

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

_____	)	
JOHN DOE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 16-017 S
	)	
BROWN UNIVERSITY,	)	
	)	
Defendant.	)	
_____	)	

**PRELIMINARY INJUNCTION ORDER**

WILLIAM E. SMITH, Chief Judge.

The parties have by agreement tried this matter to the Court, without a jury, and the Court is in the process of drafting its decision with Findings of Fact and Conclusions of Law. The Court previously issues a temporary restraining order ("TRO"). (ECF No. 15.) In order to maintain the status quo, and facilitate its decision on the merits, the Court has determined that extending the terms of the TRO as a preliminary injunction is appropriate.

The Court must weigh the following factors when considering a motion for preliminary injunction: "(1) the plaintiff's likelihood of success on the merits, (2) the likelihood of irreparable harm, (3) the balance of relevant equities, and (4) the effect of the court's action on the public interest."

Universal Truck & Equip. Co. v. Caterpillar, Inc., 883 F. Supp.

2d 337, 338 (D.R.I. 2012) (quoting Peoples Fed. Sav. Bank v. People's United Bank, 672 F.3d 1, 5 (1st Cir. 2012)). Here, the Court finds that Plaintiff John Doe ("Doe") is likely to succeed (at least partially) on the merits of his breach of contract claim against Brown University ("Brown"), and that he will suffer irreparable harm if his suspension remains in place and he is unable to start the fall semester. The balance of the relevant equities also favors enjoining Plaintiff's suspension. The no-contact orders issued by Brown, however, will remain in place so that Doe may not contact the alleged victim in this case. Given this safeguard, the Court finds that Doe's interest in resuming classes outweighs Brown's interest in keeping him off campus while the outcome of the case is finalized.

For the foregoing reasons, Plaintiff's Motion for Injunctive Relief (ECF No. 13) is GRANTED and the Court hereby issues the following PRELIMINARY INJUNCTION:

- Brown is enjoined and restrained from enforcing its suspension of Doe;
- This Order shall not affect any existing no-contact orders concerning Doe;
- Doe retains all of the rights and privileges guaranteed to members of the Brown University Community unless specifically denied in a no-contact order or by the terms

of the Stipulation the parties filed on February 1, 2016 (ECF No. 11), which remains in effect.

Nothing in this Order constitutes a final decision on the merits of Plaintiff's breach of contract claim; the Court will issue its Findings of Fact and Conclusions of Law in the near future.

IT IS SO ORDERED.



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William E. Smith  
Chief Judge  
Date: August 23, 2016