1954).

Plaintiff has failed to satisfy his burden of demonstrating a reasonable probability of imminent real injury unless the temporary injunction is issued. Illustrative is Plaintiff’s complaint that Mr. McCormick was appointed full-time President of FMU. Defendants contend that his appointment has already occurred, and that Plaintiff has failed to show how he has personally been injured by Mr. McCormick’s appointment. Mr. McCormick was the Interim President of FMU prior to being appointed full-time President. Whatever his title may be, Mr. McCormick’s actions as full-time President, as opposed to Interim President, of FMU pose no threat of irreparable injury.

Plaintiff’s emergency motion states that “rogue actions” made by the board on August 9th and 10th would violate the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”) which *could* lead to SACSCOC warnings, sanctions, or loss of accreditation as the basis for irreparable harm. At this moment, there is no actual or imminent threat, from SACSCOC or anyone else, that FMU would suffer any repercussions from SACSCOC because of actions taken by the Board. Additionally, there would not be an adequate remedy at law given the nature of the dispute.

II. Substantial Likelihood of Success on the Merits

The Florida Supreme Court held in *Naegele Outdoor Advertising Co., Inc. v. City of Jacksonville* that, “[a] substantial likelihood of success on the merits is shown if good reasons for anticipating that result are demonstrated.” *City of Jacksonville v. Naegele Outdoor Advert. Co.*, 634 So. 2d 750, 753 (Fla. 1st DCA 1994), approved sub nom. *Naegele Outdoor Advert. Co., Inc. v. City of Jacksonville*, 659 So. 2d 1046 (Fla. 1995), as modified on reh’g (Aug. 24, 1995). It is not enough that a merely colorable claim is advanced.” *Id.* The establishment of a clear legal right to the relief requested is an essential requirement prior to the issuance of a temporary injunction. *Id.*

III. Balanced Hardships

Trial courts in Florida “balance the hardships between the plaintiffs and the defendants.” *Weinstein v. Aisenberg*, 758 So. 2d 705, 711 (Fla. 4th DCA 2000), dismissed, 767 So. 2d 453 (Fla. 2000). The Third District Court of Appeal decided in *Cosmic Corp. v. Miami Dade County*, that a temporary injunction should be reversed. *Cosmic Corp. v. Miami Dade County*, 706 So. 2d 347, 348 (Fla. 3d DCA 1998). The court in *Cosmic* concluded that the balance of harms weigh[ed] in favor of Cosmic Corp. after no evidence was presented to demonstrate that Miami-Dade County would suffer greater harm than Cosmic Corp should the injunction request be denied.” *Id.*

Here, the Plaintiff would suffer more than the defendant, should the TRO be denied, because the Plaintiff would be completely removed from the board of trustees. On the other hand, Plaintiff would still be able to contest his chairman position with the board of trustees should this court grant the TRO and limit the Defendant’s ability to continue electing people.

IV. Public Interest

To obtain a preliminary injunction, Plaintiff must also show “that injunctive relief will serve the public interest.” *Quirch Foods LLC v. Broce*, 314 So. 3d at 338. (Fla. 3d DCA 2020). “[C]onsideration of the public interest militates against issuance of a temporary injunction in this case.” *DiChristopher v. Bd. of County Com’rs*, 908 So. 2d 492, 497 (Fla. 5th DCA 2005), decision clarified on denial of reh’g (Aug. 12, 2005). “Where the potential injury to the public outweighs an individual’s right to relief, the injunction will be denied.” *Dragomirecky v. Town of Ponce Inlet*, 882 So. 2d 495, 497 (Fla. 5th DCA 2004); *Knox v. Dist. Sch. Bd. of Brevard*, 821 So. 2d 311, 314 (Fla. 5th DCA 2002) (“[A]n injunction may be denied where the injury to the public outweighs any individual right to relief.”).

Defendants argue that FMU has begun its fall 2025 semester, and that the injunctive relief sought by Plaintiff would disrupt FMU’s operations; specifically, its relationships with its Board, faculty, administration, students, donors, and accreditors. *See* Declarations filed by Defendants [D.E. 13, 14, 15, 16, 17, 18, 19, 20, 21]. In this matter, an injunction in this situation would disserve the public interest in stable institutions of higher education.

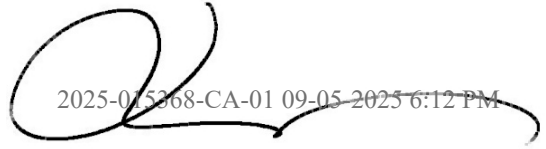
Conclusion

Here, it does not appear that Plaintiff has a substantial likelihood of success on the merits. While success on the merits is *possible*, the Defendants evidence refutes the Plaintiff’s allegations competently. Further, there are no facts or evidence provided in Plaintiff’s amended emergency motion or verified complaint that would show good reasons for anticipating a determination of substantial likelihood of success on the merits.

For the foregoing reasons, it is hereby **ORDERED** and **ADJUDGED**:

1. Plaintiff’s Amended Emergency Motion for Temporary Restraining Order and Preliminary Injunction is **DENIED**.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 5th day of September, 2025.



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Hon. Javier A. Enriquez

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

Electronically Served:

- Nykeah L. Cohen: nykeah@attorneycohenforyou.com
- Nykeah L. Cohen: office@attorneycohenforyou.com
- Bernard Jennings: ikjconsultant@gmail.com
- Walter Weatherington: wxingtonm@gmail.com
- Audrey White: audreyaustinwhite@yahoo.com
- Peter W Homer: phomer@homerbonner.com
- Peter W Homer: jfigueroa@homerbonner.com
- Peter W Homer: lscull@homerbonner.com